BLACKMAN CHARTER TOWNSHIP
BOARD MEETING AGENDA
Monday, October 19, 2026
6:00 PM

CALL TO ORDER / PLEDGE OF ALLEGIANCE

Public Hearing on the proposed issuance by the National Finance Authority Healthcare Facilities Refunding Revenue Bonds (Otterbein Homes Obligated Group), Series 2026 in one or more series (the "Series 2026 Bonds"), in an amount not to exceed $43,150,000

Public Comments:
Closed:

BRIEF PUBLIC COMMENTS - (Agenda Items Only: two-minute limit)

APPROVAL OF AGENDA

MINUTES APPROVAL

1. Approval of the minutes for the Regular Board Meeting held on Monday, September 21, 2026
2. Approval of the minutes for the Special Board Meeting held on Wednesday, October 07, 2026

PRESENTATIONS – (fifteen-minute limit)

CONSENT AGENDA

1. Approval of payroll for the dates 09/11/26 in the amount of $194,778.73 and for 09/25/26 in the amount of $225,450.07
2. Approve $450,000.00 transfer of funds from General Fund to Public Safety Fund for the month of September 2026
3. Receive Revenue and Expenditure Report for the month of September 2026

SUPERVISOR'S UPDATE

TREASURER'S UPDATE

1. Approve Resolution # 15-2026-0921; a Resolution to adopt an Investment Policy

CLERK'S UPDATE

1. November 3, 2026 General Election Update

PUBLIC SAFETY

PLANNING COMMISSION

1. Minutes from Planning Commission meeting Tuesday, October 06, 2026 – Draft
2. CASE #1614 – Conditional Use: Storage Units; Zoned C-2 (General Commercial); Parcel #000-08-20-401-002-06; Requested by Glenn Kunselman, Presented by AE Design Solutions – Christopher Crisenbery
   Recommend approval
3. CASE #1612 – Rezone; Zoned AG-1 (Agricultural); Rezone from AG-1 to RS-1; located at 5700 Ridge Rd.; Parcel #000-08-09-176-003-01; Requested by Elizabeth Powers, Presented by Bryan Powers
   Recommend approval

ZONING BOARD OF APPEALS

PARKS & RECREATION

TECHNOLOGY COMMITTEE

1. Approve Quote #KG020560 from VC3 for Public Safety Technology and Township Technology; for the building of the network and (2) two new server setups in the amount not to exceed $180,628.90
2. Updated on BS&A Cloud services - Discussion

UTILITIES COMMITTEE

ORDINANCE REVIEW COMMITTEE

NEW BUSINESS

1. Approve Resolution #14-2026-1019, a Resolution approving National Finance Authority Healthcare Facilities Refunding Revenue Bonds (Otterbein Homes Obligated Group), Series 2026 for purposes of Section 147(f) of the Internal Revenue Code of 1986
2. Approve payment of $100,000.00 to MERS to fund the MERS Retiree Health Funding Vehicle as follows: $28,000.00 from General Fund; $72,000.00 from Public Safety Fund
3. Approve Resolution #16-2026-1019; a resolution to amend the 2026 General Fund Budget
4. Approve estimate #E-67941 from GLG Printing for the 2026 winter tax bills, newsletters, #10 window envelopes, mailing services and postage, in the amount of $3,588.46
5. Approve and authorize the Supervisor to sign the quotations from Jake's Property Management for Ordinance mowing #77 and #78 in the amount of $375.00
6. Approve Invoice JC-01 from Region 2 Planning Commission for FY 2027 Membership Dues in the amount of $5,277.15
7. Approve and authorize the Supervisor to sign the Supplement #11 Estimate from General Code to codify Ordinance No. 57.1.2026; Public Safety Amendment, in the amount not to exceed $880.00
8. Approve Invoice #4566 from Cook Foundation & Flatwork for concrete work done at the pickleball court in the amount of $34,350.00
9. Approve invoice 0007 from Jones Construction for work previously approved for the Blackman Public Safety Building Project in the amount of $473,933.77
10. Approve change orders from Jones Construction for work on the Blackman Public Safety Building Project in the amount of $42,316.40
11. Data Centers - Discussion

BILLS

1. Approve payment of bills on the Board Invoice Post Audit Report dated 10/06/26 in the amount of $317,544.82 and Board Invoice Report dated 10/20/26 in the amount of $1,212,956.43

PUBLIC SAFETY BUILDING UPDATE

1. Progress Report from Jones Construction

EXTENDED PUBLIC COMMENT (Any Topic: three-minute limit)

OPEN DISCUSSION

ADJOURNMENT

CHARTER TOWNSHIP OF BLACKMAN
NOTICE OF PUBLIC HEARING

WITH RESPECT TO ISSUANCE OF
NOT TO EXCEED $43,150,000 NATIONAL FINANCE AUTHORITY
HEALTHCARE FACILITIES REFUNDING REVENUE BONDS
(OTTERBEIN HOMES OBLIGATED GROUP), SERIES 2026

Notice is hereby given that on **Monday, October 19, 2026**, a public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), will be held by the Township Board of the Charter Township of Blackman with respect to the proposed issuance by the National Finance Authority of its Healthcare Facilities Refunding Revenue Bonds (Otterbein Homes Obligated Group), Series 2026 in one or more series (the "Series 2026 Bonds"), in an amount not to exceed $43,150,000. The hearing will commence at 6:00 p.m., or as soon thereafter as the matter can be heard, and will be held at the Blackman Charter Township Meeting Hall, 1990 West Parnall Road, Jackson, Michigan.

The Series 2026 Bonds are expected to be issued pursuant to New Hampshire RSA 162-S, as amended, and the proceeds from the sale of the Series 2026 Bonds will be loaned to Otterbein Homes, an Ohio nonprofit corporation, its subsidiaries of which it is the sole member and other affiliated entities (collectively, "Otterbein") and used to (i) retire all or a portion of the outstanding Master Term Note dated March 30, 2026 issued by Otterbein to TD Bank, N.A., (the "Series 2026A Master Note") originally issued to refund those certain Public Finance Authority $23,830,000 Current Interest and Capital Appreciation Bonds (Vista Grande Villa Project), Series 2022A and Public Finance Authority, $6,745,000 Taxable Convertible Capital Appreciation Revenue Bonds (Vista Grande Villa Project), Series 2022B, in connection with the acquisition by Otterbein Homes of the membership interest in Vista Grande Villa, a Michigan nonprofit corporation and owner of the continuing care retirement community known as "Vista Grande Villa" (the "Facility") located at 2251 Springport Road, Charter Township of Blackman, County of Jackson, State of Michigan; (ii) establishing one or more debt service reserve funds as additional security for the Series 2026 Bonds, if deemed necessary or desirable by Otterbein; (iii) paying capitalized interest on the Series 2026 Bonds, if any; and (iv) paying certain costs of issuance of the Series 2026 Bonds (collectively, the "Project").

The initial legal owner or principal user of the Project financed or refinanced by the Series 2026 Bonds shall be Vista Grande Villa or a subsidiary or affiliate of Otterbein that is controlled by Otterbein.

The Series 2026 Bonds are expected to be issued by the New Hampshire Business Finance Authority of the State of New Hampshire, operating under the name "National Finance Authority" (the "Issuer") pursuant to Chapter 331, RSA 162-S, as amended.

The Series 2026 Bonds will be special obligations of the Issuer and will not constitute a debt or pledge of the faith and credit or the taxing power of the Issuer.

The hearing will provide a reasonable opportunity to be heard for persons wishing to express their views on the merits of the Project, the Facility, the Facility location, the issuance of the Series 2026 Bonds or related matters. The Township Board will consider the approval of the proposed Bond issue only after the public hearing has been completed.

Dated: October 5, 2026

MEMORANDUM

TO: Township Board of the Charter Township of Blackman

Cc: Pete Jancek, Township Supervisor

FROM: Craig W. Hammond, Eric McGlothlin, Dickinson Wright PLLC

DATE: September 23, 2026

RE: Approval of Host Jurisdiction for Tax-Exempt Bonds Issued by the National Finance Authority for Vista Grande Villa d/b/a Otterbein Jackson

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Vista Grande Villa d/b/a Otterbein Jackson ("VGV") is a Michigan nonprofit 501(c)(3) corporation engaged in owning and operating a continuing care retirement community (the "Community") located at 2251 Springport Road, Blackman Charter Township, Jackson County, Michigan. The parent entity of VGV is Otterbein Homes, an Ohio nonprofit corporation ("Otterbein").

Otterbein desires to refinance certain outstanding indebtedness relating to the Community through the use of tax-exempt "qualified 501(c)(3) bonds". Otterbein has requested that the National Finance Authority ("NFA") issue the tax-exempt bonds for this transaction. NFA is an issuer with multi-state issuing jurisdiction organized under New Hampshire law. The plan is for NFA to issue its Healthcare Facilities Refunding Revenue Bonds (Otterbein Homes Obligated Group), Series 2026 in one or more series (the "Bonds"), in an amount not to exceed $43,150,000 to refinance certain outstanding indebtedness previously incurred by VGV or Otterbein to finance costs relating to the Community.

Under the Internal Revenue Code of 1986, as amended (the "Code"), the Bonds must meet certain requirements in order for the interest on the Bonds to be tax-exempt. Section 147(f)(2)(A) of the Code requires that the issuance of the Bonds must be approved by NFA and each governmental unit having jurisdiction over the area in which any facility is located. The approval requirement is met if the Bonds are approved by, in this case, the elected legislative body of such governmental unit after a public hearing following reasonable public notice. The purpose of the public notice and hearing is to give the local officials and residents an opportunity to provide input, support or raise objections to the Bonds and the proposed uses of the Bond proceeds. With respect to the proposed issuance of the Bonds, the Blackman Charter Township Board (the "Board") is the elected legislative body that must approve the issuance of the Bonds after the public hearing is held.

Approval of the Bonds would allow the financing to proceed. Approval of the Bonds would not obligate Blackman Charter Township (the "Township") to pay any portion of the debt service on the Bonds or in any way pledge the Township's credit as security for the Bonds or otherwise cause the Township to incur any liability relating to the financing. The Bonds would solely be an obligation of NFA payable from loan payments to be made by Otterbein and certain subsidiaries, including VGV, and any other security provided by Otterbein.

It is customary for the public hearing described in this memo to be held at a regularly scheduled meeting, with an approving resolution being adopted thereafter. Federal tax law requires that notice of the Public Hearing must be published at least seven (7) days in advance of the hearing date in either (i) a newspaper of general circulation in the Township or (ii) by electronic posting on the Township's primary public website in an area of the website used to inform its residents about events affecting the residents, such as notice of public meetings of the Township.

VGV is requesting that the Board hold a public hearing at its October 19, 2026 meeting and, upon completion of the public hearing to the Board's satisfaction, adopt a resolution approving issuance of the Bonds.

In order to meet the requirements of the Code, we will need to arrange publication or posting of the notice of public hearing at least one week in advance of the public hearing date. When we have confirmed the meeting date, Dickinson Wright PLLC will arrange for publication of the required notice of hearing if posting to the Township website is not an available option.

Accompanying this memo are drafts of the public hearing notice and a resolution approving the issuance of the Bonds by NFA.

Please let us know if you have any questions or need any further information. We appreciate your assistance in this matter.

Regular Board Meeting
Blackman Charter Township
September 21, 2026

The Blackman Charter Township Board convened at 6:00 p.m. on Monday, September 21, 2026, at the Township Hall, 1990 West Parnall Road, Jackson, Michigan.

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

Members absent:

Public Attendance:

Ray Snell	Tim Curran	Byron Schroeder
Nate Edwards	Kieth Steller	Jessica Steller
Pat Way		

CALL TO ORDER / PLEDGE OF ALLEGIANCE

BRIEF PUBLIC COMMENTS - (two-minute limit)

AGENDA APPROVAL

1. Additions/Deletions

   Motion by Clerk Elwell, supported by Treasurer Preston to approve the Board of Trustee agenda for the Regular Board Meeting held on Monday, September 21, 2026, as amended, to delete item #3 under Treasurer Report.

