# BLACKMAN CHARTER TOWNSHIP BOARD MEETING AGENDA

Monday, November 18, 2024 6:00 PM

# CALL TO ORDER / PLEDGE OF ALLEGIANCE

# BRIEF PUBLIC COMMENTS - (two-minute limit)

# **ADDITIONS / DELETIONS**

# MINUTES APPROVAL

1. Approval of the minutes for the Regular Board Meeting held on Monday, October 21, 2024

# **PRESENTATIONS**

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# **CONSENT AGENDA**

- 1. Approval of payroll for the dates 10/11/24 in the amount of \$165,421.05 and for 10/25/24 in the amount of \$199,591.38.
- 2. Approve \$200,000.00 transfer of funds from General Fund to Public Safety Fund for the month of October 2024.
- 3. Approve to use ARPA Funds to pay a portion of Public Safety October 2024 payroll in the amount of \$176,048.17.
- 4. Receive Revenue and Expenditure Report for the month of October 2024.

# SUPERVISOR'S UPDATE

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# TREASURER'S UPDATE

1. Special Assessment Roll

# **CLERK'S UPDATE**

- 1. Election Update
- 2. Cemetery Update

# **PUBLIC SAFETY**

1. Authorize the Supervisor to sign the Ambulance Station Lease Agreement with Jackson Community Ambulance

# PLANNING COMMISSION

- 1. Meeting Minutes (draft) Tuesday, October 29, 2024
- 2. Zoning Ordinance Update
- 3. Master Plan Update
- 4. Master Plan Community Survey discussion

# ZONING BOARD OF APPEALS

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# **PARKS & RECREATION**

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# TECHNOLOGY COMMITTEE

- 1. Meeting Minutes Wednesday, November 13, 2024
- 2. 2025 Meeting Schedule

# **UTILITIES COMMITTEE**

- 1. 2025 Meeting Schedule
- 2. Street light fees going up 55%

# ORDINANCE REVIEW COMMITTEE

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# **NEW BUSINESS**

- 1. Approve the 2025 Blackman Charter Township Board of Trustees Meeting Schedule.
- 2. Authorize the Supervisor to sign the Comcast Enterprise Services Master Services Agreement.
- 3. Authorize the Supervisor to sign the Proposal for Consultant Services for Public Safety Building Renovation/Addition
- 4. Approve the Ray Printing estimate for 2024 winter tax bills, newsletters, #10 window envelopes, mailing services and postage, priced at \$5,145.00.
- 5. Proposed Resolution; Compensation for Board and Committee Meetings & Appendix discussion
- 6. PILOT Resolution and Ordinance discussion
- 7. Road Diet discussion
- 8. Resolution #11-2024-1118

# BILLS

1. Approve payment of bills on the Board Invoice Post Audit Report dated 11/05/24 in the amount of \$1,328,842.17 and Board Invoice Report dated 11/19/24 in the amount of \$237,503.96.

# EXTENDED PUBLIC COMMENT (Three-minute limit)

# **OPEN DISCUSSION**

# **ADJOURNMENT**

Regular Board Meeting Blackman Charter Township October 21, 2024

The Blackman Charter Township Board convened at 6:00 p.m. on Monday, October 21, 2024, at the Township Hall, 1990 West Parnall Road, Jackson, Michigan.

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

Pack, and Thomas

Members absent:

Public Attendance:
Ray Snell

Steve Shotwell

# CALL TO ORDER / PLEDGE OF ALLEGIANCE

# BRIEF PUBLIC COMMENTS - (two-minute limit)

- 1. Ray Snell, 9th District County Commissioner
  - a. Discussion: Animal Control Shelter land purchase, Airport repairs and improvements, JCDOT roads update, Landfill approval for vertical expansion, Jackson County software upgrade approved, Parks improvements, Grant to reinstitute mental health, Jackson Co. Jail millage.
- 2. James Shotwell, 5th District County Commissioner
  - a. Discussion: Animal Control donation, animal hording, roads, Parks Commission improvements at Cascades Falls.
  - b. Thank you, Blackman Twp. building department, for the assistance with airport project.

# ADDITIONS / DELETIONS

1. No additions/deletions

Motion by Clerk Elwell, supported by Trustee Pack to approve the Board of Trustee agenda for the Regular Board Meeting held on Monday, October 21, 2024.

Unanimously approved by voice vote

# MINUTES APPROVAL

No changes/corrections.

Motion by Trustee Thomas, supported by Trustee Ambs to approve the Board of Trustee minutes for the Regular Board Meeting held on Monday, September 16, 2024, and to approve the Board of Trustee minutes for the Special Board Meeting held on Wednesday, September 18, 2024

Unanimously approved by voice vote

# CONSENT AGENDA

- 1. Approval of payroll for the dates 9/13/24 in the amount of \$174,428.78 and for 9/27/24 in the amount of \$184,457.08.
- 2. Approve \$400,00.00 transfer of funds from General Fund to Public Safety Fund for the month of September 2024.
- 3. Approve to use ARPA funds to pay Public Safety September 2024 payroll in the amount of \$330,971.03
- 4. Receive Revenue and Expenditure Report for the month of September 2024.

Motion by Treasurer Preston, supported by Clerk Elwell

Roll Call: Ayes - Elwell, Pack, Thomas, Williams, Ambs, Jancek, Preston

Nays - None Motion Approved

# SUPERVISOR'S UPDATE

- 1. Tompkins Township Notice of Intent to Adopt the 2050 Master Plan: informational
- 2. Sewage Treatment Plant: estimating the scope of the project
- 3. JCDOT Traffic Summit meeting to be held on October 22, 2024.

# TREASURER'S UPDATE

1. General Funds report: informational

# **CLERK'S UPDATE**

INCREASE BUDGET Motion by Clerk Elwell, supported by Supervisor Jancek to approve increase in

"Contract Employee" budget line from \$5,000.00 to \$7,500.

Roll Call: Aves - Ambs, Thomas, Jancek, Elwell, Preston, Pack, Williams

Nays - None Motion Approved

INCREASE PER HOUR PAY FOR CONTRACT EMPLOYEE Motion by Clerk Elwell, supported by Supervisor Jancek to approve increase in per-hour amount for Contract Employee from \$17.50 to \$20.00 per hour.

Roll Call: Ayes - Jancek, Preston, Pack, Thomas, Elwell, Ambs, Williams

Nays - None Motion Approved

- 3. General Election update.
  - a. 3800 AV ballots sent

# **PUBLIC SAFETY**

2024 CLEANING ALLOWANCE

Motion by Trustee Williams, supported by Clerk Elwell to authorize the approval of the 2024 Cleaning Allowance (per contract) of \$693.30 per officer, to be paid the first week of December from account #205-345-721.200, total not to exceed \$28,425.30

Roll Call: Ayes - Williams, Preston, Thomas, Jancek, Ambs, Elwell, Pack Navs - None Motion Approved

2. Dettman station agreement with JCA discussion; define new language in contract.

# PLANNING COMMISSION

1. Meeting Minutes (draft) Tuesday, October 15, 2024

CASE #1582: COND. USE -SALES OF PREFAB SHEDS &

GAZEBOS.

Motion by Treasurer Preston, supported by Supervisor Jancek to approve Case #1582 – Conditional Use Permit; Avenue Auto – Sales of Prefabricated Sheds and Gazebos; Zoned Highway Commercial (C-3), requested by Avenue Auto; with conditions that setback requirement from all property lines be a minimum of 5'0".

Roll Call: Ayes - Jancek, Ambs, Williams, Pack, Elwell, Preston, Thomas Navs - None Motion Approved

2. Next meeting October 29, 2024, to begin updating Zoning and Master Plan.

# ZONING BOARD OF APPEALS

PARKS & RECREATION

SLIDE REPLACEMENT Motion by Treasurer Preston, supported by Supervisor Jancek to approve the quote from We Build Fun for slide replacement in the amount of \$5,534.25 Roll Call: Ayes - Thomas, Ambs, Elwell, Jancek, Pack, Williams, Preston

Nays - None Motion Approved

**PURCHASE POLE** 

FOR

Motion by Supervisor Jancek, supported by Trustee Pack to approve the

purchase of a pole for park/internet, not to exceed \$6,000.00.

PARK/INTERNET

Roll Call: Ayes - Preston, Williams, Thomas, Ambs, Pack, Elwell, Jancek

Nays - None Motion Approved

ACCEPT QUOTE FOR DOG PARK GROUND PREP Motion by Treasurer Preston, supported by Clerk Elwell to accept the low quote for Dog Park Parnall Complex ground preparation from Concord Excavating in the amount of \$7,753.00

Roll Call: Ayes - Pack, Elwell, Preston, Williams, Thomas, Jancek, Ambs

Nays - None Motion Approved

# TECHNOLOGY COMMITTEE

UTILITIES COMMITTEE

1. Street Light update – collecting information, expecting an increase in costs for 2025

2. Dettman Sewer Repair Agreement - received payment from Leoni Township

# ORDINANCE REVIEW COMMITTEE

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## **NEW BUSINESS**

MERS RETIREE HEALTH FUNDING Motion by Clerk Elwell, supported by Trustee Williams to approve payment of \$300,000.00 to MERS to fund the MERS Retiree Health Funding Vehicle as follows:\$120,000.00 from General Fund and \$180,000.00 from Public Safety

Roll Call: Ayes - Elwell, Pack, Thomas, Williams, Ambs, Jancek, Preston Navs - None Motion Approved

MERS DEFINED BENEFIT PLAN Motion by Trustee Williams, supported by Trustee Pack to approve payment of \$750,000.00 to MERS to fund the MERS defined Benefit Plan from the Public Safety Fund.

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

DOOR REPLACEMENT AT TOWNSHIP OFFICE Motion by Supervisor Jancek, supported by Trustee Ambs to accept the low bid from Rogers Glass, Window & Door, Inc. to replace the doors at the Township Office in the amount of \$24,995.00.

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

APPOINT RACHEL JOHNSON TO PARKS BOARD Motion by Supervisor Jancek, supported by Trustee Thomas to approve the appointment of Rachel Johnson to Parks Board to fill vacant seat of Jeff Kinney, term ending 12/31/2024.

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

**AWARD SNOWPLOWING** CONTRACT

Motion by Supervisor Jancek, supported by Clerk Elwell to approve the low bid snowplowing contract from Wolverine Sealcoating, LLC in the amount of

\$1,535.00

Roll Call: Ayes - Jancek, Ambs, Williams, Pack, Elwell, Preston, Thomas

Nays - None

Motion Approved

**AUTHORIZE ADMINISTRATIVE COMMITTEE TO** 

Motion by Clerk Elwell, supported by Trustee Williams to approve authorization of the Administrative Committee to begin negotiations for Public

Safety Building RFQ responses, in ranked order; AE Design, Jones

Construction, OHarrow. **BEGIN** 

**NEGOTIATIONS** 

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

Nays - None

Motion Approved

**BILLS** 

Motion by Treasurer Preston, supported by Trustee Williams to approve payment of bills on the Board Invoice Post Audit Report dated 10/7/24 in the amount of \$176,264.83 and Board Invoice Report dated 10/22/24 in the amount of \$1,032,966.72.

Roll Call: Ayes - Preston, Williams, Thomas, Ambs, Pack, Elwell, Jancek

Navs - None

Motion Approved

# EXTENDED PUBLIC COMMENT (Three-minute limit)

OPEN DISCUSSION

The Supervisor declared the meeting adjourned at 7:24pm.

David Elwell, Township Clerk

# SPECIAL ASSESSMENT ROLL

All Records
All Special Assessments
WINTER SEASON

# 2024

Parcel	No Owners Name	Sp. Assessment	Amount	
1	Totals for Blight Blight Totals for DQPen Delq Penalty Totals for M1 Mowing Totals for SCF1 SEWER ASSESSMENT Totals for SCF8 SEWER ASSESSMENT Totals for SNOW SNOW REMOVAL Totals for STL Street Lights Totals for STW Summit Water Totals for UB DLQ UTILITY Totals for WTR1 WTR ASSESSMENT	Count: 1 Count: 753 Count: 17 Count: 3 Count: 4 Count: 63 Count: 4196 Count: 3 Count: 753 Count: 3	10,368.06 5,249.09 8,360.00 2,210.70 3,274.92 7,797.40 185,536.66 963.04 174,889.83 4,448.64	
***Waiti	Grand Totals	Count: 5796	403,098.34	

# 2023

Parcel	No Owners Name	Sp. Assessment	Amount	
			0.252.00	
	Totals for CJW City Water	Count: 9	2,353.22	
	Totals for DQPen Delq Penalty	Count: 738	4,201.56	
	Totals for M1 Mowing	Count: 31	8,800.00	
	Totals for SCF1 SEWER ASSESSMENT	Count: 5	3,016.60	
	Totals for SCF8 SEWER ASSESSMENT	_	2,466.87	
	Totals for SNOW SNOW REMOVAL	Count: 60	10,377.30	
		Count: 4179	119,800,56	
	Totals for STL Street Lights	Count: 3	579.97	
	Totals for STW Summit Water			
	Totals for UB DLQ UTILITY	Count: 738	140,075.50	
	Totals for WTR1 WTR ASSESSMENT	Count: 3	2,062.06	
	Grand Totals	Count: 5769	293,733.64	

NOTE: placed on Winter Tax Notices

# AMBULANCE STATION LEASE AGREEMENT

THIS AMBULANCE STATION LEASE AGREEMENT (the "Agreement") is made as of the 11<sup>th</sup> day of November 2024, by and between JACKSON COMMUNITY AMBULANCE, a Michigan nonprofit corporation, whose address is 429 Ingham Street, Jackson, Michigan, 49201 ("JCA") and the CHARTER TOWNSHIP OF BLACKMAN, a Michigan municipal corporation, whose address is 1990 West Parnall Road, Jackson, Michigan 49201 ("Township").

# WITNESSETH:

WHEREAS, the Township owns a building located at 360 North Dettman Road, Jackson (Charter Township of Blackman), Michigan, which is a Township fire station ("Building"); and

WHEREAS, one (1) bay of the Building is currently being used by the Public Safety Department ("Public Safety Department") and the remainder of the building is currently unused; and

WHEREAS, the Township desires to improve emergency medical services to the residents of the Township, by providing a location for an emergency ambulance station; and

WHEREAS, JCA provides emergency medical services to the Charter Township of Blackman and other municipalities under an ambulance service agreement with the County of Jackson; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, JCA and the Township agree as follows:

- 1. <u>Use of Building.</u> The Township shall allow JCA access, use, and quiet enjoyment of the addition to the Building, for the purpose of operating an ambulance station ("Designated Use"). JCA agrees to allow the Township to use (1) bay for storage of a fire engine and have access to the restroom in the truck bay (See attached legal description and sketch.)
- 2. <u>Utilities.</u> JCA will be responsible for all utilities at the above location.
- 3. <u>Term.</u> The Term of this agreement shall begin on November 11, 2024, and renew automatically annually unless terminated. Notwithstanding the foregoing, JCA may at any time during the Term, terminate this Agreement upon ninety (90) days written notice. If, at any time, the Designated Use is determined not to be in accordance with applicable law, and if JCA is unable to comply with those laws within a thirty (30) day period, this Agreement will automatically terminate at the end of the month when such determination was made. The Township may, with (90) days written notice to terminate the lease.
- 4. <u>Monthly Rent</u>. In consideration of the leasehold improvements made by JCA, and the value to Township and residents of having an ambulance stationed in their community, there shall be no monthly rent during the Term-

5. Insurance. The Township agrees to keep and maintain the roof and other exterior portions of the building, exclusive of doors and windows. The Township, further, shall, at its expense, insure the building against loss or damage under a policy, or policies, of fire and extended coverage insurance, including additional perils. JCA shall, at its own cost and expense, secure and maintain, during the entire term of this Lease and any renewal or extensions of such term, a broad-form comprehensive-coverage policy of public-liability insurance issued by an insurance company acceptable to the Township with minimum coverage of \$1 million for damage to any one person, \$1 million for damage in any one accident, and \$500,000 for property damage. Insurance must cover accidents or damage in or on the leased premises, sidewalks, parking areas, entry ways, and all other portions of the buildings thereon. The Charter Township of Blackman and all elected and appointed officials, all employees and volunteers, and all members of boards, commissions, and/or authorities shall be named as additional insured on such policy of insurance. The policy must further provide for notice by the insurance company to the Township of any termination, cancellation, nonrenewal, reduction, or material change in coverage under the policy at least 30 days in advance of the happening of any such event.

To the fullest extent permitted by law, JCA agrees to defend, pay on behalf of, indemnify, and hold harmless the Charter Township of Blackman, its elected and appointed officials, employees, and volunteers, and others working on behalf of the Charter Township of Blackman against any all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Charter Township of Blackman by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected with this Agreement.

- 6. <u>Maintenance</u>. With the exception of obligations for maintenance and repair specifically assumed herein by the Township, JCA shall be obligated to make minor repairs and manage preventative maintenance of premises at its own cost and expense. The premises shall be kept in good and safe condition, including windows, doors, fixtures, and any other system or equipment within the premises.
  - a. Township shall be responsible for large capital replacements and significant structural repairs. This would include, but is not limited to; HVAC system, roof, siding, gutters, etc.
  - b. JCA shall be responsible for minor repairs such as, but not limited to; furnace filters, lighting fixtures, carpet, interior painting, landscape maintenance, etc.
  - c. JCA recognizes that the Township's zoning and building department has the authority to determine if the standards of maintenance and upkeep are being met.
- 7. <u>Right of First Refusal.</u> If at any time during the term of this Agreement, the Township shall receive a bona fide offer from any person to purchase the Building, the Township shall send JCA a copy of the proposed contract (except the name of the buyer) and notify JCA of the intention of the Township to accept same. JCA shall have the right within ten (10) days to accept the terms of said contract in writing and within thirty (30) days thereafter to purchase the Building in its own name or **in** the name of a nominee, for the gross purchase price and on the terms specified **in** said contract. If JCA shall not so elect

within said period, the Township may sell the Building to said buyer provided the sale is on the same terms and conditions and for the price set forth in the said contract sent to JCA.