   Unanimously approved by voice vote

MINUTES APPROVAL

1. Changes/corrections.

   Motion by Trustee Thomas, supported by Trustee Pack to approve the Board of Trustee minutes for the Regular Board Meeting held on Monday, August 17, 2026, as amended, to correct a spelling error

   Unanimously approved by voice vote

PRESENTATIONS

1. **Ray Snell**, *9th District County Commissioner*
   a. Report: approved millage rates, JCDOT project, County Clerk asking for training funds for election inspectors training module, HVAC replacement at the American 1 community recreation center at Keeley Park, IT copiers, Medical Examiners Dept.
   b. Airport grant to offer High School student training for professional pilot license,
   c. County Budget
   d. Supports the use of Flock cameras

CONSENT AGENDA

1. Approval of payroll for the dates 08/14/26 in the amount of $200,151.20 and for 08/28/26 in the
2. Approve $450,000.00 transfer of funds from General Fund to Public Safety Fund for the month of August 2026
3. Receive Revenue and Expenditure Report for the month of August 2026

Motioned by Clerk Elwell, supported by Trustee Boulter

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

DRAFT

SUPERVISOR'S UPDATE

1. Retirement Corrective Action Plan Monitoring Notice of Compliance

TREASURER'S UPDATE

1. Summary of Accounts
2. Hal did a great job collecting taxes
3. Future Investments – LPL Financial
4. Comerica is now 5/3 Fifth Third Bank

CLERK'S UPDATE

1. November 03, 2026 General Election Update; AV ballots will be tested and sent to voters
2. Early Voting submission to SOM for reimbursement of wages
3. Data Center information packet given to board members to review

PUBLIC SAFETY

HIRE UP TO TWO (2) ADDITIONAL PERSONNEL

Motion by Trustee Ambs, supported by Clerk Elwell to authorize the Chief of Public Safety to hire up to two (2) additional personnel, increasing the authorized number of Public Safety Officers from 42 to 44, as explained by Deputy Chief Stowe, this is a temporary increase and will drop back down through attrition.

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

APPROVE DISPOSAL OF 2023 DODGE DURANGO & 2021 DODGE DURANGO

Motion by Trustee Ambs, supported by Trustee Thomas to approve the disposal of township vehicles; 2023 Dodge Durango Pursuit VIN#1C4SDJFTXMC688789 and 2021 Dodge Durango Pursuit VIN#1C4SDJFT8PC558060; disposal may include sealed bids, public auction, and/or negotiated sale

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

APPROVE DISPOSAL OF 2003 PIERCE 100' AERIAL

Motion by Clerk Elwell, supported by Trustee Thomas to approve the disposal of township vehicles; 2003 Pierce 100' Aerial VIN#4P1CT02H93A002956; disposal may include sealed bids, public auction, and/or negotiated sale
Public Safety Chief will list and is authorized to sign any necessary agreements.

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

RESOLUTION #13-2026-0921 HONORING JAN GANZEL

Motion by Treasurer Preston, supported by Clerk Elwell to approve Resolution #13-2026-0921, a resolution honoring Jan Ganzel's career at Blackman-Leoni Department of Public Safety.

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

PLANNING COMMISSION

APPROVE CASE #1613 CONDITIONAL USE: NEW CELL TOWER

Motion by Treasurer Preston, supported by Trustee Pack to approve Case #1613 Conditional Use: New Cell Tower; Zoned AG-1 (Agricultural); located North of Morrill Rd.; Parcel #000-08-09-276-001-03; Requested by Haley Law Firm PLC – Wally Haley, Presented by Haley Law Firm PLC

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

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APPROVE CASE #1566 CONDITIONAL USE MODIFICATION

Motion by Treasurer Preston, supported by Clerk Elwell to approve Case #1566 Conditional Use Modification; Zoned L-1 (Light Industrial); located at 2400 N. Elm Ave.; Parcel #000-08-23-426-001-03; Requested by Harvest Solar – Evann Rohloff, Presented by Harvest Solar – Evann Rohloff and Chris DeLeeuw.
Roll Call: *Ayes – Elwell, Preston, Boulter, Jancek, Ambs*
Nays – Pack, Thomas ***Motion Approved***

Discussion on upcoming Public Meeting to review the Blackman Charter Township Zoning Ordinance. October 20, 2026

ZONING BOARD OF APPEALS

PARKS & RECREATION

1. Parks & Recreation millage renewal will be on the ballot; November 03, 2026, General Election
2. Completed and future projects

TECHNOLOGY COMMITTEE

UTILITIES COMMITTEE

1. Re-evaluation of sewer rates

AIRPORT ROAD WATER MAIN EXTENTION

Motion by Supervisor Jancek, supported by Trustee Boulter to approve cost estimate from Ripstra & Scheppelman Inc., for the Airport Road water main extension in the amount of $360,000.00, only if Jackson County agrees to pay 50% of the total project cost
Roll Call: *Ayes – Ambs, Thomas, Jancek, Elwell, Preston, Pack, Boulter*
Nays – None ***Motion Approved***

ORDINANCE REVIEW COMMITTEE

NEW BUSINESS

APPROVE QUOTE 0027355848 FROM TOTAL ENERGY SYSTEMS

Motion by Supervisor Jancek, supported by Trustee Boulter to approve quote number 0027355848 from Total Energy Systems LLC, for one (1) Automatic Transfer Switch. ASCO, 300 Series, Open Transition, Service Entrance Rated, Transfer Switch, 3 Pole with Solid neutral, 208V, 2000A, Type 3R Secure Encl, Heater, ERMS, Load Shed, 100% Rated Breaker, in the amount of $51,131.00 + Freight estimated to jobsite: $1,500.00
Roll Call: *Ayes – Jancek, Preston, Pack, Thomas, Elwell, Ambs, Boulter*
Nays – None ***Motion Approved***

APPROVE QUOTE 326-195 FROM JACKSON AUTOMATIC SPRINKLER

Motion by Trustee Thomas, supported by Trustee Pack to approve quote number 326-195 from Jackson Automatic Sprinkler, to furnish and install fire sprinklers in the Public Safety Building in the amount of $68,850.00
Roll Call: *Ayes – Boulter, Preston, Thomas, Jancek, Ambs, Elwell, Pack*
Nays – None ***Motion Approved***

DRAFT

APPROVE QUOTE 326-195 FROM JACKSON AUTOMATIC SPRINKLER	Motion by Trustee Thomas, supported by Trustee Boulter to approve quote number 326-195 from Jackson Automatic Sprinkler, to furnish and install fire sprinklers in the IT room of the Public Safety Building in the amount of $23,867.00 ***Roll Call**: Ayes – Jancek, Ambs, Boulter, Pack, Elwell, Preston, Thomas* *Nays – None* ***Motion Approved***

BILLS

Motion by Clerk Elwell, supported by Treasurer Preston to approve payment of bills on the Board Invoice Post Audit Report dated 09/03/26 in the amount of $369,562.08 and Board Invoice Report dated 09/22/26 in the amount of $1,019,541.98

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

PUBLIC SAFETY BUILDING UPDATE

1. Progress Report from Byron Schroeder
    a. Electrical, plumbing, framing, HVAC, roof, masonry/laying block, fence has been moved for heavy machinery to gain access to the site.
    b. Evidence area information summary to review for future meeting

EXTENDED PUBLIC COMMENT (Three-minute limit)

1. **Tim Curran**, *resident*
    a. Running for Northwest School Board; would like to see improvements in reading and math scores
2. **Nate Edwards**, *resident*
    a. Supports Tim Curran for school board; Flock cameras may not have as much community support as the board may think
3. **Keith Steller**, *resident*
    a. Clinton Way building project
4. **Jessica Steller**, *resident*
    a. Clinton Way building project

OPEN DISCUSSION

1. Future plans to pave the gravel walking path; asking the board for suggestions on types of material to use

The Supervisor declared the meeting adjourned at 7:08pm

David Elwell, Township Clerk

DRAFT

Special Board Meeting
Blackman Charter Township
October 07, 2026

The Blackman Charter Township Board convened at 6:00 p.m. on Wednesday, October 07, 2026, at the Township Hall, 1990 West Parnall Road, Jackson, Michigan.

Members present: Supervisor Jancek, Clerk Elwell, Treasurer Preston, and Trustees: Ambs, Boulter, Pack and Thomas
Members absent:
Public Attendance:
Sara Pack Byron Schroeder

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 Pack to approve the Board of Trustee agenda for the Special Board Meeting held on Wednesday, October 07, 2026 as presented
Unanimously approved by voice vote

DISCUSSION

PUBLIC SAFETY BUILDING EVIDENCE ROOM VAULTS

Motion by Supervisor Jancek, supported by Trustee Ambs to approve Quote QUO-74726-X8Q3T7 from Wolter for Public Safety: Evidence Room Vaults in the amount of $179,527.40; *deposit paid to order; balance paid upon delivery*
Roll Call: *Ayes - Elwell, Pack, Thomas, Boulter, Ambs, Jancek, Preston*
Nays - None ***Motion Approved***

PUBLIC SAFETY BUILDING LOCKERS

Motion by Supervisor Jancek, supported by Trustee Thomas to approve Quote QUO-75068-J2Z8S6 from Wolter for Public Safety: Lockers in the amount of $152,350.00; *deposit paid to order; balance paid upon delivery and installation*
Roll Call: *Ayes - Ambs, Thomas, Jancek, Elwell, Preston, Pack, Boulter*
Nays - None ***Motion Approved***

PARKS & REC. FINISH WORK AT PICKLEBALL COURTS

Motion by Supervisor Jancek, supported by Clerk Elwell to approve Quote #2 dated 9-19-2026 from Tylutki Excavating for finish work at pickleball courts in the amount not to exceed $9,906.00; *Cook Concrete will resend invoice reflecting a $1,200.00 decrease to cover the extra expenses owed due to concrete delays*
Roll Call: *Ayes – Jancek, Preston, Pack, Thomas, Elwell, Ambs, Boulter*
Nays – None ***Motion Approved***

EXTENDED PUBLIC COMMENT (Three-minute limit)
- None

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OPEN DISCUSSION

1. Treasurer to bring finance information to the next meeting.
2. Jones to create a spreadsheet reflecting building costs/savings
3. Upcoming Committee Meetings; October 12, 2026
4. Discuss Data Centers on agenda at next board meeting

The Supervisor declared the meeting adjourned at 6:20pm

David Elwell, Township Clerk

DRAFT

BLACKMAN CHARTER TOWNSHIP
RESOLUTION #15-2026-1019
INVESTMENT POLICY

WHEREAS, the Board of Blackman Charter Township, Jackson County, in exercising its fiduciary responsibilities desires to safeguard the funds of the Township that may be invested from time to time, and

WHEREAS, Public Act 77 of 1989, MCL 41.77, requires that the Township Board designate the banks or depositories for the money belonging to the Township, including the time for which the deposits shall be made and all details for carrying into effect the authority given in this act, and

WHEREAS, Public Act 196 of 1997, MCL 129.91 , *et seq*., requires Townships Boards, in consultation with the Township Treasurer, to adopt an investment policy, now

THEREFORE BE IT RESOLVED, That this policy is applicable to all public funds belonging to Blackman Charter Township and in the custody of the Township Treasurer. That the Treasurer shall refrain from personal business activity that could conflict with the proper execution and management of township investments, or that could impair the Treasurer's ability to make impartial investment decisions.

BE IT RESOLVED, That the Board approves the attached list of financial institutions as depositories of the township funds.

BE IT FURTHER RESOLVED, That the Treasurer may invest Township funds in certificates of deposit. savings accounts, deposit accounts, or depository receipts of a bank but only if the bank, savings and loan association, or credit union meeting all criteria as a depository of public funds contained in state law. The standard of prudence to be used shall be the "fiduciary" standard and shall be applied in context of managing an overall portfolio.

BE IT FURTHER RESOLVED, That the prior approval of the Township Board, shall be required for the Treasurer to invest in any other lawful investment instruments. The Township Board's standard of prudence shall be the "fiduciary" standard, which shall be applied in context of managing an overall portfolio. The Township Board may authorize the Treasurer to invest in the following:

(a) Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.
Commercial paper rated at the time of purchase within the 2 highest classifications established by not less than 2 standard rating services and that matures not more than 270 days after the date of purchase.
(b) Repurchase agreements consisting of instruments listed in subdivision (a)
(c) Bankers' acceptances of United States banks.
(d) Obligations of this state or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than 1 standard rating service.
(e) Mutual funds registered under the Investment Company Act of 1940, Title I of chapter 686, 54 Stat. 789, 15 U.S.C. 80a-l to 80a-3 and 80a-4 to 80a-64, with authority to purchase only investment vehicles that are legal for direct investment by a public corporation. However, a mutual fund is not disqualified as a permissible investment solely by reason of either of the following:

i. The purchase of securities on a when-issued or delayed delivery basis.
ii. The ability to lend portfolio securities as long as the mutual fund receives collateral at all times equal to at least 100% of the value of the securities loaned.
iii. The limited ability to borrow and pledge a like portion of the portfolio's assets for temporary or emergency purposes.

(f) Obligations described in subdivisions (a) through (g) if purchased through an interlocal agreement under the Urban Cooperation Act of 1967, Public Act 7 of 1967 (*Ex Sess*), MCL 124.501, *et seq*.

(g) Investment pools organized under the Surplus Funds Investment Pool Act. Public Act 367 of 1982, MCL 129.111, *et seq*.