In the event JCA fails to exercise the aforesaid right of first refusal in connection with a proposed sale, then such right shall be extinguished as to that particular sale; however, if such sale is not consummated, the right of first refusal shall remain in effect as to any subsequent offers of purchase or sale.

All sales to third parties shall be subject to this lease.

8. <u>Notices.</u> Notices given under this agreement will be made to:

Township: To the Supervisor, at the address first written above.

JCA: To the President & CEO, at the address first written above.

- 9. <u>Interpretation</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Michigan, without giving effect to principals of conflicts of law.
- 10. <u>Entire Agreement.</u> This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and may not be modified except by an instrument in writing executed by both parties.
- 11. <u>Enforceability</u>. The Agreement is intended solely for the benefit of the parties, and there is no intention, express or otherwise, to create rights or interests for any person or entity other than the Township and JCA.

JCA and the Township have executed this Agreement as of the day and year first written above.

MINUTES
BLACKMAN CHARTER TOWNSHIP
PLANNING COMMISSION
1990 W. PARNALL RD.
Tuesday October 29, 2024
6:00PM

The Blackman Charter Township Planning Commission Convened at 6:00pm on Tuesday, October 29, 2024 at the Blackman Township Office.

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

Members Absent:

Sign-in list of names present: In file

# MINUTES APPROVAL: September 17, 2024

Motion by: Grabert, supported by: Preston to approve Minutes for Planning Commission meeting held

10/15/2024.

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

# **OTHER MATTERS REVIEWED:**

# **Zoning Ordinance Update:**

- -Reviewed updated ordinance thru Article II
- -Continue review over the next few meetings.

# Master Plan Update:

- -Region 2 presented draft public questionnaire to planning commission for review and comment.
- -Region 2 will revise per comments.
- -Mater Plan questionnaire will be sent to Board of Trustees at next meeting.

**PUBLIC COMMENT: None** 

TRUSTEE REPORT: Misc. Items

**ZBA REPORT:** None

**OPEN DISCUSSION: None** 

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

Minutes prepared by: Byron Schroeder, Secretary

Minutes Approved:

Byron P. Schroeder, Secretary



# Blackman Charter Township Master Plan Community Survey 2024

The Blackman Charter Township Planning Commission is updating the Township's Master Plan and your input is crucial to its success. This Plan will serve as the guiding framework for our community's development. We want to know what you think about living, working, and doing business in Blackman Township. You can complete the survey online at Blackman Township's website or submitting a copy, as detailed below. All responses are confidential and anonymous.

detailed belo	ow. All responses are confidential and anonymous.
1. What three	(3) things do you not want to see change in Blackman Charter Township?
	estions ask about land use and the types of development that are allowed in different parts of th s residential, commercial, industrial, agricultural, and recreational.
	ollowing types of land uses, in order of importance with #1 being the most rethe township.
	Residential
■ _\$	Commercial
■ 🕩	Industrial
≡ ( \$)	Agricultural
<b>■</b> •	Recreational

3. How do you think	the mix of land uses in	the township should be b	alanced?
	Need More	Need Less	Just Right
Residential	$\bigcirc$	O	
Commercial	0	$\circ$	0
Industrial	$\circ$	$\bigcirc$	0
Agricultural	0		$\circ$
Recreational			
Other (please specify)			
4. Are there any spe	ecific areas of the townsh	nip where you think certa	ain types of land uses
should be focused of		<i>J</i>	
	oughts on the density of n, or too little developme		ship? Do you think there
6. Are there any speaddress?	ecific land use issues or o	challenges that you think	the township should
	k the township should ba ben space and natural res		evelopment with the
8. Are there any speconsider adopting?	ecific land use policies or	regulations that you thin	nk the township should

10. What do you think are the most important considerations when deciding where to locate different types of land uses in the township?
The following questions address the transportation needs of the township, including roads, public transit, pedestrian and bicycle infrastructure, and other forms of transportation.
11. How do you typically get around the township?
○ Walk
Bike
O Drive
Public transit
None of the above
Other (please specify)
Sales (presses specify
12. Are there any transportation challenges or issues that you think the township should
address?
13. What are your thoughts on the current state of the township's road network? Is it sufficient, or are there areas that need improvement?
sumcient, or are there areas that need improvement:
14. What are your thoughts on the availability and quality of public transit in the township?

15. Do you think the township has enough bike and pedestrian infrastructure? If not, what improvements would you like to see?
16. How do you think the township should prioritize transportation projects and improvements?
17. Are there any specific transportation policies or initiatives that you think the township should consider adopting?
The following questions focus on strategies for promoting economic growth and stability in the township.
18. What are your thoughts on the current state of the economy in the township?
40 Januaria de la
19. What industries or businesses do you think the township should focus on attracting or retaining?
20. Are there any specific economic development challenges or issues that you think the township should address?
21. How do you think the township should support and promote local businesses?
22. Are there any specific economic development policies or initiatives that you think the township should consider adopting?

23. Are there any specific types of businesses or industries that you think the township should avoid or discourage?
24. How do you think the township should balance the need for economic development with the need to protect the environment and preserve natural resources?
The following questions address the housing needs of the township, including the availability and affordability of different types of housing.
25. What are your thoughts on the availability and affordability of housing in the township?
OC 14th - t bearing do you think the toy makin should focus on providing?
26. What types of housing do you think the township should focus on providing?
Single-family homes
Multi-family housing (market rate apartments)
O Townhomes
Condominiums
Senior housing
Mixed-use residential buildings
Affordable housing - single-family
Affordable housing - multi-family
Infill residential on vacant lots
None of the above
Other (please specify)
27. Are there any specific housing challenges or issues that you think the township should
address?

28. What do you think are the most important considerations when planning for housing in the township?
29. Are there any specific housing policies or initiatives that you think the township should consider adopting or eliminating?
30. How do you think the township should balance the need for new housing with the need to preserve the existing neighborhoods?
31. How do you think the community should address the housing needs of vulnerable populations, such as low-income households, seniors, and people with disabilities?
32. How do you think the township should balance the need for affordable housing with the need to protect the character and quality of neighborhoods?
The following questions address the conservation and management of natural and cultural resources in the township such as parks, open spaces, natural areas, and historic sites.
33. What types of natural and cultural resources do you think the township should prioritize protecting or enhancing?
Parks
Open space
Natural areas
Historic sites
None of the above
Other (please specify)

34. Are there any specific natural or cultural resources that you think the township should focus on preserving or restoring?
35. Are there any specific natural or cultural resource policies or initiatives that you think the
township should consider adopting?
36. How do you think the township should balance the need for development with the need to protect natural and cultural resources?
37. How do you think the township should balance the need to protect natural and cultural resources with the need to provide recreational opportunities for residents?
The following questions address the infrastructure needs of the township, including utilities, public facilities, and other types of infrastructure.
38. What are your thoughts on the current state of infrastructure in the township? (e.g. utilities, public facilities, etc.)
39. Are there any specific infrastructure challenges or issues that you think the township should address?
40. What types of infrastructure do you think the township should prioritize investing in?

41. How do you think the township should finance infrastructure projects and investments?
42. Are there any specific infrastructure policies or initiatives that you think the township should consider adopting?
Should obligated at spin-ig.
43. How do you think the township should balance the need for new infrastructure with the
need to maintain and upgrade existing infrastructure?
44. How do you think the township should balance the need for infrastructure with the need
to protect the environment and preserve natural resources?
The following questions address the types of community facilities and services that are available in the township, such as schools, libraries, and public safety facilities.
45. What are your thoughts on the availability and quality of community facilities and services
available in the township? (e.g. schools, libraries, and public safety facilities).
46. Are there any specific community facilities that you think the township should prioritize
investing in or improving?
47. How do you think the township should finance community facilities and services?

48. Are there any specific the township should			ties or service	es policies or	initiatives 1	that you think
49. How do you thin services with the ne					community	facilities and
50. How do you thin services with the ne						
51. How do you thir						
populations, such a	s tow-income	nousenoid	3, 3011013, 411	a poopio wia		
52. Please rate the	following cor	nmunity fac	cilities: Average	Neutral	Poor	Very Poor
Traffic enforcement by Blackman-Leoni Public Safety	0	0		C	Ó	0
Crime prevention by Blackman-Leoni Public Safety	0	0	0	0	Ô	0
Emergency response by Blackman-Leoni Public Safety	0	0	Ö	0	0	0
Overall, how would you rate Blackman Charter Township as a place to live?	0	0	0	٥	10'	0
Other (please specify)						

Please share the following general demographic information about yourself.  $% \label{eq:control_eq}$ 

3. What is your relationship to Blackman  Blackman Charter Township resident	
Employed in the Township	
Township property owner	
Township business owner	
Student in the Township	
Regular visitor	
None of the above	
other (please specify)	
	e e
4. What is your age?	
17 and under	
18-24	
25-34	
35-44	
45-54	
55-64	
65+	
5. Where do you work?	
Blackman Charter Township	
Elsewhere in Jackson County	
Ingham County	
Eaton County	
Retired	
None of the above	
ther (please specify)	

57. Where do / did your children attend school?
Public school
Private school
Homeschool
College / Graduate School
None of the above
Other (please specify)
Township?
59. What do you think would make Blackman Charter Township better?
X6
60. Please share any additional comments in the space provided.

**Technology Committee** 

Blackman Charter Township Meeting Minutes Nov 13, 2024

The Blackman Charter Township Technology Committee convened at 4:54p.m. on Wednesday Nov 13, 2024.

Members Present: Pete Jancek, Brandon Williams, Mike Ambs

Members Absent:

Others Present: Director Scott Grajewski, Deputy Director Chris Boulter, & Francine Powell

Meeting called to order at 4:54 p.m.

Items to take to the November 13, 2024, Board Meeting for approval.

# **TOWNSHIP TECHNOLOGY**

Comcast Enterprise Service Agreement with Blackman Charter Township Renewal contract for 60 months. To be reviewed and approved by the Board Members.

Approval needed for B. Williams to purchase his issued Blackman Charter Township Tablet at a fair Market Value. Price to be determined by Board Members. Brandon is stepping down from this position. Thank you B. Williams for your many years of loyal services.



# BLACKMAN CHARTER TOWNSHIP 2025

# Technology Committee Meeting Schedule

January 8

February 12

March 12

April 9

May 14

June 11

July 9

August 13

September 10

October 08

November 12

December 10

5:00 p.m.
Blackman Township Hall
Conference Room
1990 W. Parnall RD

Jackson, MI 49201



# BLACKMAN CHARTER TOWNSHIP 2025 Utility Committee Meeting Schedule

January 8

February 12

March 12

April 9

May 14

June 11

July 9

August 13

September 10

October 08

November 12

December 10

5:30 p.m.
Blackman Township Hall
Conference Room
1990 W. Parnall RD
Jackson, MI 49201



# **BLACKMAN CHARTER TOWNSHIP**

1990 W. Pamall Road • Jackson, Michigan 49201-8612 • Phone (517) 788-4345 • Fax (517) 788-4689

# BLACKMAN CHARTER TOWNSHIP BOARD OF TRUSTEES

# 2025 MEETING SCHEDULE MEETINGS BEGIN AT 6:00 P.M.

January 21, 2025

February 18, 2025

March 17, 2025

April 21, 2025

May 19, 2025

June 16, 2025

July 21, 2025

August 18, 2025

September 15, 2025

October 20, 2025

November 17, 2025

December 15, 2025

The Board of Trustees Meetings are held on the third Monday of each month. except for January and February, due to holiday and Early Voting.

# PLANNING COMMISSION MEETINGS

 $6:00 \text{ P.M.} - 1^{\text{st}}$  and  $3^{\text{rd}}$  Tuesdays – as needed.

# ZONING BOARD OF APPEALS MEETINGS

 $6:00 \text{ P.M.} - 2^{\text{nd}}$  and  $4^{\text{th}}$  Tuesday – as needed.

# ALL MEETINGS ARE OPEN TO THE PUBLIC

Adopted by the Township Board in Month - Posted on: Date

COMCAST BUSINESS Account Name MSA ID Date Generated

Township of Blackman Charter MI-14831614-CSchm 11/13/2024

# COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA Term: Sixty (60) Months

OMER INFORMATION
Primary Contact Address Information
Address 1: 1990 W Parnall Rd
Address 2:
City: Jackson
State: MI
Zip Code: 49201

This Comcast Enterprise Services Master Services Agreement ("Agreement" or "MSA") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above customer ("Customer") and is effective as of the date of Customer's signature below (the "Effective Date"). The Agreement consists of this Master Service Agreement Cover Page executed by Customer (this "Cover Page"), the Comcast Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), each Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted by Comcast hereunder ("Sales Orders"). In the event of any inconsistency among these documents, the order of precedence will be as follows: (1) Amendments (if any), (2) this Cover Page, (3) PSA(s), (4) General Terms and Conditions and (5) Sales Orders. This Agreement shall be legally binding when signed by Customer and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

Customer may submit Sales Orders to Comcast during the term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at https://business.comcast.com/terms-conditions-ent. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at https://business.comcast.com/customer-notifications/acceptable-use-policy (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at https://business.comcast.com/privacy-statement\_new (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in serviceable areas. Services may not be transferred without the prior written consent of Comcast as set forth in more details in the General Terms and Conditions. Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable PSAs.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

		CUSTOMER (by authorized representative)
Signature:		
Name:	Peter Jancek	
Title:	Supervisor	
Date:		

Page 1 of 7 RUSINESS ount Name: Township of Blackman Charter SO IDF: MI-14831614-CSchm-27556951 MSA ID#: MI-14831614-CSchm INVDICE ADDRESS ne Blackman Charter Township Primary Contact: Chris Boulte Address 1: 1990 W Pamall Road Title: Deputy Director of Support Services Billing Contact: Chris Boulter Address 1: 1996 W Parnall Road chy: Jackson Title: Deputy Director of Support Services State: M1 Phone: 517-990-8240 city: Jackson Zb Code: 49201 State: MI sampt: Yes
\* if Yes, please provide and attach all Fec Zip: 49201 Email: cboulter@blackmantwp.com Phone: 517-990-8240 Email: cboulter@blackmantwp.com Service Term (Months): SUMMARY OF STANDARD INSTALLATION FEES\* SUMMARY OF SERVICE CHARGES\* \$199.00 Total Standard Installation Fees: \$1,970,28 Current Monthly Recurring Charges: Total Trunk Services Standard Installation Fees \$199.00 Current Trunk Services Monthly Recurring Charge Total Standard Installation Fees (all Services): Total Current Monthly Recurring Charges (all Services): SUMMARY OF CUSTOM INSTALLATION FEES\*
Total Custom Installation Fee: \$0,00 Change Monthly Recurring Charges: Change Trunk Services Monthly Recurring Charges: \$655.00 Change Monthly Recurring Charges (all Services): \$655.00 \$2,625.28 Total Monthly Recurring Charges: Total Trunk Services Monthly Recurring Charges SUMMARY OF MONTHLY EQUIPMENT FEES\* \$2,625.28 Total Monthly Recurring Charges (all Services): Current Services Equipment Fee Monthly Recurring Charges: Current Trunk Services Equipment Fee Monthly Recurring Charges: 50.00 Current Equipment Fee Monthly Recurring Charges (All Services): \$0,00 Change Services Equipment Fee Monthly Recurring Charges: Change Trunk Services Equipment Fee Monthly Recurring Charge \$0.00 Change Equipment Fee Monthly Recurring Charges (All Services): Total Service Equipment Fee Monthly Recurring Charges Total Trunk Service Equipment Fee Monthly Recurring Charges Total Equipment Fee Monthly Recurring Charges (All Services) \$0.00 \*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable (ederal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcost Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcost one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at http://business.comcast.com/terms-conditions-ent, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement. By purchasing Conscast voice services, you are giving Concast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s). COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE: In order for 911 calls to be properly directed to emergency services using the Voice Services, Customer must provide and maintain the correct service address information ("Registered Service Location") for each telephone number and extension used by Customer. The Registered Service Location should also include information such as floor and office number as appropriate.

If the Voice Services are moved to, or used in, a different location without customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Services (including 911) may fall altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service for the province of t iness Voice Services set forth in this Sales Order (the "Voice Services") have the following 911 limitations: Service Location change to be processed, may increase these risks. Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the telephone system as necessary to reflect moves or EQUISIONER 911 calls may be sent to an emergency call center where an agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority additions of stations The Voice Services use electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, falls, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.

Calls using the Veice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment and/or power failure, a broadband connection failure, or appropriate restriction problem. Failure by Customer to make updates to the Registered Service Location, including updates to restore service address to the original Registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.
 Customers should call Comcast at 800-741-4141 if they have any questions or need to update the Registered Service Location in the E911 system. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICES. By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order Matthew Corrette

Peter Jancek

Supervisor

Date

Sales Rep E-Med: matthew\_corrette@cable.comcast.com

Heartland

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CC BU	MCAS SINES:	T S	COMC	AST ENTER	PRISE SERVICES  SERVICES AND PRICING	SALES ORDER FO	RM			
				Township of Blackman	Charter	Date:	11/12/2024			
				Township of Discontinu	MI-14831614-CSchm	SO ID#:	MI-148	31614-	CSchm-275589.	51
			MSA ID#:		. 100.3.333.333.333.333.333.333.333.333.33					
			Short Description of Service:	Renewing EDI with upgrad	a and adding down tire					
			Service Term:	36 MONTHS	]				Solution	Charges
	PAGE 2 of	7		Description	Service Location A*	Service Location Z*	Tax Junsdiction	Qty	Monthly	One-Time
Line	Request	Action	Service(s)	Port	1990 W Pamall Rd-Blackman Char		interstate	3	\$0.00	\$0.00
001	Renew	Remove	EDI - Network Interface - Gig E	500 Mbps	1990 W Pamall Rd-Blackman Char	•	interstate Interstate	1	(\$1,945.28) (\$25.00)	\$0.00
002	Renew	Remove	EDI - Bandwidth IPv4 Static Address Block /29 (8)	Static IP	1990 W Pamall Rd-Blackman Char		Interstate	1	\$0.00	\$0.00
003	Renew	Add	EDI - Network Interface - Gig E	Port	1990 W Parnall Rd-Blackman Char		Interstate	1	\$1,045,28	\$0.00
005	Renew	Add	EDI - Bandwidth	1000 Mbps	1990 W Pamali Rd-Blackman Char 1990 W Pamali Rd-Blackman Char		Interstate	-1	\$30.00	\$0.00
008	Renew	Add	IPv4 Static Address Block /29 (6)	State IP	1000 VV Parian No-Datament Gran				\$0.00	\$0.00
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009	New	Add Add	EPL - Basic Network Bandwdth	500 Mbps	1990 W Parnali Rd-Blackman Char	1980 W Parnall Rd-Blackman Charter	trippea-and		50.00	\$0.00
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			32								
Line	PAGE 5 of 7  Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
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	Date: 11/12/2024	BON III								Technical/Local Contact Email	Technical Contact On S
e L	page 6 of 7 ocation Name/Site ID	Address 1	Address 2	City	State	Zip Code	incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Address	(Yes/No)
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Byron P. Schroeder, Owner Christopher E. Crisenbery, PE, Owner