(h) In Certificates of Deposit, in accordance with all of the following conditions, commonly referred to as CDARS, Amends section I of 1943, PA 20, Section 129.91, as amended December 18, 2008:
i. The funds are initially invested through a financial institution that is not ineligible to be a depository of surplus funds belonging to this State under sect 6 of 1855 PA 105, MCL 21.146.
ii. The financial institution arranges for the investment of the funds in certificates of deposit in 1 or more insured depository institution, as defined in 12 USC 1813, for the account of the public corporation.
iii. The full amount of the principal and any accrued interest of each certificate of deposit is insured by an agency of the United States.
iv. The financial institution acts as custodian for the public corporation with respect to each certificate of deposit.
v. At the same time that the funds of the public corporation are deposited and the certificate or certificates of deposit are issued, the financial institution receives an amount of deposits from customers of other insured depository institutions equal to or greater than the amount of the funds initially invested by the public corporation through the financial institution.

(i) The investment pools organized under the Local Government Investment Pool Act, Public Act 121 of 1985, MCL 129.141, *et seq*.

BE IT FURTHER RESOLVED, That decisions and actions involving the Township's investment portfolio shall meet the following criteria:

Safety: Funds of the Township will be invested in accordance with Michigan Public Act 20 of the Public Acts of 1943, as amended, and in accordance with the following objectives, procedures and policy.

I. I Safety of Capital - Safety of principal is the foremost objective of the Township. Each investment transaction shall seek to first ensure that capital losses are avoided whether they are from defaults or erosion of market value.
1.2 Liquidity - The Township's investment portfolio will remain sufficiently liquid to enable the Township to meet all operating requirements, which might be reasonably anticipated.
1.3 Return on Investment - The investment portfolio of the Township shall be designed in a manner to attain a market rate of return throughout budgetary and economic cycles while preserving and protecting capital.
1.4 Protection of Purchasing Power - Funds held for water, sewer and capital projects shall be invested so that they can reasonably be expected to produce enough income to offset inflationary construction cost increase. However, such funds shall never be exposed to risks that would jeopardize the assets' capital value or be in conflict with state law.
I .5 Maintains the Public's Trust - All participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. In addition, the overall investment

program shall be designed and managed with a degree of professionalism worth of public trust. Investment officials shall also avoid any transaction that might knowingly impair confidence in the Township's ability to govern effectively.

Diversification: The investments shall be diversified by avoiding over concentration in securities from a specific issuer or business sector (excluding U S. Treasury securities and insured certificates of deposits).

Liquidity: The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

Return on Investment: Return of investment is of secondary importance compared to safety and liquidity objectives. Investments shall be selected to obtain a market average rate of return. The core of investments is limited to relatively low risk securities.

BE IT FURTHER RESOLVED, That the Treasurer may elect to have certificates and other evidence of investments held by a financial institution, provided that the financial institution presents to the Township Treasurer **on a quarterly basis**, sufficient documentation and acknowledgment of the investment instruments held on behalf of the Township. **(PA 213 Of 2007 updated)**

BE IT FURTHER RESOLVED, That the Township will comply with all applicable statutes related to public fund investments. Any provisions of this resolution in conflict with applicable statutes is void.

BE IT FURTHER RESOLVED, That the Township Treasurer shall prepare at minimum, a quarterly report on the investment activity for the Township Board.

This policy shall become effective the day following adoption by the Blackman Charter Township Board.

At a regular meeting of the Blackman Charter Township Board of Trustees, County of Jackson, State of Michigan, held in the Township Hall on October 19, 2026, at 6:00p.m., this resolution was moved by _____and supported by _____

Upon a roll call vote,

The following voted "AYE":
The following voted "NAY":
The following were absent:

The Chairman declared this resolution adopted,

_____

Peter Jancek, Township Supervisor

_____

David Elwell, Township Clerk

I, David K. Elwell, the duly qualified 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 October 19, 2026, at which meeting a quorum was present; and that this resolution was ordered to take immediate effect.

_____

David Elwell, Township Clerk

BLACKMAN CHARTER TOWNSHIP
1990 W. Parnall Road • Jackson, Michigan 49201-8612 • Phone (517) 788-4345 • Fax (517) 788-4689

MINUTES
BLACKMAN CHARTER TOWNSHIP
PLANNING COMMISSION
1990 W. PARNALL RD.
Wednesday, October 6, 2026
6:00PM

The Blackman Charter Township Planning Commission Convened at 6:00pm on Wednesday, October 6, 2026 at the Blackman Township Office.

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

Sign-in list of names present: In file

AGENDA CHANGE:
-None

MINUTES APPROVAL: September 1, 2026
Motion by: **Preston,** supported by: **Grabert** to approve Minutes for Planning Commission meeting held 09/01/2026
Roll Call: Ayes 5, Nays 0. Motion Carried.
-Ayes: Preston, Decker, Schroeder, Frohm, Grabert
-Nays: None

CASE #1614 Conditional Use
Storage Units
Address: None
Parcel #000-08-20-401-002-06
Zoning: General Commercial (C-2)
Requested by: Glenn Kunselman

Presented by: AE Design Solutions – Christopher Crisenbery
-Construct approximately 16 new storage units in phases
-Utilize existing drive and developer does have legal ownership of drive property

Public Comment (approve): None
Public Comment (disapprove): None

Planning Commission Discussion:
-Few questions about project but nothing concerning specific to conditional use discussion

Motion by: **Schroeder** Seconded by: **Preston** to abstain from voting on Case #1614 due to conflict of interest

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

-Ayes: Preston, Decker, Schroeder, Frohm, Grabert
-Nays: None

Motion by: **Grabert** Seconded by: **Preston** to recommend approval of Case #1614 to board of Trustees

Roll Calls: Ayes 4, Nays 0. Motion carried.
-Ayes: Preston, Decker, Frohm, Grabert
-Nays: None

CASE #1612 Rezone
Rezone from AG-1 to RS-1
Address: 5700 Ridge Rd
Parcel #000-08-09-176-003-01
Zoning: Agricultural (AG-1)
Requested by: Elizabeth Powers

Presented by: Bryan Powers
-Plans to split property into 3 usable lots per ordinance
-Discussed splits with surveyor and property does meet minimum area requirements

Public Comment (approve): None
Public Comment (disapprove): None

Planning Commission Discussion:
-Few questions on existing house and future use

Motion by: **Schroeder** Seconded by: **Preston** to recommend approval of Case #1612 to board of Trustees

Roll Calls: Ayes 5, Nays 0. Motion carried.
-Ayes: Preston, Decker, Schroeder, Frohm, Grabert
-Nays: None

OTHER MATTERS REVIEWED:

Zoning Ordinance Discussion:
-Discussion about Beckett&Raeder draft review of ordinance. Request to Preston to seek setting up time to have Beckerr&Raeder meet with PC to discuss findings. Preston to also request proposal for phase II of zoning rewrite.
-Review area of disturbance requirement to activate a site plan being required during phase II zoning rewrite
-Data center ordinance section to be created/add during phase II zoning rewrite

Master Plan Update:
-No Discussion

PUBLIC COMMENT:
-None

TRUSTEE REPORT:
-Multiple items that may concern Planning Commission in future when review zoning ordinance

ZBA REPORT:
-None

OPEN DISCUSSION:

-None

ADJOURNMENT: Motion by: **Decker**, supported by: **Schroeder**, adjourned at 7:10 pm
Minutes prepared by: Byron Schroeder, Secretary

Minutes Approved:

Byron P. Schroeder, Secretary

DRAFT

Blackman Charter Township
Technology Committee

DATE: **Monday, October 12, 2026**
TIME: **5:00 p.m.**

PLACE: **Blackman Charter Township Hall**
Conference Room
1990 W. Parnall Rd
Jackson, MI 49201

The Blackman Charter Township Technology Committee convened at 5:00 on Monday October 12, 2026.

Members Present: Pete Jancek, Michelle Boulter, Mike Ambs
Members Absent: None
Others Present: Deputy Chief of Support Services Dr. Chris Boulter & Francine Powell

AGENDA TO BE PRESENTED TO THE BOARD FOR APPROVAL

Project Objective: 1.1
The Police Department (PD) is moving into a new building, and VC3 is building its network and server setup there. In addition to installing a new server in the old building and migrating the required VMs from the old hardware.

PUBLIC SAFETY TECHNOLOGY QUOTE FOR NEW SERVERS AND ASSOCIATED EQUIPMENT	C. Boulter provided a quote from VC3, for the building of it's network and new server setup. It was motioned by P. Jancek and supported by M. Boulter & M. Ambs to present this quote #KG020560 to the Board Members for approval. Not to exceed the amount of $180,628.90. Expiration Date: 10/30/2026. C. Boulter will be attending this month's Board Meeting to answer questions and present this proposed quote.
TOWNSHIP TECHNOLOGY QUOTE FOR BS&A CLOUD VERSION UPDATED PRICING SHEET DATED 10/12/2026	BS&A Proposed prices W/Cloud was presented to each member. Updated Pricing quote received **10/15/2026**. EXHIBIT B (based on Quote 2793 dated 10/12/2026. Total Cost First Year $142,010.00. **C. Boulter will be looking into other alternatives for comparables. Prior to making the decision to move ahead, presenting this quote to the Board Members.** **NOTE:** After upgrading to BS&A Cloud, you no longer need to maintain a dedicated BS&A server, pay for IT resources to manage the application, perform backups of BS&A databases, or manually install software updates. Those responsibilities shift to BS&A, reducing both IT and infrastructure costs.

Meeting Adjourned at 6:00pm

1301 Gervais St. Ste. 1800
Columbia, SC
www.vc3.com
800-787-1160

AIM HIGHER

Description

1. Executive Summary

1.1 Project Objectives

The Police Department (PD) is moving into a new building, and VC3 is building its network and server setup there. In addition to installing a new server in the old building and migrating the required VMs from the old hardware.

1.2 Solution Description

- The PD are moving to a new Building.

1.3 Current installed resources in the old building:

- 1 x Firewall TZ670
- 1 x Cisco network switch SG350-28P
- 1 x Cisco network switch SG350-52P
- 4 Ubiquity Access Points
- The old hardware is not going to be moved as it will remain functioning serving the Township users.

1.4 Recommended Action Plan:

- Install new equipment in the new Building.
- The layout of the new building shows 9 WAP drops and 290 network ports.
- One VM is required to be moved to the new PD building : PD2K16.
- Polecams server is out of scope of this project.
- Recommended Solution:
    - **New building:** SonicWall TZ680 firewall, 7 switches, 9 wireless access points (WAPs), a new physical Hyper-V host, and a 2 UPS units.
    - **Remote access:** SSL VPN for remote users to the new Building Firewall through Azure (SAML 2.0).
    - **Site-to-site VPNs:** one tunnel back to the old building and one to Jackson County.
    - **Old building:** the servers there are refreshed onto a second new Hyper-V host (new-TWP-HV01), which takes 4 virtual machines (BSA16, File2K16, Term2K16, MFAserver).
    - **Domain:** a primary domain controller (DC) and the FSMO roles are set up.Server Specifications will be as follows:
    - New PD building Server Specs:
    - Rack mount, 16 cores, 128GB RAM, 2TB SSD usable storage configured in RAID5.
    - 2 x 480GB SSD for Operating System
    - 2 x 10Gb network ports which will be connected to SFP+ ports in the switch stack.
    - Redundant Power supply.
    - Windows Server 2025 Standard entitles to run 2 VMs.
    - Township New Server Specs:
    - Rack mount, 16 cores, 128GB RAM, 3TB SSD usable storage configured in RAID5.
    - 2 x 480GB SSD for Operating System
    - 2 x 10Gb network ports for future connection when the network switches are upgraded.
    - Redundant Power supply.
    - Windows Server 2025 Standard entitles to run 4 VMs.

Description

- Most of the installation work in the new building is during business hours, except when migrating the PD2K16 server.

2. Scope Definition

2.1 Project Deliverables In Scope

The Company will have completed its responsibilities to this Statement of Work when the following deliverables are complete:

- Project plan, status updates and closeout report.
- TZ680 configured, licensed and in production at the new building
- Security services configured (gateway AV, IPS, content filtering, Geo-IP, botnet filtering)
- Working site-to-site VPN tunnel between the new building and the old building
- Working site-to-site VPN tunnel to Jackson County
- One server racked in the new building and one in the old building, with current firmware, RAID configure, Windows server installed and HyperV configured.
- PD2K16 migrated to New-PD-HV01 in the new building and verified with the client.
- BSA16, File2K16 and MFAserver migrated to New-TWP-HV01 in the old building and verified with the client.
- New Primary Domain Controller installed on the new server in the PD building and a secondary DC installed on the Township server.
- 7 x 48 ports network switches configured, installed, stacked and patched.
- 9 WAPs configured, licensed and WiFi coverage provided.
- Two UPS units 1500VA each, installed and connected in the new PD building.

2.1 Locations in Scope

The following locations are in scope for this SOW:

- Police Department - Primary: 1996 W Parnall Road, Jackson MI 49201 US
- New Building: ?1980 W Parnell Road, Jackson MI 49201 US

2.2 Out of Scope

The Company is responsible only for the services expressly described in this Statement of Work. Any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of scope. All services requested outside of this SOW will require a "Change Request" before any additional services are performed. "Change Request" must be agreed upon and signed by all parties.