November 6, 2024

Blackman Charter Township Attn: Township Board 1990 W. Parnall Road Jackson, MI 49201

> RE: Proposal for Consultant Services for Public Safety Building Renovation/Addition Blackman Twp., Jackson County, Michigan Proposal No. 2024-00373

# Dear Township Board,

We appreciate and want to thank the board for selecting AE Design Solutions to develop/design the new public safety facility located in Blackman Twp., Michigan. AE Design Solutions, LLC is pleased to have this opportunity to present this proposal for your review, consideration and approval. Our proposal offers the experience and resources necessary to develop bid plans/specifications.

It is our understanding that the proposed building would be developed utilizing the existing site formerly called Marinos. Previous sketches and concepts will be used to develop a comprehensive bid package for use by your selected contractors. We propose to provide the following Consultant Services for the above referenced project as follows:

# PRELIMINARY DESIGN SERVICES

# A. PRELIMINARY BUILDING DESIGN

 Services necessary to provide up to two conceptual building layouts and elevations. The approved concept will be used to develop a comprehensive bid package for use by your selected contractors. This portion of the project was previously developed but not billed which is reflected in the below cost of service.

### B. PRELIMINARY SITE DESIGN

1.) Services necessary to provide up to two conceptual site plans. The approved concept will be used to develop a comprehensive bid package for use by your selected contractors and submittal to the township for site plan approval.

# **ARCHITECTURAL DESIGN SERVICES**

# C. BUILDING CONSTRUCTION DOCUMENTS

1.) Construction Documentation is the phase where the design is translated into the technical language of the contractor. Working Drawings (blueprints) and specifications are prepared which define in detail all of the materials that are to be incorporated into the facility, where they are to be located and how they are to be installed.

250 Robinson Road Jackson, Michigan 49203

# **New Building**

-Foundation Plan

-Floor Plan(s)

-Exterior Elevation(s)

-Roof Plan

-Building Sections and Details

-Exterior Finish Schedule

-Enlarged Interior Plans and Details

-Schematic Furniture Layout (no specifications)

-Specifications Book

-Concrete Slab Design

-Floor Framing Plan(s)

-Roof Framing Plan

-Structural Framing Plan(s)

-Reflected Ceiling Plan

-Interior Finish Schedule

-Door & Window Schedule

-ADA Requirements

-Interior Design

# D. MECHANICAL, ELECTRICAL AND PLUMBING CONSTRUCTION DOCUMENTS

Services necessary to prepare construction documents consisting of drawings and other documentation detailing the requirements for bidding. Drawings to be issued may consist of floor plan, reflected ceiling plan, roof plan and exterior elevations. Written documentation specs will be issued with bidding plans for clarification of construction.

### **MECHANICAL PLANS**

- -Duct Layout and Sizing
- -HVAC Sizing and Specifications
- -HVAC Wall Pack Sizing and Specifications
- -Controls
- -Schedules and Details

### **ELECTRICAL PLANS**

- -Power Plan
- -Lighting Plan
- -Panel Schedules
- -Riser Diagram
- -Controls
- -Specifications, Schedules and Details

### **PLUMBING PLANS**

- -Sanitary Layout and Sizing
- -Domestic Water Layout and Sizing
- -Fixture Specifications and Details
- -Roof Drain Layout and Sizing
- -Schedules and Details
- -Plumbing Isometrics

## E. COLOR RENDERING

1.) Provide a single color rendering of the proposed building façade on Parnall Road. Owner shall provide general color selection prior to development of rendering. Foam board Mounting and lamination is provided in this proposal.

# **ENGINEERING DESIGN SERVICES**

# F. TOPOGRAPHIC MAPPING AND BOUNDARY VERIFICATION SURVEY

- 1.) Perform a topographic survey of the subject property and area.
- 2.) Contact local governing agencies for utility information including; capacity, restrictions, size, etc.
- 3.) Show approx. Property Line based on found irons, Owner provided survey and all applicable set back criteria on drawing.

#### G. OVERALL SITE PLAN

1.) Prepare an overall Site Plan for submittal to Blackman Township for review and approval. Site Plan will include applicable drainage calculations and curb cut information to obtain approval from regulatory agencies.

# H. SITE CONSTRUCTION DOCUMENTS

- 1.) Storm Drainage
  - a. Provide design calculation for the storm drainage system as required by Blackman Township and Jackson County.
- 2.) Waterline
  - a. Provide detailed design for the water line extension system per Blackman Township within the limits of the property.
- 3.) Pavement and Roadway
  - a. Provide detailed design for the pavement and parking.
- 4.) Site Grading and Earthwork
  - a. Provide detailed design for the site grading. Spot elevations and drainage patterns will be delineated on the grading plan.
- 5.) Meetings, Submittals and Correspondence
  - a. Any necessary meetings with Township officials and the client to review design requirements.
  - b. Any necessary correspondence related to the project.
  - c. Submit all plans to Blackman Township and make any required revisions to get final approval.
  - d. The client is responsible for paying all applicable application/review fees.
- 6.) Erosion Control
  - a. An erosion control plan meeting the requirements of Jackson County will be provided.
- 7.) Landscape Plan
  - a. Provide a landscape plan per the requirements of Blackman Township.

# **GEOTECHNICAL SERVICES**

### I. GEOTECHNICAL SOIL BORINGS

- 1.) Obtain soil borings within the design boundary
  - -Depth of each soil boring Twenty Foot (20 ft)

Geotechnical soil boring services to include the following:

Geotechnical soil borings within the building footprint, samples will be taken every 2  $\frac{1}{2}$  foot for the first ten (10) feet and at five (5) foot intervals below that depth.

Soil borings will be advanced with continuous flight, hollow-stem auger.

Prepare geotechnical report including recommendations for the following:

Foundation support of structures and slabs including soil bearing pressures, bearing elevations and foundation design. Anticipated settlement, groundwater management, lateral earth pressure for design of retaining walls or walls below grade and recommendation for construction of controlled fill including compaction requirements for backfill and support of structures and pavements.

Note: Additional Geotechnical soil boring services may be required once a final determination of building location is established. Any additional borings required shall have a change order issued

for additional services prior to work beginning.

# ADMINISTRATIVE SERVICES

#### J. PERMITTING & MEETING

Meetings within Jackson County, client's office or our office are included in this proposal. Meetings outside the above-mentioned locations shall be billed on a time and expense basis. Meetings or permitting necessary to gain approval of the building plans are included in this proposal. Permit fees are not included in this proposal. Permit Fees shall be paid by the owner or its representative during construction.

# K. BIDDING AND NEGOTIATION

During the Bidding and Negotiation phase assistance in obtaining competitive bids or negotiated proposals from a selected list of general contractors are done. Prepare and distribute sets of drawings and specifications, answer contractor questions, interpret the documents, and prepare addenda (revisions to the original drawings or specifications). Once bids are received the assistance in reviewing, awarding and preparing contracts for construction are done. Any plan set printing and shipping for section shall be billed directly to the owner as an additional expense.

# CONSTRUCTION ADMINISTRATION SERVICES

#### L. CONSTRUCTION ADMINISTRATION SERVICES

1.) During this stage performing as the clients' advocate to ensure work is performed to the standards and quality described in the contractual documents prepared. Part of the role in this stage of the process is answering contractors' questions, review submittals, shop drawings (manufacturers' drawings of specific elements to be incorporated within the facility), communicate details when requested, prepare change orders and construction change directives, review monthly certificates of payment that are submitted by the general contractor and make regular job site visits.

# **CONSTRUCTION SERVICES**

# M. CONSTRUCTION LAYOUT AND SUPPORT ENGINEERING

Construction layout and support engineering is typically a portion of the General Contractors
construction fees. These services can be provided directly on an hourly basis to the general
contractor under a separate contract.

# Items Not Included in Project

- -Furniture Design (by others)
- -Fire Protection and Suppression Plan
- -Security Plan

We propose to provide the above Consultant services on an 8.25% fee billed monthly. Monthly billing will be based on projected cost set forth for this project. Final payment will be based on final construction cost of project.

Preli	minary Design Services		
A.	Preliminary Building Design	-Pe	rcentage
B.	Preliminary Site Design	-Pe	rcentage
	itectural Design Services		
C.	Building Construction Documents		rcentage
D.	MEP Construction Documents		rcentage
E.	Color Rendering	-Pe	rcentage
Civil	Survey Design Services	_	
F.	Topographic Mapping and Boundary Verification Survey		rcentage
G.	Overall Site Plan		rcentage
Н.	Site Construction Documents	-Pe	rcentage
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L.	Construction Administration	-Pe	rcentage
Cons	struction Services		
M.	Construction Layout & Support Engineering	\$	150.00/Hr.

Any additional work which is authorized but not included in our scope of services would be billed on an hourly basis in accordance with our current fee schedule. Owner/Review agency revisions to drawings will be billed on a time and expense basis in accordance with our current hourly rates.

Fees included in this proposal include all miscellaneous expenses such as mileage, phone charges, miscellaneous printing, etc. Any plan set printing and shipping, permit fees, plan review, submittal fees, DEQ fees or other fees required by review agencies would be paid directly by the contractor or the owner.

The above financial arrangements are on the basis of prompt payment of our invoices and continuous progress of the Project through construction. Invoices that remain unpaid for more than thirty (30) days after the invoice date will be charged a service/finance charge of 1-1/2% per month. We reserve the right to suspend or terminate our services if our invoices are not paid within forty-five (45) days of the invoice date. Any charges held to be in dispute shall be called to our attention within ten (10) days of receipt of our invoice.

All Documents are instruments of service and AE Design Solutions, LLC shall retain an ownership and property interest therein (including the copyright and the right of reuse) whether or not the project is completed. You shall not rely in any way on any document unless it is signed or sealed by the Architect/Engineer or one of its consultants.

Files in electronic media format of text, data, graphics, or other types as furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

This proposal/agreement is intended by the parties to be governed by the laws of the State of Michigan. The parties agree

that dispute hereunder shall be adjudicated in court of competent jurisdiction in Jackson County, Michigan.

In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client or anyone making claims through the Client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of the Design Professional's fee.

This proposal/agreement represents the full and final understanding between AE Design Solutions, LLC and Blackman Charter Township in respect to the Project and supersedes any previous understandings both written and/or oral, and may only be modified in writing signed by both of us.

If this proposal meets with your approval, please sign as indicated below and return one (1) signed copy to our office and retain one (1) copy for your records.

We look forward to the opportunity to work with you, and if you have any questions or require additional information, please feel free to contact us at your earliest convenience

Sincerely,

AE Design Solutions, LLC

Byron P. Schroeder (sent via email) Owner

Accepted this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2024

Blackman Charter Township

By: (Signature)

Name: \_\_\_\_\_\_Title: \_\_\_\_\_\_



Ray Printing & Mailing Co., Inc. 201 Brookley Avenue Jackson, MI 49202

517-787-4130

ray@rayprinting.com

# **Estimate**

We are pleased to submit the following proposal:

November 7, 2024

**BLACKMAN TOWNSHIP ATTENTION:Deputy Treasurer Budgetary estimate for 2024 Winter Tax Mailing** 

Please Note: Quote is for manufacturing only. Preparatory work or customer changes would be additional.

4800 Winter Tax Bills

8.5"x11" printed black ink 2 sides on green text stock, perforated and folded for inserting and mailing - \$936.00

4800 Newsletters

8.5"x11" printed black ink 2 sides on white text stock, folded for inserting and mailing - \$720.00

4800 Envelopes

#10 window envelope printed black ink one side - \$480.00

Mailing Services for 4800 Tax Bills - DOES NOT INCLUDE POSTAGE Insert 2 pieces into #10 envelope, seal envelope, sort for zip code and drop at post office - \$384.00

Total of printing estimate - \$2,520.00

Postage estimate for 4800 pieces - \$2,625.00 - We ask that you please submit postage on a separate check.

Thank you for the opportunity to quote this project for you!

**Matthew Field** General Manager 517-787-4130

\$ 1.07 per tax notice

Privt 2,520.00+

Postage - 2,625.00+ 5,145.00\*+

5 - 145 - 00 \* G

Signature:

Service you can rely on • Expertise you can trust • Quality you expect

# BLACKMAN CHARTER TOWNSHIP JACKSON COUNTY MICHIGAN RESOLUTION \_\_\_\_\_

# COMPENSATION FOR BOARD AND COMMITTEE MEETINGS OF BOARD MEMBERS AND CITIZENS.

WHEREAS pursuant to MCLA 41.95(3), which provides that in a township that does not hold an annual meeting, the salary for officers composing the township Board shall be determined by the Township Board, and

WHEREAS, the board of Blackman Charter Township deems it desirable to adjust the salary of the Township Trustees to ensure that Compensation for this position remains equitable and commensurate with the duties of said elective office, and

WHEREAS, the board of Blackman Charter Township deems it desirable to recognize citizens participation and employee participation where justified based upon time, complexity, and importance,

NOW, THEREFORE, BE IT RESOLVED that at the meeting of the Blackman Township Board of Trustees, on this 18th day of November 2024, the Board hereby approves payment for meetings per the attached appendix with the following notation:

- 1. When two or more meetings are attended on the same day, the daily pay shall not exceed \$100.00, \$150.00.
- Only one Committee Meeting of same Committee (non- statutory) shall be paid per month. Example: Two Park meetings in one month is paid one time.
- 3. Officers on Statutory Committees must be paid if other members are paid.

  (Exception: Officers are NOT paid for Township Board Meetings or for Finance & Compensation meetings at any time.)
- 4. Committee Chairpersons are responsible for communicating attendance to the Bookkeeper/HR.
- 5. Meeting participant is paid if meetings are outside of the hours of 8 am and 5 pm.

Committees not listed in Appendix are unpaid.

This Resolution replaces the September, 14, 2015 resolution on committee pay. (09-2015-0914)

Members Present:

Wembers 1 resent.
AYE:
NAY: Dated this 18th day of November, 2024.
Township of Blackman
Peter Jancek, Supervisor
David Elwell, Clerk

F:\CO Folder\Board Meetings\BCT Board Meeting Packets\2024\rough working packets\11 - November\11-2024 proposed Resolution on Committee pay.docx

I, David Elwell, the duly elected and acting Clerk of the Charter Township of Blackman, hereby certify that the foregoing resolution was adopted by the Township Board by a roll call vote at a regular meeting of the Board held on November 18, 2024, at which meeting a quorum was present; and that this resolution was ordered to take immediate effect.
, David Elwell, Clerk

Citizens 25 50 MA 50 MA 50 59 75 59 75 25 50 ¥ ₹ NA note 5 NA note 5 Trustee Note 59 75 Na 50 9 20 75 20 ¥ see note 3 NA note 5 NA note 5 Officers Note 5 Note 3. 0 note 5 NA 50 2 0 0 Supervisor & 1 Trustee Township Supervisor, 1 TrusteeBoard, 4 Clerk & 2 Trustees Clerk & Treasurer. Supervisor, Clerk, Members Current 4 Trustees Treasurer, 7 Citizens 7 Citizens 7 Citizens Citizens preparation for the meeting (reviewing the applications, board of Review, presents work performed throughout Requires prep, interpretation of conflicting issues, long term implications, including court challenge, frequency reviewing submitting drawings, blueprints or sketches, Personnel & Finance Review business of TWP & make recommendations to reviewing land use plan or zoning ordinance, and site 1.5 - 2 hours, review of assessments, like properties, Review of assessments, like properties, professional Attends Bimonthly meetings representing Blackman 1.5-2 hours Assessor turns assessment role over to professional appraisals, provide forum for taxpayer Twp. Liasion between Region & local Planning improvements, selection of election workers. protests, and grant relief when appropriate. Assist in election preparation, assessments, years time. Board schedule extra appraisals, public justifications visit) and the actual meeting. of meetings is 2 per month 09-2015-09gammittee | Synopsis of activities Commission & Twp Board. Appendix to Resolution on Committee Pay the Board for approval Organizational Mtg Region 2 Planning **Board of Reviews Board of Reviews** December, 1.5-2 **Township Board** March -appeals statute required = March Board of March, July, Commission Commission Elections Planning 1/2 day Review, hours (paploq

Appendix to Resolution on Committee Pay

09-2015-0914				Ī	
Committee (statute required = bolded)	Synopsis of activities	Current Members	Officers	Trustee	Citizens
Board of Reviews March -appeals 3/4 day	Review of assessments, like properties, professional appraisals, public justifications	7 Citizens	NA	NA NA	75 <u>125</u>
Board of Reviews March -appeals, Full day	Review of assessments, like properties, professional appraisals, public justifications (Chairperson for this full day receives 50 additional dollars)	7 Citizens	A N	AN	<del>100</del> <u>150</u>
Construction BOR	Requires experience with trades, certifications, ordinance enforcement, potential legal challenge	Building/Zoning official +4 Citizens	AN	NA	35 <u>75</u>
BLDFA	LDFA is to encourage local development to prevent conditions of unemployment and promote economic growth. The LDFA provides for the creation and implementation of development plans. The LDFA can buy and sell interests in real and personal property. It can also incur debt to further the goals and purposes of the LDFA.	Supervisor, Blackman County Comissioner, Assessor, 2 Trustees, 4 Citizens, 1 JC Rep,2 School Reps, 1 County Rep	0	0	0
врра	DDA is to plan, propose and implement the construction, repair, remodeling, rehabilitation, restoration, preservation or reconstruction of a public facility, an existing building or a new building within the boundaries of the DDA. The DDA also develops long range plans to halt the deterioration of property values in the downtown district and to promote the long-term economic growth of the downtown district.	Supervisor, 1 Trustee, Assessor, DDA Staff, 8 Citizens	0	0	0
ZBA	site visits, prep, interpretation of ordinance, long term implications, including court challenge, frequency of meetings is several / year	1 Board member, 5 C itizens	<del>50</del> <u>75</u> see note 3	<del>50</del> 75	<del>5</del> 0 <u>75</u>
	THE FOLLOWING ARE NON-STATUTURY				