The below serves to provide additional clarity by identifying any known items that are out of scope at the time of writing of this document:

- Structured cabling, patch panels, cable labeling, certification or repair (handled by the cabling contractor)
- Rack purchase or electrical work, including circuits and receptacles.
- Managing third-party vendor contracts, projects or deliverables.
- Decommissioning or disposal of old hardware, unless added by change order.
- Workstation, printer, phone, camera, access control, in-car laptop and CAD/RMS moves or configuration.

Description

- Changes to the Jackson County firewall or network.
- High-availability (HA) firewall pair, unless added.
- VPN support for personal, unmanaged or mobile devices.
- More than 30 SSL VPN users without a change order.
- Predictive or onsite wireless site survey.
- Physical AP mounting or ceiling work.
- Clustering, shared storage or Hyper-V Replica.
- Operating system upgrades of migrated VMs (Windows Server 2016), application upgrades or data cleanup.
- Migrating, rebuilding or decommissioning TERM2K16 and its RDS role.
- RDS or Terminal Services roles and licensing on the new building server.
- Any work on the Polecom server, including connecting it to the new network or moving it.
- ArcGIS desktop client installs, ArcGIS upgrades or ArcGIS licensing changes.
- AD restructuring, OU redesign or Entra Connect changes.
- UPS battery replacement or UPS units for other network closets.
- VC3 cannot guarantee safety and insurance certifications of the individual technicians. Therefore any mounting requiring additional equipment or tools beyond basic hand tools is out of scope. examples include but are not limited to Extended ladders or lifts, hazardous environments requiring safety equipment, or specialty tools or hardware that would not be included with the installation kits.
- Going up on ladders to install equipment required 3rd party vendor

3. Roles and Responsibilities

3.1 vc3 Responsibilities

- Plan and coordinate VC3 resources for the execution of project activities.
- Purchase and configure all required hardware/licensing.
- Provide post-deployment support to the client users as required.
- Work with the primary contact to identify test users and, if applicable, test cases prior/post deployment.
- Develop communication and/or guide and documentation material for end users as required.

3.2 Client Responsibilities

- Designate a business leader who will act as the primary contact for this project.
- Assist with scheduling and communicating project activities to staff.
- Coordinate with third party vendors.
- Client will be required to submit a survey in response to the project.

4. Assumptions and Risks

4.1 Assumptions

- **General and Site Readiness**
- The new PD building has at least 32U of free rack space for the planned equipment: switches (7U), 2 PDUs (2U), TZ680 firewall (1U), 2 UPS units (6U), 1 server (2U) and patch panels (14U).
- The old Building has enough rack space to host the new server with 2U units.
- Patch cords for all switch ports are supplied by the cabling contractor

Description

- Rack, PDUs, power circuits and correct receptacles are installed by the client's electrician before VC3 goes onsite
- The client's cabling contractor installs, terminates, labels and certifies all structured cabling and patch panels before VC3 goes onsite.
- APs are mounted and cabled by the cabling contractor.
- The client names one decision-maker for scheduling, approvals and cutover windows
- Third parties (ISP, cabling contractor, Jackson County IT) respond within agreed timeframes.
- **Connectivity and Firewall**
- The new building and the old building each have their own ISP internet link, live with public IPs before cutover.
- The two buildings connect over a site-to-site VPN tunnel between their firewalls.
- The existing firewall at the old building stays in service and can end the site-to-site tunnel.
- Jackson County IT provides tunnel settings and is available during the after-hours cutover window.
- **Remote Access**
- About 30 remote users need SSL VPN access to the new building
- **Servers and Virtualization**
- One new Hyper-V host is installed in the new building and one in the old building.
- The new building host will run the PD2K16 VM, migrated from the current hardware.
- The new building host needs no RDS or Terminal Services roles or licenses.
- TERM2K16 (Terminal Services) is not migrated to the new hardware.
- The old building host runs BSA16, File2K16 and MFAserver.
- Windows Server licensing covers the VM count on each host.
- New host OS is Windows Server 2025.
- Migrated VMs keep their current OS version unless an upgrade is added to scope
- Application vendors are available if an application needs to be re-registered or relicensed after migration.
- **Applications**
- ArcGIS users on PD2K16 reach it through a web browser only; no RDS required.
- The Polecom server is out of scope and not affected by this project.
- **Active Directory**
- The existing Active Directory is healthy with no replication errors
- VC3 Tools and Power
- **Governance**
- One VC3 PM runs the project from kickoff to closeout
- Change requests follow the VC3 change order process.

4.2 Risks

- Third-party delays (ISP circuits, cabling contractor, Jackson County IT) can push cutover dates.
- Hardware shipping delays or dead-on-arrival parts.
- Missing transceivers, stacking cables, fiber or patch cords can delay switch installation.
- If less than 32U of rack space is available in the new building, installation will be delayed or equipment will need to move.
- Scope growth from items not in this estimate (backup, OS upgrades, endpoint moves).
- All migrated VMs run Windows Server 2016, which reaches end of extended support on January 12, 2027. Windows upgrade is not included in this project.

5. Project Execution

Description

5.1 Project Management

VC3 will assign a project manager for the duration of the project to work closely with an assigned Client representative to ensure proper project coordination and planning.

These activities will include:

- Kickoff: Confirm scope, roles, schedule, change control, success criteria
- Plan: User list, deployment timing, communication responsibilities, acceptance tests
- Status: Periodic syncs; issues log/risk register/decisions log (when appropriate)
- Document: Scheduled project activities
- Closeout: Formal closure documents/project end

Police Department - Primary

- Client Meetings/Communications (1)

  - Planning, status updates and coordination with the client and third parties (ISP, cabling contractor, Jackson County IT) to schedule staging, cutover windows and verification.

- Old Building: Server Build: Physical Server Assembly – 1 – Staging (1)

  - Receive, check, update firmware, set up RAID and out-of-band management, and rack one physical server in the old building, with post-install hardware health checks and handover.

- Old Building: Server Build: Physical Server Assembly - 2 - Core (1)
- Old Building: Server Build: Physical Server Assembly – 3 – Post Cutover (1)
- Old Building: Host Server Build: Install and Configure Windows Server w/ Hyper-V - 1 - Staging (1)

  - Install and harden Windows Server with the Hyper-V role on the new physical server. Includes updates, networking (virtual switches and NIC teaming), storage, validation and handover.

- Old Building: Host Server Build: Install and Configure Windows Server w/ Hyper-V – 2 – Core (1)
- Old Building: Host Server Build: Install and Configure Windows Server w/ Hyper-V – 3 – Post Cutover (1)
- Old Building: V2V Migration (BSA16, File2K16, MFAserver to new-TWP-HV01) - 2 - Core (3)

  - Move existing virtual servers onto the new Hyper-V host assigned to the Township building, after hours (BSA16, File2K16 and MFA-server to New-TWP-HV01), then check network connection, services and application function.

- Old Building: Primary Domain Controller Server - 2 - Core (1)

  - Build a new domain controller VM, promote it, move the FSMO roles, check DNS, Group Policy and DHCP and test user sign-in and demote the old DC role.

- New Building: Power: Server UPS - New\Replacement - 1 - Staging (1)

  - Stage, install and set up monitoring for a server UPS in the new PD building, including network cards, remote access, alerts and graceful shutdown of the Hyper-V host.

Description

- New Building: Power: Server UPS - New\Replacement - 2 - Core (1)
- New Building: Power: Server UPS - New\Replacement - 3 - Post Cutover (1)
- New Building: Power: Network UPS - New\Replacement - 1 - Staging (1)

  - Stage, install and set up monitoring for a network UPS in the new PD building, including remote access and configuring alerts.

- New Building: Power: Network UPS - New\Replacement - 2 - Core (1)
- New Building: Power: Network UPS - New\Replacement - 3 - Post Cutover (1)
- Servers: Add/Remove Backup - 2 - Core (1)

  - Update Backups to reflect the new changes.

New Building

- New Building: Firewall: TZ680 - 1 - Staging (1)

  - Stage and deploy a new SonicWall TZ680 as the new PD building's perimeter firewall. Includes firmware, VLANs, ACLs, security services, migration of existing policies, a site-to-site VPN to the old building, a site-to-site VPN to Jackson County, config backup, and cutover.

- New Building: Firewall: TZ680 - 2 - Core (1)
- New Building: Firewall: TZ680 - 3 - Post Cutover (1)
- New Building: SSL VPN with SAML2.0 - 1 - Staging (1)

  - Configure SonicWall SSL VPN on the new TZ680 with Microsoft Entra ID (Azure) as the SAML 2.0 identity provider, so remote users sign in with their Microsoft 365 identity and MFA.

- New Building: SSL VPN with SAML2.0 - 2 - Core (1)
- New Building: SSL VPN with SAML2.0 - 3 - Post Cutover (1)
- New Building: Remote Access / SSL VPN User Client (1)

  - Remove the old VPN client and deploy the SonicWall NetExtender or Mobile Connect client to in-scope endpoints, scripted through VC3 RMM where possible and manually where needed.

- New Building: Edge\Core Switch Installation - New - 1 - Staging (7)

  - Stage, configure and install 7 new switches for the new PD building, including firmware updates, base and advanced configuration (VLANs, QoS), stacking, onsite racking, patching and Day 1 support.

- New Building: Edge\Core Switch Installation - New - 2 - Core (7)
- New Building: Edge\Core Switch Installation - New - 3 - Post Cutover (7)
- New Building: Wireless: New/Replacement WAP - 1 - Staging (9)

  - Stage, license, configure and test 9 new WAPs for the new PD building, with standard staff and guest SSIDs mapped to the right VLANs.

- New Building: Wireless: New/Replacement WAP - 2 - Core (9)

Description

- New Building: Wireless: New/Replacement WAP - 3 - Post Cutover (9)
- New Building: Server Build: Physical Server Assembly – 1 – Staging (1)
  - Receive, check, update firmware, set up RAID and out-of-band management, and rack one physical server in the new PD building with post-install hardware health checks and handover.
- New Building: Server Build: Physical Server Assembly - 2 - Core (1)
- New Building: Server Build: Physical Server Assembly – 3 – Post Cutover (1)
- New Building: Host Server Build: Install and Configure Windows Server w/ Hyper-V - 1 - Staging (1)
  - Install and harden Windows Server with the Hyper-V role on the new physical server. Includes updates, networking (virtual switches and NIC teaming), storage, validation and handover.
- New Building: Host Server Build: Install and Configure Windows Server w/ Hyper-V – 2 – Core (1)
- New Building: Host Server Build: Install and Configure Windows Server w/ Hyper-V – 3 – Post Cutover (1)
- New Building: Install VC3 Tools (per Host) - 2 - Core (2)
  - Deploy and register VC3's standard management, monitoring, documentation and security tools (Kaseya VSA, Liongard, SIEM agent and EDR) on each new Hyper-V host. Confirm each device reports into VC3 monitoring and IT Glue.
- New Building: V2V Migration "PD2k16" to New-PD-HV01 - 2 - Core (1)
  - Move the required virtual server onto the new Hyper-V host after hours (PD2k16 to New-PD-HV01), then check network connection, services and application function.
- New Building: Primary Domain Controller Server - 2 - Core (1)
  - Build a new domain controller VM, promote it, move the FSMO roles, check DNS, Group Policy and DHCP and test user sign-in.
- Post Support - 3 - Post Cutover (1)
  - Support users in their first day in the new office to fix any raised issues and ensure a smooth transition.

6. Governance

6.1 Change Management

Change Requests

Any task not explicitly listed in "In-Scope Deliverables" will be handled via written Change Request, with impact to project plan, budget and schedule documented prior to execution.

Change Approvals

Change Requests are presented by VC3 PM to client stakeholders for approval; upon signature, the project plan, budget and

Description

schedule will be updated.

6.2 Communication Management

- The Project Manager will provide regular status updates to the client team to review progress and track deliverables.
- Updates will be provided to all stakeholders through various communication methods to ensure continuous alignment.

7. Acceptance and Project Completion

Closure Process

- Upon completion of all project deliverables as defined in this Statement of Work, the Project Manager will coordinate the closure process with the Client to walk through deliverables and obtain formal acceptance of project closure. This may be conducted via a scheduled meeting or written email based on Client preference.
- If the Client confirms acceptance, VC3 will provide written confirmation that the project is complete and proceed with formal project closure.
- Client will be required to submit a survey in response to the project.

Closure in Absence of Client Confirmation

- If the Client becomes unresponsive during the acceptance process, VC3 will initiate a formal closure protocol consisting of multiple written outreach attempts, culminating in an Intent to Close notification sent to the Client and the assigned Strategic Advisor.
- The Client will have ten (10) business days from the Intent to Close notification to respond.
- If the Client responds within the ten (10) business day window, VC3 will schedule a meeting to confirm all deliverables have been met and obtain the Client's commitment to a defined timeline for formal project closure.
- If no response is received, VC3 will proceed with administrative closure, including final financial reconciliation and acceptance of all deliverables provided to date.
- This closure protocol does not waive the Client's obligation for any outstanding fees incurred during the engagement.