Appendix to Resolution on Committee Pay

09-2015-0914					
Committee	Synopsis of activities	Current	Officers	Trustee	Citizens
(statute required = bolded)		Members			
( i.	Requires prep, interpretation of conflicting issues, long	2 Book mombare 2	975	50 75	<del>50</del> <u>75</u>
Committee	rerm implications, detailed reduing & writing, could result in court challenge, frequency of meetings is tbd	S board internibers, 2 Citizens	Note 5		
Parks & Rec	Duties: To expand recreational opportunities within the township. Explore, oversee, review and recommend improvements/ expansions.	3 Board members, 2 Citizens	0	50	NA 50
Public Safety,	Work in cooperation with Public Safety Director. Review personnel issues related to PS. Review grievances from PS Union. Recommend changes to policy to Twp Board. Recommend purchases to full Board. Conduct interviews and recommend to Twp	3 Board members	o'	<del>50</del> <u>75</u>	A
Technology	Review, Research, recommend needed changes to Twp	3 Board members, 1	0 See note 5	50.75	NA
Utilities	Research & recommends on matters of utilities. Negotiating team on utility issues.	3 Board members, 1 Employee	0 See note 5	50.75	NA

Appendix to Resolution on Committee Pay 09-2015-0914

Committee	Synopsis of activities	Current	Officers	Trustee	Citizens
(statute required = bolded)		Members			
	Notes from Resolution 20	n 2015-0914			

- 1. When two or more meetings are attended on the same day, the daily pay shall not exceed \$100.00 \$ 150.00.
- Only one Committee Meeting of same Committee (non-statutory) shall be paid per month.

Example: Two Park meetings in one month is paid one time.

3. Officers on Statutory Committees must be paid if other members are paid (by law).

(Exception : Officers are NOT paid for Township Board Meetings or for Finance & Compensation meetings at any time.)

- 4. Committee Chairpersons are responsible for communicating attendance to the Bookkeeper/HR.
- H5. 5. Meeting participant is paid if after hours.

2:\Users\ppreston\Desktop\Ordinance Work\Committee pay.docx 10/29/24 proposed

# CHARTER TOWNSHIP OF BLACKMAN, JACKSON COUNTY, MICHIGAN

RESOLUTION NO. \_\_\_\_

# A RESOLUTION TO APPROVE TAX EXEMPTION AND A PAYMENT IN LIEU OF TAXES FOR A SENIOR HOUSING PROJECT KNOWN AS REFLECTIONS

WHEREAS, the Township Board of Trustees enacted Ordinance \_\_\_\_ (the "Workforce Housing Ordinance") pursuant to Section 15a of the State Housing Development Authority Act, Act 346 of the Public Acts of 1966, MCL 125.1401 *et seq* (the "Act");

WHEREAS, Jackson Elderly Limited Dividend Housing Association Limited Partnership (the "Sponsor") intends to operate the apartment property located at 2771 Airport Road in the Township of Blackmon, Jackson County, Michigan (tax parcel identification no.\_\_\_) (the "Housing Project") as a senior "workforce housing" project, as defined in the Workforce Housing Ordinance and the Act;

WHEREAS, the Sponsor has applied to the Township for tax exemption and a service charge or payment in lieu of taxes ("PILOT") as provided by Section 15a of the Act and has agreed to subject the Housing Project to a covenant running with the land that will restrict the occupancy of the Housing Project for a period of not less than fifteen (15) years to individuals and families whose household income is not greater than 120% of area median income, as published by the U.S. Department of Housing and Urban Development, adjusted for family size, and at rents that are reasonably affordable to such persons (the "Restrictive Covenant");

WHEREAS, the Housing Project will increase the supply of safe, decent and affordable housing in the Township, will encourage the growth of the population of the Township, and will facilitate the provision of attractive, viable housing units in locations consistent with the housing goals and objectives of the Township;

**WHEREAS**, the Township Board of Trustees hereby finds that the Housing Project qualifies for an exemption from all *ad valorem* property taxes and a PILOT as contemplated by the Act and the Workforce Housing Ordinance because the Project will increase or preserve the number of available workforce housing units in the City, will encourage expansion of the population of the Township, and will facilitate the provision of attractive viable housing units in locations consistent with the housing goals and objectives of the Township;

WHEREAS, those terms not otherwise defined herein shall have the meaning set forth in the Ordinance or the Act;

THEREFORE, IT IS RESOLVED, the Housing Project shall be exempt from all *ad valorem* property taxes as of December 31 of the year in which (a) the Housing Project is occupied as workforce housing, as defined in the Workforce Housing Ordinance and the Act, or (b) the construction or rehabilitation of the Housing Project begins, whichever occurs first. The Sponsor shall pay a service charge equal to \_\_\_\_% of the Annual Shelter Rents (as defined in the Workforce Housing Ordinance), subject to the terms of the Act and the Workforce Housing Ordinance; provided, however, that the service charge paid each year in lieu of taxes for that part of the Housing Project that is tax exempt under this resolution and the Ordinance but not used for workforce housing must be equal to the full amount of the taxes that would be paid on that portion of the project as if the Housing Project were not tax exempt;

**RESOLVED**, that no later than June 1 of each year after the calendar year in which the tax exemption first becomes effective and every year thereafter so long as the Housing Project is tax exempt, the Sponsor shall provide the Township Assessor with a statement certified by the Sponsor, showing the actual Annual Shelter Rent obtained for the preceding calendar year;

**RESOLVED**, the PILOT payment for each calendar year shall be due no later than June 1 of the following year;

RESOLVED, that all portions of the Workforce Housing Ordinance are hereby incorporated by reference;

**RESOLVED**, that the effectiveness of the tax exemption approved by this resolution is subject to the following:

- a. The Sponsor shall provide documentation to the City substantiating its ownership of the Housing Project.
- b. Construction or rehabilitation or occupancy of the Housing Project as workforce housing must be commenced within twenty-four months after the date of this resolution, or this resolution shall be void and of no effect.
- c. 100% of the dwelling units in the Housing Project must be restricted to use as Workforce Housing for persons age 55 or older and will be reasonably affordable to, and occupied by, persons age 55 or older whose total household income is not greater than 120% of area median income, as published by the U.S. Department of Housing and Urban Development, adjusted for family size.
- d. The Sponsor shall submit an affidavit to the Michigan State Housing Development Authority ("MSHDA") in the form required by MSHDA for certification that the Housing Project is eligible for the workforce housing exemption.
- e. Upon receipt of notification from MSHDA that the Housing Project is eligible for a workforce housing exemption, the Sponsor or MSHDA shall file the certified notification of exemption with the Township Assessor before November 1 of the year preceding the first tax year for which the exemption is to be effective.
- f. The Sponsor shall record a Restrictive Covenant in a form acceptable to the Township Attorney. The Restrictive Covenant must be recorded in the register of deeds for the county in which the Housing Project is located.

**RESOVLED**, that the Township Manager is authorized to take necessary administrative actions to implement this resolution.

The above resolution was offered by	and supported by
AYES, Council Members/Trustees:	
NAYS, Council Members/Trustees:	
ABSTAIN, Council Members/Trustees:	

RESOLUTION DECLARED ADOPTED.

# CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the at a regular meeting held on, Public notice was given and the meeting conducted in full compliance with the Michigan Open Meetings Act (Public Act 267 of 1976).	held on Public notice	was given and the me	eeting conducted in	full compliance with the
	Michigan Open Meetings Act (Public Act	: 267 of 1976).		
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An ordinance to provide for approval of an exemption from ad valorem property taxes for housing being developed or rehabilitated for workforce housing for persons and families whose household income is not greater than 120% of area median income, as authorized by provisions of the State Housing Development Authority Act of 1966, Public Act 346 of 1966, as amended, MCL 125.1401, et seq.

#### **WORKFORCE HOUSING PILOT ORDINANCE**

THE CHARTER TOWNSHIP OF BLACKMAN, JACKSON COUNTY, STATE OF MICHIGAN, ORDAINS:

**SECTION 1.** <u>Title.</u> This Ordinance shall be known and cited as the "Blackman Township Workforce Housing PILOT Ordinance."