- Hardware/Software

Thumbnail	Product Description	Comment	Price	Qty	Extended Price
DL360 Gen12 with 1x16-core, 128GB RAM, NS204i Boot, 2TB usable, Hyper-V 2-VMs					
	HPE DL380 G12 6517P 4X32G 8SFF NA SVR PL-78		**$38,893.00**	**1**	**$38,893.00**
DL360 Gen12 with 1x16-core, 128GB RAM, NS204i Boot, 3TB usable, Hyper-V 4-VMs					
	HPE DL380 G12 6517P 4X32G 8SFF NA SVR PL-78		**$42,973.00**	**1**	**$42,973.00**
	MERAKI MS150-48FP-4X L2 STCK CLD-MNGD 48GE 740W POE SWTCH		$5,395.00	7	$37,765.00

- Hardware/Software

Thumbnail	Product Description	Comment	Price	Qty	Extended Price
	MERAKI MS150-48 ESSENTIALS LICENSE AND SUPPORT 3 YEAR		$350.00	7	$2,450.00
	CISCO MERAKI 0.5M 100GBE QSFP CABLE		$115.00	6	$690.00
	CISCO MERAKI 3M 100GBE QSFP CABLE		$350.00	1	$350.00
	MA-SFP-1GB-LX10 COMP TAA 1G-LX LC 1310NM 10KM 0 TO 70C S		$60.00	2	$120.00
	10GBASE-SR SFP+ LC MMF F/CISCO 850NM 300M 100 PERCENT COMPATIBLE		$225.00	2	$450.00
	3M LC TO LC 50/125 10G BEND INSENSITIVE MM DUPLEX FIBER CABLE		$40.00	2	$80.00
	1M OM4 MM LC-LC 50/125 DUPLEX CABLE		$30.00	2	$60.00
	Ubiquiti U7-Pro 5-pack with UICare		$1,725.00	2	$3,450.00
	SonicWall TZ680 - Wired - Intrusion Prevention - 8 Port - Gigabit Ethernet, 5 Gigabit Ethernet, 2.5 Gigabit Ethernet, 10 Gigabit Ethernet - 5 Gbit/s Firewall Throughput - MD5, AES (128-bit), AES (192-bit), AES (256-bit), SHA-256, SHA-384, TLS 1.3, SSL, TL		$1,825.00	1	$1,825.00
	SonicWall Advanced Protection Security Suite - 3 Year - Warranty - 24 x 7 - Technical		$5,360.00	1	$5,360.00
	SonicWall Rackmount Kit - For Firewall, Rack - Rack-mountable		$190.00	1	$190.00
	SonicWall UTM SSL VPN for TZ; NSA; SuperMassive - License - 50 User - TAA Compliant		$525.00	1	$525.00
	Standard SSL, 1 Year		$125.00	1	$125.00
	AddOn Cisco SFP-10G-SR Compatible TAA Compliant 10GBase-SR SFP+ Transceiver (MMF, 850nm, 300m, LC, DOM) - 100% compatible and guaranteed to work		$225.00	5	$1,125.00
	ENET 1M LC/LC Duplex Multimode 50/125 10Gb OM4 or Better Aqua Laser Optimized Multi-Mode (LOMM) Fiber Patch Cable 1 meter LC-LC Individually Tested - Lifetime Warranty		$30.00	5	$150.00
	SonicWALL 10GB-SR SFP+ Short Reach Fiber Module Multi -Mode No Cable - 1 x 10GBase-SR Network - TAA Compliant		$175.00	2	$350.00

- Hardware/Software

Thumbnail	Product Description	Comment	Price	Qty	Extended Price
	APC Smart-UPS, Line Interactive, 1500VA, Lithium-ion, Rackmount 3U, 120V, 6x NEMA 5-15R outlets, SmartConnect Port+SmartSlot, Short Depth, AVR, LCD - 3U Rack-mountable - 3 Hour Recharge - 2.10 Minute Stand-by - 120 V AC Input - 120 V AC Output - Single Ph		$2,850.00	2	$5,700.00
	APC NetShelter Basic Rack PDU, 1U, 15A, 120V, 10 NEMA 5-15 outlets - Basic - NEMA 5-15P - 10 x NEMA 5-15R - 100 V, 120 V - 1800 W - 11.98 ft Cord Length - 1U - Horizontal - Rack-mountable		$190.00	2	$380.00
	Schneider Electric Device monitoring and management, Network Management Cards, NMC3 with Environmental Monitoring, secure remote UPS monitoring and management - USB		$730.00	1	$730.00

Subtotal: **$143,741.00**

- Labor

Thumbnail	Product Description	Comment	Price	Qty	Extended Price
	Labor - Fixed Fee - Setup, Installation, Configuration & Project Management		$42,487.90	1	$42,487.90
	September One Time Service Promotion		($6,000.00)	1	($6,000.00)

Subtotal: **$36,487.90**

- Shipping

Thumbnail	Product Description	Comment	Price	Qty	Extended Price
	Shipping and Handling		$400.00	1	$400.00

Subtotal: **$400.00**

1301 Gervais St. Ste. 1800
Columbia, SC
www.vc3.com
800-787-1160

AIM HIGHER

Service Ticket #5251652 - 2026.06 - PFF - New PD Building



Prepared by:

VC3

Krissy Goins
218-336-2327
quotes.Kristine.Goins@vc3.com

Prepared for:

Township of Blackman, MI

1996 W Parnall Road
Jackson, MI 49201
Christopher Boulter
+15177884345
cboulter@blackmantwp.com

Quote Information:

Quote #: KG020560

Version: 1
Delivery Date: 10/02/2026
Expiration Date: 10/30/2026

Quote Summary

Description	Amount
- Hardware/Software	$143,741.00
- Labor	$36,487.90
- Shipping	$400.00
Total:	**$180,628.90**

- Applicable taxes & Environmental Surcharges will be added.
- All product transfer of ownership and invoicing occurs upon VC3's receipt of the product.
- Pricing & Availability is subject to change without notice.
- Shipping and handling costs may not be included in this quote, as these costs are variable. Adjusted shipping and handling costs may be applied to the final invoice.
- VC3 makes NO WARRANTY either expressed or implied, regarding performance or suitability for any purpose of the above products. The customer assumes responsibility for understanding the warranty, if any, of the manufacturer or VC3.
- If not included in agreement, travel will be billed separately.
- In the case hardware/software total exceed $100k, VC3 will require a 50% deposit of the hardware/software total to secure the order. Deposit is payable immediately to VC3.
- Returns:
  - No returns will be accepted unless first approved by VC3 Inc.
  - Approved returns are subject to a 20% restocking fee.
  - Approved return of in-stock items will be accepted within 10 business days of purchase, if merchandise is unopened and packaging is undamaged.
  - Open box items are not returnable
  - Approved defective returns must be shipped to VC3 within 10 business days of said approval

1301 Gervais St. Ste. 1800
Columbia, SC
www.vc3.com
800-787-1160

VC3

Township of Blackman, MI

Name:	Krissy Goins	Name:	Christopher Boulter
Title:	Senior Client Solutions Specialist	Date:	
Date:	10/02/2026		

- BS+A Cloud Quote -

EXHIBIT B

PRICING SHEET

(based on Quote 2793, dated 10/12/2026)

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade - Cloud Modules – *Annual Fee*

Financial Management		
GL-General Ledger		$7,655.00
AP Account Payable		$6,280.00
CR-Cash Receipting		$6,930.00
	Total	$20,865.00
Community Development		
BD-Building Department		$12,430.00
	Total	$12,430.00
Property		
ASG-Assessing		$6,975.00
TX-Tax		$4,675.00
DPP-Delinquent Personal Property		$1,465.00
SPAS-Special Assessments		$2,505.00
	Total	$15,620.00
Utility Billing		
UB-Utility Billing		$4,650.00
	Total	$4,650.00
Auxiliary		
Cemetery Management *(to be implemented when ready)*		$1,140.00
	Total	$1,140.00
	Subtotal	**$54,705.00**

New Purchase - Cloud Modules - *Annual Fee*

BS&A Online		
CD-Building		$6,840.00
	Total	$6,840.00
	Subtotal	**$6,840.00**

BS&A Online - *Fees for BS&A Online subscription services will be charged at the next renewal period.*

Public Records Search + Online Bill Pay
With use of integrated Credit Card Processor

Upgrade Implementation

Services include:

- *Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to BS&A Cloud*
- *Assigned project coordinator works with you to create a project schedule aligned with your processes and needs*
  How to guides and select reference videos provided for your users to become familiar with relevant Cloud processes prior to your go live.
- *Preliminary conversion and validation performed by the Upgrade Team, validating data, balances, configurations, and related settings prior to your live upgrade.*
- *Final data extraction, upgrade and validation for your BS&A Cloud go live.*
- *Module-specific data validation performed by domain experts in the dedicated Upgrade Team.*
- *Testing and implementation of existing customizations prior to go-live, preserving functionality and ensuring critical components are converted.*
- *Migration of key custom reports, enabling continuity in reporting for your municipality from .NET to Cloud.*
- *Automated configuration of users and security roles based on your prior setup in .NET.*
- *Conversion of approval workflows based on role-specific security, maintaining established processes.*
- *Training for all primary users on global functions of BS&A Cloud, such as navigation, searching, and reporting.*
- *Module-specific training for users of your municipality in their primary daily activities in BS&A Cloud.*
- *As applicable, configuration of existing hardware (barcode sconners, etc) for seamless integration with BS&A Cloud.*
- *As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.*
- *Prioritized support by the dedicated Upgrade Team for two weeks following your go-live, leveraging BS&A's best in class support system for case visibility and seamless transition to BS&A Customer Support following the hypercare period.*

$76,900.00

New Module Project Management and Implementation Planning

Services include:

- *Analyzing customer processes to ensure all critical components are addressed.*
- *Creating and managing the project schedule in accordance with the customer's existing processes and needs.*
- *Planning and scheduling training around any planned process changes included in the project plan.*
- *Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.*
- *Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.*
- *Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.*
- *Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).*

Total **$715.00**

New Module Implementation and Training

- *$1,425/day*
- *Days quoted are estimates; you are billed for actual days used*
- *Training days quoted/billed in full day increments only*

Services include:

- *Setting up users and user security rights for each application*
- *Performing final process and procedure review*
- *Configuring custom settings in each application to fit the needs of the customer*
- *Setting up application integration and workflow methods*
- *Onsite verification of converted data for balancing and auditing purposes*
- *Training and Go-Live*

Implementation and Training Days

ITS Training - BSAO	Training Days: 2	$2,850.00

Total Training Days: 2 Subtotal: $2,850.00

Total Days: 2 **Total: $2,850.00**

Cost Totals

Upgrade Modules – *Annual Fee*	Subtotal	$54,705.00
Cloud New Purchase – *Annual Fee*	Subtotal	$6,840.00
Upgrade Implementation	Subtotal	$76,900.00
Project Management and Implementation Planning	Subtotal	$715.00
Implementation and Training	Subtotal	$2,850.00

Total Proposed **$142,010.00**

The final invoice will reflect actual expenses following the completion of training activities based on the guidelines described below.

$160/$185/$225 per day hotel, varies by state
$90 per day car rental
$70 per day meals
$730 per trip airfare/related expenses
$0.76/mile round trip for drive distance

Payment Schedule

1st Payment:	**$39,165** to be invoiced upon execution of this agreement.
2nd Payment:	**$61,545** to be invoiced upon the subscription start date for all modules.
3rd Payment:	**$38,450** to be invoiced upon completion of upgrade implementation.
4th Payment:	**$2,850** to be invoiced upon completion of new module training.

BS&A
CUSTOMER ORDER FORM

This Customer Order Form (this "**Order**") is entered into as of the "**Effective Date**" identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 ("**BS&A**") and the "**Customer**" identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**". The Parties hereby agree as follows:

Customer Name: Blackman Charter Township, Jackson County MI	**Sponsor Contact**:
Billing Address:	**Sponsor Phone**:
Accounts Payable Email:	**Sponsor Email**:

Platform and Fee Information

Effective Date:	
Platform Description: Those modules and feature packs of BS&A's proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
"**Initial Subscription Period**": Five (5) years Any on-premises .NET Platform modules are provided on an annual (year-to-year) basis and are not subject to the five (5) year Initial Subscription Period.	**Subscription Fees**: $61,545, payable [annually].
The "**Initial Subscription Period**" shall begin on the earlier of: (a) the date such module is activated on Customer's site or; (b) six (6) months after the Effective Date of this Agreement.	
Professional Services (if any): $80,465	**Service Fees (if any)**:
Other Customer Terms:	

The Customer Agreement (the "**Agreement**"), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the "**Terms and Conditions**"); and (iv) the Pricing Sheet attached to this Order (the "**Pricing Sheet**"). Each Order sets forth its own subscription term, pricing, and modules, and is governed by the Terms and Conditions. In the event of a conflict, the order of precedence in Section 15.2 governs.