# SECTION 2. Preamble.

It is a proper public purpose for Blackman Township to encourage the development or rehabilitation of workforce housing for persons and families whose household income is not greater than 120% of area median income by exempting such housing from all ad valorem property taxes imposed by any taxing jurisdiction and providing for payment of an annual service charge for public services in lieu of all such taxes. A PILOT, or service charge payment in lieu of taxes, is an effective means of incentivizing the construction, rehabilitation and/or preservation of workforce housing. A stable and predictable service charge paid in lieu of all ad valorem property taxes for a fixed period is essential to the determination of the economic feasibility of workforce housing projects developed or rehabilitated in reliance on such tax exemption. Blackman Township is authorized by section 15a of Public Act 346 of 1966, as amended, MCL 125.1415a, to establish, or change by any amount it chooses, the service charge to be paid in lieu of all ad valorem taxes in accordance with section 15a with respect to new or rehabilitated workforce housing, but not an amount that exceeds the taxes that would be paid but for this authorization or the other limitations imposed by that section. Because workforce housing for individuals and families whose household income is not greater than 120% of area median income is a public necessity, and because Blackman Township will be benefited and improved by such housing, encouraging the same through an ad valorem property tax exemption is a valid public purpose.

# **SECTION 3.** Definitions.

- (A) "Additional Amount" means an amount equal to the difference between the following:
- (1) the millage rate levied for operating purposes by the County multiplied by the current Taxable Value of a workforce housing project for which a PILOT Resolution has been adopted, and
- (2) the amount of the annual service charge paid in lieu of ad valorem property taxes by the housing project under subsection (4)(C) that is distributed to the County pursuant to MCL 125.1415a(5).
- (B) "Annual Shelter Rent" means the total collections during an agreed annual period from or paid on behalf of the occupants of a housing project representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupants and paid for by the housing project.
- (C) "Sponsor" means any person or entity applying for a workforce housing exemption under this Ordinance, and includes any person or entity who subsequently owns the housing project.
  - (D) "Authority" means the Michigan State Housing Development Authority.
- (E) "Restrictive Covenant" means a recorded agreement between Sponsor and Blackman Township running with the land that restricts the use of the housing project to workforce housing, as defined in this Ordinance, for a period not to exceed 15 years, or such greater or lesser period of time as may be authorized by state law and as may be required by the PILOT Resolution.
  - (F) "County" means the County of Jackson.
- (G) "PILOT Resolution" means a project-specific resolution adopted by the Blackman Township Board that approves a housing project for exemption under this Ordinance.
- (H) "Taxable Value" means taxable value as calculated under section 27a of the general property tax act, 1893 PA 206, MCL 211.27a.
- (I) "Workforce housing" means rental units or other housing options that are reasonably affordable to, and occupied by, a household whose total household income is not greater than 120% of the area median income published by the United States Department of Housing and Urban Development.

# SECTION 4. Authorization and Establishment of Workforce Housing Exemption.

- (A) The class of housing projects to which the tax exemption shall apply and for which a service charge may be paid in lieu of all ad valorem property taxes are housing projects being developed or rehabilitated for workforce housing.
- (B) Subject to the recording of a Restrictive Covenant, workforce housing and the property on which such housing is or will be located shall be exempt from all ad valorem property taxes as of December 31 of the year in which (a) the housing project is occupied as workforce housing, as defined in the Workforce Housing Ordinance and the Act, or (b) the construction or rehabilitation of the housing project begins, whichever occurs first. Construction must start or occupancy of the housing project as

workforce housing must occur within one year of the date of the Authority's notification of exemption or such longer period of time as may be provided by the PILOT Resolution.

- (C) Blackman Township will accept payment of an annual service charge in lieu of all ad valorem property taxes for public services from the owner of a housing project for which Blackman Township has received a certified notification of exemption from the Authority in accordance with the following:
- (1) Subject to subsections (D), (E) and (F), for a new construction project, an amount that is the greater of the tax on the property on which the project is located for the tax year proceeding the date on which the construction is commenced or 10% of the Annual Shelter Rent obtained from the project, or such lower percentage as may be set forth in a PILOT Resolution.
- (2) Subject to subsections (D), (E) and (F), for a rehabilitation project, an amount that is the lesser of the tax on the property on which the project is located for the tax year proceeding the date on which rehabilitation is commenced or 10% of the Annual Shelter Rent obtained from the project, or such lower percentage as may be set forth in a PILOT Resolution.
- (3) The service charge paid in lieu of taxes shall not exceed the amount in ad valorem taxes that the Sponsor would have otherwise paid if the workforce housing project were not tax exempt.
- (D) Notwithstanding the provisions of MCL 125.1415a(3)(b) and 125.1415a(7) to the contrary, upon the adoption of a PILOT Resolution and receipt of a certified notification of exemption from the Authority, a contract shall be deemed effected between Blackman Township and the Sponsor, to provide a tax exemption and accept service charge payments in lieu of taxes as previously described by this section.
- (E) Notwithstanding subsection (C), the service charge paid each year in lieu of taxes for that part of a workforce housing project that is tax exempt under this Ordinance but not used for workforce housing must be equal to the full amount of the taxes that would be paid on that portion of the project as if the project were not tax exempt. The owner of the project shall allocate the benefits of any tax exemption granted pursuant to this Ordinance exclusively to workforce housing or to the maintenance and preservation of the housing project as a safe, decent, and sanitary workforce housing.
- (F) The annual service charge under subsection (C) for a workforce housing project for which a PILOT Resolution has been adopted must be increased by the Additional Amount if both of the following requirements are met:
- (1) Not later than 45 days after the county treasurer's receipt of the certified notification of exemption, the County Board of Commissioners passes a resolution, by majority vote, that provides that the Additional Amount must be paid.
- (2) The approval of the resolution described in subparagraph (1) is in accordance with an ordinance or resolution adopted by the County Board of Commissioners establishing the factors to be considered when assessing whether the Additional Amount must be paid.

# SECTION 5. Authority Affidavit and Assessor Notification.

- (A) Following adoption of the PILOT Resolution, the Sponsor must submit an affidavit to the Authority in the form required by the Authority for certification by the Authority that the project is eligible for the workforce housing exemption.
- (B) Upon receipt of notification from the Authority that the project is eligible for a workforce housing exemption, the Sponsor or the Authority must file the certified notification of exemption with the Blackman Township assessor before November 1 of the year preceding the tax year in which the exemption is to be effective.
- (C) Not later than 5 business days after receipt of the certified notification of exemption, the assessor shall provide a copy of the certified notification of exemption to the County treasurer.

# SECTION 6. Payment of PILOT.

- (A) The Sponsor shall remit the annual PILOT payment to the Blackman Township treasurer no later than June 1st of each year, or such other date provided for in the PILOT Resolution. The PILOT payment shall be accompanied by a statement certified by the Owner, showing the actual Annual Shelter Rent obtained for the preceding calendar year.
- (B) Except as otherwise provided in this section and section 4, any payments for public services under this Ordinance shall be distributed to the governmental units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The distribution to those governmental units shall be made as if the number of mills levied for local school district operating purposes were equal to the number of mills levied for the purposes in 1993 minus the number of mills levied under the state education tax act, 1993 PA 331, MCL 211.901 to 211.906, for the year for which the distribution is calculated. The amount of payments in lieu of taxes to be distributed to a local school district for operating purposes under this subsection must not be distributed to the local school district but instead must be paid to the state treasury and credited to the state school aid fund established by section 11 of article IX of the state constitution of 1963.
- (C) Any PILOT payment or portion of PILOT payment remaining unpaid as of the due date shall bear interest at 1% per month and require payment of a 3% penalty fee. The collection of past due PILOT payments shall otherwise be in accordance with the provisions of Chapter 211 of the General Property Tax Act, Act 206 of 1893, as amended; MCL 211.44 et seq.

# SECTION 7. Duration and Recorded Restrictive Covenant.

- (A) A workforce housing project approved for an exemption by a PILOT Resolution shall be encumbered by a Restrictive Covenant recorded in the office of the register of deeds for the County.
- (B) The Restrictive Covenant shall acknowledge (i) that the economic feasibility of the workforce housing project depends on the approval and continuing effect of the payment in lieu of all ad valorem taxes as approved by the PILOT resolution; (ii) the Township's agreement to accept payment of an annual service charge in lieu of all ad valorem taxes in consideration of the Sponsor's offer to construct or rehabilitate workforce housing; and (iii) the amount of the annual service charge to be paid for each operating year.

(C) The Restrictive Covenant shall also provide (a) that the Restrictive Covenant may be enforced by Blackman Township and any Tenants to be benefitted; (b) for the reporting and monitoring of the Sponsor's compliance with the Restrictive Covenant, this Ordinance and the PILOT Resolution; (c) other remedies available to Blackman Township for non-compliance, including termination of the exemption; and (d) that the Restrictive Covenant cannot be modified or terminated except in a written instrument executed by the Sponsor or then current owner and Blackman Township.

### SECTION 9. Severability.

The provisions of this Ordinance shall be deemed to be severable, and should any provision be declared by any court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect the validity of this Ordinance as a whole or provision of this Ordinance, other than the provision so declared to be unconstitutional or invalid.

# SECTION 10. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent necessary to give this ordinance full force and effect.

# SECTION 11. Effective Date.

This Ordinance shall become effective	on	
At a regular meeting held on, this Ordina	_, 20[], on motion made by ance was adopted on by a vote.	and
AYES:		
NAYS:		
ORDINANCE 2024 IS ENACTED.		
	Blackman	Township Clerk