BS&A SOFTWARE, LLC

_____

Name: _____

Title: _____

BLACKMAN CHARTER TOWNSHIP, MI

_____

Name: _____

Title: _____

EXHIBIT A

CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. Definitions.

1.1 "**Authorized User**" means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 "**BS&A IP**" means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A's provision of the Platform but does not include Customer Data.

1.3 "**Business Contact Data**" means Personal Information that relates to BS&A's relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 "**Customer Data**" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 "**Documentation**" means BS&A's end user documentation relating to the Platform, including any user guides.

1.6 "**Harmful Code**" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 "**Order**" means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A's online ordering process, the results of such online ordering process.

1.8 "**Personal Information**" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 "**Platform**" has the meaning set forth on the Order.

1.10 "**Professional Services**" means training, migration, implementation, integration, or other professional services that are provided to Customer in connection with its use of the Platform hereunder.

1.11 "**Subscription Period**" means the time period identified on the Order during which Customer's Authorized Users may access and use the Platform plus any Renewal Subscription Period(s).

1.12 "**Third-Party Products**" means any third-party products provided with, integrated with, or incorporated into the Platform.

1.13 "**Usage Data**" means usage data collected and processed by BS&A in connection with Customer's use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.14 "**Usage Limitations**" means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer's internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2 Documentation License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, BS&A hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer's internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer's or any Authorized User's use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a "**Service Suspension**"). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement,

BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform.

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems, and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

5.1 Cancellation. In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BS&A), and without prejudice to BS&A's other rights and remedies, Customer is liable to BS&A for (i) all Professional Services performed prior to the cancellation or rescheduling of Professional Services; (ii) all non-refundable expenses actually incurred by BS&A on Customer's behalf; and (iii) daily Project Management or Implementation and Training fees associated with the cancelled or rescheduled Professional Services (in accordance with the daily fee rate), if less than forty-five (45) days advance notice is given regarding the need to cancel or reschedule and

BS&A cannot reasonably reassign its affected Professional Services resources to other projects where comparable skills are required.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees ("**Fees**") identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days' notice of such increase prior to the end of the then-current Subscription Period. The amount of the Fee increase will be in BS&A's sole discretion, provided that Customer agrees that the increase is limited to the greater of: (i) seven percent (7%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current year, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A's other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer's and its Authorized Users' access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A's income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as "confidential" or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, "**Confidential Information**"). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party's Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder ("**Representatives**"). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms. Notwithstanding the foregoing, if Customer is subject to any

public-records, freedom-of-information, or similar law, Customer may disclose Confidential Information to the extent required by such law, provided that Customer uses reasonable efforts to notify BS&A in advance and to seek confidential or proprietary treatment where available.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL

WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL 'EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS

UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). Unless otherwise specified in the Order, the Initial Subscription Period is five (5) years. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) either Party may terminate this Agreement upon the expiration of the then-current term by providing written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

14.5 Non-Appropriation of Funds. If Customer is a government entity and its governing body fails to appropriate funds necessary to continue this Agreement for any future fiscal period, Customer may terminate this Agreement effective at the end of the then-current period for which funds have been appropriated, upon prior written notice to BS&A and without further liability, except that Customer shall remain liable for all Fees attributable to the then-current funded period. Customer's right to terminate under this Section is conditioned on Customer not reallocating the applicable funds to, and not procuring or using, a competing product or service in substitution for the Platform.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services

(including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference. For the avoidance of doubt, this Agreement applies as of the Effective Date of the applicable Order and does not modify or alter any existing agreement between the Parties until such existing agreement is renewed.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County, Delaware and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If Customer is located in a jurisdiction that requires that this Agreement be governed by and construed in accordance with laws other than those of the State of Delaware, or that require any legal suits, actions, or proceedings arising out of or related to this Agreement be instituted in state and federal courts located anywhere other than New Castle County, Delaware, then the Parties agree that such other laws shall apply and to institute any such legal suits, actions, or proceedings in such other jurisdiction(s).

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily,

involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

Cc: Supervisor <supervisor@blackmantwp.com>; Dep Treasurer <deptreasurer@blackmantwp.com>; Francine Washington-Powell <fwpowell@blackmantwp.com>
Subject: Re: Cloud

Good morning Matt,

I met with the technology committee last night to review your quote and services. The committee had a few follow-up questions I'd like to clarify.

First, for now, please limit your replies to me and those copied on this email. Previous emails have included four board members, and while everyone is simply trying to gather information for the township, I want to avoid any perception that we may be violating open meetings requirements (even though I believe we are not). Because our emails are subject to FOIA, I'd rather not take that risk.

Second, we discussed whether BS&A as we currently use it, hosted on our server, will be fully or partially discontinued by the end of the year. Can you confirm whether that is correct? If so, will it affect all modules or only certain ones? If all clients will ultimately be required to move to the cloud, what is the expected implementation timeline?

Third, when we accept a quote from an IT provider, we typically also enter into a service contract. I see annual service fees in your quote, but can we enter into a contract for a defined term, such as four or five years? A set term would help the board forecast expenses and budget more effectively.

Fourth, would you or someone on your team be able to provide a demonstration of the cloud's capabilities? I found a webinar on YouTube and shared it with the technology committee. I was impressed with what I saw, but I'm particularly interested in how a manager can track employee work and assignments to confirm that required field work is being completed.

Any clarification you can provide would be greatly appreciated.

Regards,
Chris

Dr. Christopher R. Boulter
Deputy Chief of Support Services
Blackman-Leoni Public Safety
1996 W. Parnall Road
Jackson, Michigan 49201

517-788-4223 Main
517-990-8240 Direct
517-788-4688 Fax

cboulter@blackmantwp.com

From: Matt James <Matt.James@bsasoftware.com>
Sent: Thursday, October 15, 2026 10:57 AM
To: Dep Treasurer
Cc: Supervisor; Francine Washington-Powell; Christopher Boulter; Treasurer
Subject: RE: Cloud
Attachments: Blackman Charter Township Jackson County MI - Q2793 Customer Terms and Conditions 10.15.26.docx

Good morning,

Sorry for the delay. It's been taking a few days longer than usual when I request updated documents.

Attached is the full contract that includes the terms and conditions. My schedule is pretty open the remainder of this week and all next week to answer any questions the office has.

Below are the answers to the previous questions.

Second, we discussed whether BS&A as we currently use it, hosted on our server, will be fully or partially discontinued by the end of the year. Can you confirm whether that is correct? If so, will it affect all modules or only certain ones? If all clients will ultimately be required to move to the cloud, what is the expected implementation timeline?

.NET will not be discontinued at the end of this year, but we will most likely announce an official cutoff date sometime in 2027.

At this point, we are only maintaining .NET, meaning no new features or enhancements will be developed. Our focus will be on addressing critical issues and making necessary changes to accommodate updates to state laws only.

The benefits of signing before the end of life announcement are lower pricing, even if it may not seem that way right now, and more flexibility when it comes to scheduling your go-live date for the Cloud upgrade. Once we announce end of life, anyone left will be put into a queue with limited timeline choices.

The current implementation timeline is 6-9 months from the time of signature and there is a lot of flexibility on the timeline choices.

Third, when we accept a quote from an IT provider, we typically also enter into a service contract. I see annual service fees in your quote, but can we enter into a contract for a defined term, such as four or five years? A set term would help the board forecast expenses and budget more effectively.

You can find the terms outlined in the attached contract. Our standard Cloud agreement has a five-year term, with annual increases capped at 7% each year. These terms are consistent across all Cloud customers.

Fourth, would you or someone on your team be able to provide a demonstration of the cloud's capabilities? I found a webinar on YouTube and shared it with the technology committee. I was impressed with what I saw, but I'm particularly interested in how a manager can track employee work and assignments to confirm that required field work is being completed.

Below are a couple of helpful links that include different videos. We can also set up time for a demo as well if needed.

Cloud Resource Videos: https://www.bsasoftware.com/learning-center/cloud-resources/

Overview Webinar: https://events.zoom.us/Overview

Best,

Matt James
Account Manager
M: 810-599-7713
matt.james@bsasoftware.com
bsasoftware.com
LinkedIn | Facebook



From: Dep Treasurer <deptreasurer@blackmantwp.com>
Sent: Tuesday, October 13, 2026 10:56 AM
To: Matt James <Matt.James@bsasoftware.com>
Cc: Supervisor <supervisor@blackmantwp.com>; Francine Washington-Powell <fwpowell@blackmantwp.com>; Christopher Boulter <CBoulter@blackmantwp.com>; Treasurer <treasurer@blackmantwp.com>
Subject: Re: Cloud

CAUTION: This email originated from outside of BS&A Software's email system. Maintain caution when opening external links/attachments

We will wait for that full contract and the prior questions answered for Boulter on previous message. We will set up a meeting for next week.

B S & A Annual Fees

Module	2025/2026	Proposed Prices w/ Cloud*	Proposed Increase
General Ledger	$ 1,611.00	$ 7,655.00	$ 6,044.00
Accounts Payable	$ 1,374.00	$ 6,280.00	$ 4,906.00
Cash Receipting	$ 1,374.00	$ 6,930.00	$ 5,556.00
Building**	$ 2,292.00	$ 12,430.00	$ 10,138.00
Assessing**	$ 2,441.00	$ 6,975.00	$ 4,534.00
Tax**	$ 1,954.00	$ 4,675.00	$ 2,721.00
Delq Pers Property**	$ 607.00	$ 1,465.00	$ 858.00
Spec Assessments	$ 1,110.00	$ 2,505.00	$ 1,395.00
Utility Building	$ 2,113.00	$ 4,650.00	$ 2,537.00
Cemetery	$ 514.00	$ 1,140.00	$ 626.00
Total Annual Cost	$ 15,390.00	$ 54,705.00	$ 39,315.00
One time upgrade implementation fee		$ 76,900.00	
Total Cost First Year		$ 131,605.00	

Proposed Payment Schedule per quote:

1st Pymt: $38,450 to be invoiced upon execution of the agreement.
2nd Pymt: $54,705 to be invoiced upon subscription start date for upgrade modules.
3rd Pymt: $38,450 to be invoiced upon completion of upgrade implmentation.

*Prices from quote received 7/10/2026. Quote was good until 12/31/2026.

** Prices based off 2026 invoices. Other modules not billed for 2026 yet.

CHARTER TOWNSHIP OF BLACKMAN
RESOLUTION #14-2026-1019

RESOLUTION APPROVING NATIONAL FINANCE AUTHORITY HEALTHCARE FACILITIES REFUNDING REVENUE BONDS (OTTERBEIN HOMES OBLIGATED GROUP), SERIES 2026 FOR PURPOSES OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986

Minutes of a meeting of the Township Board of the Charter Township of Blackman, County of Jackson, Michigan, held on October 19, 2026, at which the following members were present:

_____

and the following were absent:

_____

The following preamble and resolution were offered by _____ and supported by _____:

WHEREAS, Vista Grande Villa, a Michigan nonprofit corporation d/b/a Otterbein Jackson ("VGV") and it parent entity Otterbein Homes, an Ohio nonprofit corporation ("Otterbein") have requested the New Hampshire Business Finance Authority of the State of New Hampshire, operating under the name "National Finance Authority" (the "Authority"), a issue its Healthcare Facilities Refunding Revenue Bonds (Otterbein Homes Obligated Group), Series 2026 in one or more series (the "Bonds"), in an amount not to exceed $43,150,000, to provide financing to be used to (i) retire all or a portion of the outstanding Master Term Note dated March 30, 2026 issued by Otterbein to TD Bank, N.A., (the "Series 2026A Master Note") originally issued to refund those certain Public Finance Authority $23,830,000 Current Interest and Capital Appreciation Bonds (Vista Grande Villa Project), Series 2022A and Public Finance Authority, $6,745,000 Taxable Convertible Capital Appreciation Revenue Bonds (Vista Grande Villa Project), Series 2022B, in connection with the acquisition by Otterbein Homes of the membership interest in Vista Grande Villa, a Michigan nonprofit corporation and owner of the continuing care retirement community known as "Vista Grande Villa" (the "Facility") located at 2251 Springport Road, Charter Township of Blackman, County of Jackson, State of Michigan; (ii) establishing one or more debt service reserve funds as additional security for the Series 2026 Bonds, if deemed necessary or desirable by Otterbein; (iii) paying capitalized interest on the Series 2026 Bonds, if any; and (iv) paying certain costs of issuance of the Series 2026 Bonds (collectively, the "Project"); and

WHEREAS, the Borrower has requested that the Charter Township of Blackman approve the issuance of the Bonds in order to satisfy the requirements of of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, this Township Board is the governing body of the Charter Township of Blackman; and

WHEREAS, this Township Board has conducted a public hearing on the issuance of the Bonds and the Project and following such hearing desires to express its approval of the issuance of the Bonds by the Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF BLACKMAN AS FOLLOWS:

1. The Township Board hereby approves the issuance of the Bonds by the Authority for financing the Project. This approval does not constitute an endorsement of the Project.

2. All resolutions or parts thereof in conflict with this resolution are hereby repealed, but only to the extent of such conflict.

3. The Township Clerk is hereby directed to provide three certified copies of this resolution to an Assistant Secretary of the Authority.

YEAS _____

NAYS _____

ABSTENTIONS _____

RESOLUTION DECLARED ADOPTED

_____
Pete Jancek, Township Supervisor

_____
David Elwell, Township Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF JACKSON)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Blackman at a meeting held on the 19th day of October, 2026, an original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by publication or posting of at least eighteen (18) hours prior to the time set for the meeting.

_____
David Elwell, Township Clerk

4938-0151-1379 v1 [121987-1]

BLACKMAN CHARTER TOWNSHIP COUNTY OF JACKSON

RESOLUTION #16-2026-1019

A RESOLUTION TO AMEND THE 2026 GENERAL FUND BUDGET

WHEREAS, Blackman Charter Township must not exceed previously approved budgeted expenses, and

WHEREAS, the Blackman Township Board, after further financial analysis, has deemed it necessary to change certain budgetary items,

THEREFORE, BLACKMAN CHARTER TOWNSHIP HEREBY RESOLVES TO AMEND THE 2026 GENERAL FUND BUDGET AS FOLLOWS:

RESOLVED that General Fund expenses shall increase from $8,345,042.56 to $8,440,042.56 in the following manner: Equipment/Township Hall, acct #101-901-970.265 shall increase from $59,200.00 to $154,200.00

At a regular meeting of the Blackman Charter Township Board of Trustees, County of Jackson, State of Michigan, held in the Township Hall on October 19, 2026, at 6:00p.m., this resolution was moved by _____and supported by _____

Upon a roll call vote,

The following voted "AYE":
The following voted "NAY":
The following were absent:

The Chairman declared this resolution adopted,

_____

Peter Jancek, Township Supervisor

_____

David Elwell, Township Clerk

I, David K. Elwell, the duly qualified 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 October 19, 2026, at which meeting a quorum was present; and that this resolution was ordered to take immediate effect.

_____

David Elwell, Township Clerk

GLG Print

745 Lansing Ave.
Jackson, MI 49202
Phone: 517-783-5500
E-Mail: Orders@glgprint.com
Website: GLGprint.com

Estimate

Date	Estimate #
10/13/2026	E-67941

Blackman Township
Treasurer's Department
1990 W Parnall Rd
Jackson, MI 49201

P.O. Number

Description	Qty	Rate	Total
Winter 2026 Tax Bills			
Bills - 20# Pastel - 8.5x11 - b/b	4,687	0.06	281.22T
Perforation	4,687	0.02	93.74T
20# White - 8.5x11 - 2 pages b/b Newsletter	3,890	0.045	175.05T
GLG Picture Window - #10 Envelope	3,890	0.035	136.15T
Bulk Mailing Setup	1	35.00	35.00T
Bulk Mailing Processing + Envelope Insertion & Sealing	3,890	0.06	233.40T
Software Match and Collation of Same-Address Pieces, up to 4 per envelope	527	0.20	105.40T
Actual Postage = $	3,890	0.65	2,528.50T
Estimated Postage = $0.65			
Difference Applied to this Invoice = $			

Subtotal	$3,588.46
Sales Tax (0.0%)	$0.00
Total	**$3,588.46**

Invoice

Jake's Property Management LLC

Company Email Address
Email: jakespropertymgmt@gmail.com

Date 9/30/2026
Invoice ord 77
Customer ID Blackman

RECEIVED
OCT 05 2026
BY:.....

Quotation For
Ordinance mowing 930 to 10:05 (2)
000-08-32-203-016-02
725 evanston

Prepared by: J. Brautigam

Quantity	Description	Unit Price	Taxable?	Amount
1	Lawn maintenance fee	$ 250.00		$ 250.00

Subtotal	$ 250.00
Tax Rate	0.00%
Sales Tax	$ -
Other	$ -
TOTAL	**$ 250.00**

If you have any questions concerning this quotation, please contact:

Email: jakespropertymgmt@gmail.com

Thank you for your business!

Invoice

Jake's Property Management LLC

Company Email Address
Email: jakespropertymgmt@gmail.com

Date 9/30/2026
Invoice ord 78
Customer ID Blackman

RECEIVED
OCT 05 2026
BY: ----------

Quotation For
Ordinance mowing 10:05 to 10:30 (2)
000-08-28-331-021-00
1046 wayne

Prepared by: J. Brautigam

Quantity	Description	Unit Price	Taxable?	Amount
1	Lawn maintenance fee	$ 125.00		$ 125.00

Subtotal	$ 125.00
Tax Rate	0.00%
Sales Tax	$ -
Other	$ -
TOTAL	**$ 125.00**

If you have any questions concerning this quotation, please contact:

Email: jakespropertymgmt@gmail.com

Thank you for your business!

Region 2
PLANNING COMMISSION
Serving Hillsdale, Jackson & Lenawee Counties

September 23, 2026

Mr. Dave Elwell, Clerk
Blackman Charter Township
1990 W. Parnall Road
Jackson, MI 49201

Dear Mr. Elwell,

I would like to take this opportunity to thank you for your membership in the Region 2 Planning Commission (R2PC) over this past fiscal year (October 2025 - September 2026) and invite you to renew your membership for FY 2027. The R2PC, one of fourteen multi-county regional planning and development commissions covering the state of Michigan, is a voluntary association of local governments which provides a wide range of planning services to our member communities. These services include, but are not limited to, the preparation of land use/master plans; parks and recreations plans; zoning ordinances, zoning recommendations, and site plan reviews; and grant application assistance. Our staff also conducts area-wide planning activities such as preparing population and demographic analyses; coordinating state and federal transportation planning programs; preparing economic development plans and studies; as well as providing professional staff assistance to local boards and planning commissions.

Your continued support and participation has enabled the Region 2 Planning Commission to maintain the technical expertise required to assist local governments in addressing both current and future planning issues and decisions. Dues for membership remain at the same level they have been for the past several years, $0.27 per capita, applied to population based upon the 2020 U.S. Census. While a portion of the dues are used for area-wide planning activities, two-thirds of your community's annual dues are available to your community in the form of direct services provided by R2PC staff. Membership also entitles your community to representation on the Region 2 Board of Commissioners and provides you the opportunity to participate in the decisions that govern our area-wide planning activities.

The staff of the Region 2 Planning Commission is available to discuss our planning services and how we can best assist your community in the new fiscal year. If you have any questions regarding your membership or the services the R2PC can provide, please call me at (517) 768-6705 or visit our website at www.region2planning.com.

Sincerely,

Jacob Hurt
Executive Director

Enclosure

120 West Michigan Avenue • 9th Floor • Jackson, MI 49201
Phone: (517) 788-4426 • Fax: (517) 788-4635

Region2Planning.com

Region 2 PLANNING COMMISSION

Serving Hillsdale, Jackson & Lenawee Counties

Invoice

M

DATE: 09/24/2026
INVOICE NO.: JC - 01
FOR: *FY 2027 Membership Dues*

Dave Elwell, Clerk
Blackman Charter Township
1990 W. Parnall Road
Jackson, MI 49201

Description	Amount
FY 2027 Membership Dues Based on the 2020 Census Population of: 19,545 Membership Dues are calculated on $0.27 per capita	$5,277.15
Membership Dues are to be paid by 12/31/26	
*Does not include prison population of 6,097	
TOTAL	**$5,277.15**

Remit payment to: **Region 2 Planning Commission, 120 W. Michigan Ave., Jackson, MI 49201**

If you have any questions concerning this invoice, please contact
Jill Liogghio, Administrative Assistant, at 517.768.6701 or at jliogghio@mijackson.org

ICC CODE SOLUTIONS **Estimate**

9/22/2026
Line#: 510808

TO:	David Elwell, Clerk clerk@blackmantwp.com	**FROM:**	Donna Post, Client Care DPost@generalcode.com
CLIENT:	Blackman Charter Township, MI (BL2663)	**RE:**	Supplement No. 11 Estimate

Dear David,

Thank you for the opportunity to provide an estimate for your current supplementation project. This estimate is provided under the ICC Code Solutions brand. The services described herein will be performed by General Code, LLC, which will also issue invoices and administer the project. Please review the information below.

Source Files:

We have reviewed 2 pieces of legislation for an update to the Charter Township Code.

Ordinance No. 134 does not need to be codified.

For a detailed listing of the included legislation, refer to the Appendix at the end of this estimate.

Supplementation:

General Code, LLC will codify and supplement the legislation listed above which includes but is not limited to:

- Analysis of the new legislation and proper placement in the code
- Removal of repealed or superseded provisions
- Updates to the Officials Page, Table of Contents, Disposition List, Appendixes, Index, Histories, Tables, Charts, and other items as necessary
- Review of statutory citations regarding the new legislation
- Any conflicts, inconsistencies, issues or questions identified at this point will be brought to the attention of the municipality for resolution prior to publication
- Insertion of cross reference and editor's notes, as appropriate
- Creation of instruction page for removing and inserting revised code pages
- Printing of up to 5 sets of supplemental pages
- Update to eCode360

Price:

Between $745.00 and $880.00, which includes shipping and handling.

The final invoice will follow completion of the supplement.

- Any missing legislation received may result in additional costs.
- Any newly adopted legislation received after authorization for this supplement will be held until the next supplement, unless otherwise noted.

ICC CODE SOLUTIONS Estimate

9/22/2026
Line#: 510808

Payment Terms:

Available upon request

Authorization:

To authorize the supplement as outlined above, please sign this ESTIMATE and EMAIL to (ezsupp@generalcode.com).

Signature _____ Date _____

This order is subject to ICC Code Solutions' Codification Terms and Conditions, which are available at https://www.ICCcodesolutions.org/terms-and-conditions-documents/.

Appendix

Legislation to be included in the code

Legislation Name	Adoption Date
Ordinance No. 57.1.2026	07/20/2026
Public Safety: Public Safety Department Amendment - 2026-06-15	06/15/2026

Legislation that does not need to be codified

Legislation Name	Adoption Date
Ordinance No. 134	07/20/2026

Office 517.750.3460
Fax 517.750.4822
E-Mail Address
tonya.cookfnf@gmail.com
7600 King Rd.
Spring Arbor, MI 49283

COOK
FOUNDATION & FLATWORK
COMMERCIAL And RESIDENTIAL
JACKSON, Mi
517-750-3460

Statement

Date

10/14/2026

To:

AE DESIGN SOLUTIONS
2797 Spring Arbor Rd.
Jackson, MI 49203

Amount Due	Amount Enc.
$34,350.00	

Date	Transaction	Amount	Balance
09/14/2026	1980 W. Parnall Rd.; Blackman Park_6.3.26- INV #4566. Due 09/14/2026. Orig. Amount $34,350.00.	34,350.00	34,350.00

Note: If you have an open balance over 60 days, no new work will be performed until your account is current.

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	**Amount Due**
0.00	**34,350.00**	**0.00**	**0.00**	**0.00**	**$34,350.00**

JONES
Construction Solutions

2 Wardcraft Dr, Spring Arbor, MI 49283-9757
Phone: 517-748-1888

Bill to: Blackman Township
1980 W. Parnall Road
Jackson, MI 49201

Invoice date: Oct 9, 2026
Due date: Oct 24, 2026
Invoice ID: 0007
Amount due: $473,933.77

25404 Blackman Public Safety Bldg:

Items	Cost types	Description	Qty/Unit	Unit price	Price
General Conditions (Sep 2026) 1000 General Conditions	Other	Construction Administration, County/Twp Coordination, Utilities Coordination, Owner Communications/Meetings, Project Management, Construction Superintendent, Site Security and Temporary Facilities.	1.00 Lsum	$43,250.00	$43,250.00
Steel 5030 Structural Steel Subcontractor	Subcontractor	Spirit Steel	1.00 Lsum	$900.00	$900.00
General Trades 6005 General Trades	Subcontractor	Brindle Construction and Jones Construction Solutions	1.00 Lsum	$181,020.77	$181,020.77
Roofing 7060 Roofing Subcontractor	Subcontractor	RyCam Roofing	1.00 Lsum	$20,763.00	$20,763.00
Aluminum Framed Glass 8070 Aluminum Framed Entrances / Storefronts	Subcontractor	Quality Glass	1.00 Lsum	$30,000.00	$30,000.00
Plumbing 15040 Plumbing Subcontractor	Subcontractor	Bethesda Plumbing & Piping	1.00 Lsum	$20,250.00	$20,250.00
HVAC Mechanical 15060 HVAC Subcontractor	Subcontractor	Ajax Heating & Air Conditioning	1.00 Lsum	$87,750.00	$87,750.00
Electrical 16030 Electrical Subcontractor	Subcontractor	Eagle Electric	1.00 Lsum	$90,000.00	$90,000.00

Items	Cost types	Description	Qty/Unit	Unit price	Price
Totals:					**$473,933.77**

Change Order Tracking Log

Project: Blackman Twp Public Safety Bldg 25404
Description: New Public Safety Bldg, 25,403 sft
Date: 10.15.26

Tracking Log

CO	Accepted Changes		Total	Date	Status
1	Low-Voltage Rough-in work only	$	32,220.00	9/21/2026	Pending Twp approval
2	Sitework demo around bldg footprint	$	8,712.00	5/14/2026	Pending Twp approval
3	Wall framing/roof truss modifications	$	7,800.00	6/5/2026	Pending Twp approval
4	Replace damaged OSB around building	$	10,700.00	6/11/2026	Pending Twp approval
5	New flat roof, wall siding at cut out areas	$	12,420.00	9/15/2026	Pending Twp approval
6	Add metal roof snow guards	$	9,610.40	9/21/2026	Pending Twp approval
7	Concrete floors (7" with wire mesh)	$	(13,832.00)	9/23/2026	Pending Twp approval
8	Door / Hdwr Modifications	$	7,800.00	9/24/2026	Pending Twp approval
9	provide 17 fire extinguisher locations	$	5,300.00	10/1/2026	Pending Twp approval
10	Basement painting (steel, ceiling, walls)	$	4,495.00	10/6/2026	Pending Twp approval
11	2 Door frame modifications / uneven floors	$	1,926.00	10/8/2026	Pending Twp approval
12	Versa-lok metal panels in lieu of ATAS	$	(3,522.00)	10/8/2026	Pending Twp approval
13	Fire-rated roof access doors / alum ladder	$	11,980.00	10/9/2026	Pending Twp approval
14	HVAC rooftop safety railings	$	11,147.00	10/9/2026	Pending Twp approval
	Total Project Changes to Date	**$**	**74,536.40**	net change to JCS	
		$	42,316.40	actual add to Project	

Notes:

Low-Voltage work was moved from MDIS scope/budget into JSC scope/budget, no increase to project

Progress Meeting

Project Name: Blackman Twp Public Safety Building Project 25404 Date: 10.1.26

Scheduled Attendees

Pete Jancek – Blackman Twp Supervisor	(517) 392-8691	supervisor@blackmantwp.com
Phil Preston – Blackman Twp Treasurer	(517) 740-6653	treasurer@blackmantwp.com
David Elwell – Blackman Twp Clerk	(517) 745-8650	clerk@blackmantwp.com
Darin McIntosh – Blackman Public Safety	(517) 990-8234	dmcintosh@blackmantwp.com
Jack Ripstra – Blackman Twp Engineer	(517) 740-5680	jack@ripstra-scheppelman.com
Byron Schroeder – AE Design Solutions	(517) 206-3768	bschroeder@aedesignsolutions.com
Brian Boyer – Jones Construction Solutions	(517) 783-4441	brian@jonesconstructionsolutions.com
Jim Sabin – Jones Construction Solutions	(517) 745-3897	jim@jonesconstructionsolutions.com
Toby Jones – Jones Construction Solutions	(517) 748-1888	toby@jonesconstructionsolutions.com

This Week

Finish metal stud framing, bulkheads, in new addition area
Continue installing required wood blocking for bathroom fixtures, cabinets, and wall-mounted items in both areas.
Continue exterior metals and exterior windows/door frames
Continue electrical, plumbing, and HVAC rough-ins in both the existing building and new addition.
Complete concrete floor patching and new shower pans.
Continue IT/data/security rough-in work for MDIS systems
Continue with masonry walls in new east addition.
Conducted partial permit inspections for all trades, gas line included (Twp to coordinate with Consumers)

Next Week

Continue framing interior metal stud walls, install bulletproof panels, and specialty windows
M.E.P. Trades: continue electrical, plumbing, mechanical, and MDIS IT/data/security rough-ins.
Begin work on the metal roof system, complete remaining soffit/fascia, and finish exterior aluminum frames.
Continue masonry work. Prep garage floors for concrete.

New/Outstanding Items

Shop drawing reviews and submittals for approval	ongoing – Jones/AE
Exterior metal panel selections and colors	
Electrical plan revisions for inspector review	AE Design Solutions

Questions/Concerns

Immediate Needs

Site plans received Tues for Phase II pricing and coordination	AE Design Solutions

Other

Prepare pricing breakouts for select sitework to be moved into Phase I	Jones
Prepare pricing for all remaining Phase II sitework for 2027	Jones

Next Meeting Oct 15, 2026 10:00am

Project Manager: Brian Boyer Date: 10.1.26

Monthly Construction Progress Report

Project Name: Blackman Twp Public Safety Building Project 25147 Date: 10.6.26

Executive Summary
At this time, all work is advancing as planned, and we are beginning to make up for lost time with masonry and concrete. We are still approximately 1 month behind the desired schedule. Temporary construction measures for site security and erosion control measures remain effective.

Immediate Needs
1. Updated electrical prints for electrical inspector approvals (electrical rough-in approval).
2. A proposed plan for temporary heat is in progress.
3. We will also need a similar plan for power.
4. Vehicle exhaust system shop drawings/prints for coordination with other trades.

Work Completed (Sep)
Metal stud wall framing was completed in the new addition along with a new drywall lid beneath the trusses. MEP rough-in work was largely completed in the existing building area. The new gas lines were installed from the planned meter location. New IT/data rough-in work was also initiated. Exterior door frames were delivered and exterior aluminum window frames were installed. All masonry block and mortar samples were approved. The masonry contractor began laying new block walls on the truck bay addition, while new trench drains were installed for coordination with concrete floors. A framing inspection was completed with the Building Inspector along with a walkthrough involving the Owners and Architect.

Next Month (Oct)
Complete all rough-in inspections for the office/admin areas. Begin interior wall insulation and hanging drywall once electrical prints are complete. Pour all concrete floors for the new garage addition. Continue laying masonry block for the garage areas. Complete installation of the exterior window frames. Begin work on the metal roof system. Begin setting steel as masonry gets to bearing height.

Concerns
1. We are currently reviewing and pricing select items from the Phase 2 site work package to be moved into the current Phase 1 building package for continuity in workmanship, scheduling, communication, and quality control while reducing mobilization costs and administrative effort. This will improve construction continuity and allow the Township to make informed decisions while contractors, equipment, and project resources remain actively engaged on the site. We anticipate having this ready for discussion soon.

Other
Is there a need to add snow guards on the metal roof (RFI-20)?

Next Report Oct 30, 2026

Project Manager: Date: 10.6.26

Photos

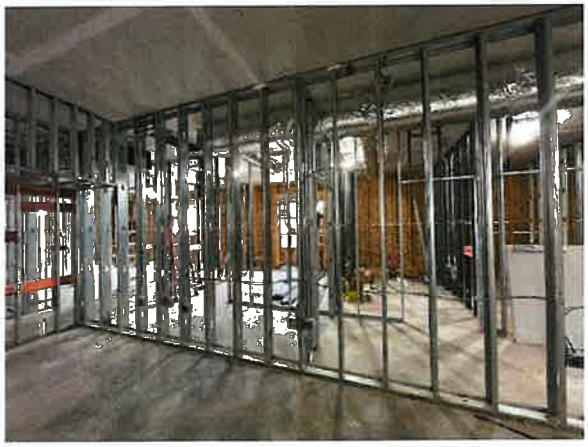












Project Manager: _____ Date: 10.6.26

Construction Billing Summary

Project: Blackman Twp Public Safety Bldg 25404
Description: New Public Safety Bldg, 25,403 sft
Date: 10.6.26

Start: 4/6/2026
Finish: 2/28/2027
$/sft: $266.33

Subcontractor/Supplier	Trade Category	Original Bids	Approved Changes	Adjusted Total	Amount Already Paid	Amount Currently Owing	Balance to Complete
Construction Phase							
Jones Construction Solutions	General Conditions	$788,287.00		$788,287.00	$442,802.55	$43,250.00	$302,234.45
Lester Brothers	Excavation / Grading	$89,843.00		$89,843.00	$89,843.00		$0.00
Cook Foundation & Flatwork	Concrete	$454,229.00		$454,229.00	$243,117.00		$211,112.00
Complete Enclosures Masonry	Masonry	$888,200.00		$888,200.00	$55,500.00		$832,700.00
Spirit Steel	Structural Steel	$309,700.00		$309,700.00	$134,100.00	$900.00	$174,700.00
Jones Construction Solutions	General Trades	$892,809.00		$892,809.00	$245,525.00	$181,020.77	$466,263.23
Rycam	Metal Siding	$227,525.00		$227,525.00	$0.00		$227,525.00
Rycam	Roofing	$407,875.00		$407,875.00	$24,187.50	$20,763.00	$362,924.50
Overhead Door of Jackson	Overhead Doors	$144,856.00		$144,856.00	$0.00		$144,856.00
Quality Glass	Aluminum Framed Glass	$118,000.00		$118,000.00	$0.00	$30,000.00	$88,000.00
Viper Concrete Coatings & Polishing	Polished Concrete Floors	$38,410.00		$38,410.00	$0.00		$38,410.00
Doors & Drawers	Cabinetry	$79,628.00		$79,628.00	$0.00		$79,628.00
Bethesda Plumbing	Plumbing	$324,000.00		$324,000.00	$112,180.00	$20,250.00	$191,570.00
Ajax Heating & Cooling	HVAC Mechanical	$634,303.00		$634,303.00	$258,861.00	$87,750.00	$287,692.00
Eagle Electric	Electrical	$1,368,000.00		$1,368,000.00	$426,000.00	$90,000.00	$852,000.00
		$6,765,665.00	**$0.00**	**$6,765,665.00**	**$2,032,116.05**	**$473,933.77**	**$4,259,615.18**
		Original Bids	**Approved Changes**	**Adjusted Total**	**30%**	**7%**	**63%**

Blackman Charter Township - Public Safety Invoice Registry				
Invoice	Date	Amount	Type	Project
1535	1/2/2025	$49,500.00	%	PS
1537	2/1/2025	$12,000.00	%	PS
1539	3/1/2025	$11,300.00	%	PS
1542	4/11/2025	$11,050.00	%	PS
1543	4/11/2025	$927.50	Extra	PS
1549	6/1/2025	$10,625.00	%	PS
1558	7/1/2025	$9,600.00	%	PS
1564	11/1/2025	$45,825.00	%	PS
1575	2/1/2026	$78,720.00	%	PS
1580	3/1/2026	$17,400.00	%	PS
1587	4/1/2026	$12,700.00	%	PS
1591	5/1/2026	$15,555.00	%	PS
1595	6/1/2026	$54,550.00	%	PS
1598	7/1/2026	$47,775.00	%	PS
1600	8/1/2026	$34,840.00	%	PS
1609	9/1/2026	$31,520.00	%	PS
1611	10/1/2026	$33,760.00	%	PS
Total		$477,647.50		

Blackman Charter Township - Project Bid(APPROVED)		
Vendor	Bid	%
O'harrow	$97,750.00	$8,064.38
Jones	$6,765,665.00	$558,167.36
Seelye	$259,938.00	$21,444.89
MDIS	$711,822.22	$58,725.33
Hastings	$109,650.00	$9,046.13
Jackson Automatic	$68,850.00	$5,680.13
Jackson Automatic	$23,867.00	$1,969.03
Wolter	$152,350.00	$12,568.88
Wolter	$179,527.40	$14,811.01
Total Systems	$51,131.00	$4,218.31
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
Total	$8,420,550.62	$694,695.43

Construction Bid Summary - Jones Construction Solutions

PRELIMINARY

Project: Blackman Twp Public Safety Bldg 25404
Description: New Public Safety Bldg, Sitework & Utilities
Date: 10.14.26

Subcontractor/Supplier	Trade Category	Original Bids
Construction Phase		
Jones Construction Solutions	General Conditions	$190,000.00
Lester Brothers	Earthwork and Utilities	$1,011,118.00
Cook Foundation & Flatwork	Concrete	$1,163,272.00
Brothers Outdoor World	Landscape	$171,240.00
Dog Park Fence (separate cost)	$26,650.00	
Utilities Breakdown		
Asphalt Removal	$48,145.00	
Sanitary Sewer	$358,164.00	
Storm Sewer	$301,115.00	
Water	$64,288.00	
	$771,712.00	
Voluntary Alternates (savings)		
HDPE for the Type K copper	-$6,600.00	
ADS N-12 storm pipe (keep 30" RCP)	-$12,364.00	
west half to 6-inch concrete	-$99,815.00	
	-$118,779.00	

With Savings: $2,416,851.00

$2,535,630.00
Original Bids

Exclusions:

Removal and disposal of contaminated soils.

Unsuitable soils, undercutting, and associated remediation.

Dewatering, as highlighted above.

All sewer and water tap fees.

Soil and concrete testing.