

**BLACKMAN CHARTER TOWNSHIP  
BOARD MEETING AGENDA  
Monday, August 17, 2020  
6:00 PM**

**Due to COVID-19 “Stay Home, Stay Safe” executive order, Blackman Charter Township will be holding regular board meeting via teleconference or video conference**

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, July 20, 2020.

CONSENT AGENDA

1. Approval of payroll for payroll dates 07/10/20 in the amount of \$141,613.93 and for 07/24/20 in the amount \$162,361.47.
2. Receive Revenue and Expenditure Report for the month of July, 2020.
3. Approve Transfer for dates of 7/06/2020 in the amount of \$200,000.00 and 7/16/2020 in the amount of \$200,000.00 and 7/20/2020 in the amount of \$100,000.00 from General Fund to Public Safety Fund.

SUPERVISOR’S UPDATE

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TREASURER’S UPDATE

•

CLERK’S UPDATE

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PUBLIC SAFETY

•

PLANNING COMMISSION

•

## ZONING BOARD OF APPEALS

- 

## PARKS & RECREATION

- 

## TECHNOLOGY COMMITTEE

- 

## UTILITIES COMMITTEE

- 

## ORDINANCE REVIEW COMMITTEE

## NEW BUSINESS

1. Motion to Approve Resolution 15-2020-0817 Michigan Natural Resources Trust Development Project Agreement Rod Mills Park Playground Expansion.
2. Motion to Approve Resolution 16-2020-0817 Approval of Request to Purchase Additional Service Credit for Public Safety Officer Robert Schrock.
3. Motion to Approve Replace exterior doors at Public Safety (4) four doors, Township office (01) one door not to exceed \$10,560 dollars.
4. Motion to Approve the purchase of (5) five laptops and (5) five wireless mouse in the amount of \$2,825.70 for Elections.

## BILLS

- Approve payment of bills on the Board Invoice Post Audit Report dated 08/12/2020 in the amount of \$96,870.65 and Board Invoice Report dated 08/12/2020 in the amount of \$433,571.59.

## EXTENDED PUBLIC COMMENT (Three-minute limit)

## OPEN DISCUSSION –

## ADJOURNMENT:

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Shelly Sercombe, Clerk

Regular Board Meeting  
Blackman Charter Township  
July 20, 2020

DRAFT

In accordance with Governor Whitmer Executive Order issued July 13, 2020 the public is required to wear a face covering in any business that is open to the public. Blackman Charter Township will be holding regular board meeting and will be following the executive order.

The Blackman Charter Township Board convened at 6:00 p.m. on June 15, 2020, at the Township Office; 1990 West Parnall Road., Jackson, Michigan.

Members present: **Supervisor Jancek, Clerk Sercombe, Treasurer Preston, Trustees: Ambs, Pack, Williams, Thomas.**

Absent: none

People in attendance: 3

CALL TO ORDER/PLEDGE OF ALLEGIANCE: 6:00 PM

BRIEF PUBLIC COMMENTS: None

ADDITIONS/DELETIONS TO AGENDA: Addition – Technology - Authorize the twp. Supervisor to upgrade all software to Office 365 with the following funding sources-Public Safety Fund \$8,003-General Fund \$2,835.62-Building Fund \$886.70-Sewer Fund \$778.68

Motion Mike Thomas, Trustee with Support by Mike Ambs, Trustee

MINUTES APPROVAL: Motion by Phil Preston, Treasurer with Support by, Scott Pack to approve the Board of Trustee minutes from the Regular Board Meeting held on June 15, 2020.

Roll Call:                      Ayes – 7                      Nays-0                      Motion Approved

CONSENT AGENDA

1.      Approval of payroll for payroll dates 06/12/20 in the amount of \$156,678.28 and for 06/26/20 in the amount \$156,962.56.
2.      Receive Revenue and Expenditure Report for the month of June, 2020.

3. Approve Transfer for dates of 6/22/2020 in the amount of \$100,000.00 from General Fund to Public Safety Fund.

Motion by Phil Preston, Treasurer with Support by Shelly Sercombe, Clerk

Roll Call: Sercombe, Pack, Thomas, Williams, Ambs, Jancek and Preston

Ayes-7 Nays-0 Motion Approved

#### SUPERVISOR UPDATE – Lawn Complaints

TREASURER UPDATE – Update on taxes, Mobil Home Taxes, Park Pavilion (7) Pavilion reservations cancelled due to Covid-19 concerns money refunded (34) Pavilion reserved all together for season. Summer Taxes finalized and sent out.

CLERK UPDATE – Busy elections, 3,100 voter ballots out, thank you to all staff for helping.

PUBLIC SAFETY UPDATE – Brandon Williams no agenda or action items. Director Jester Thank you to Linda Arntz for all her work.

PLANNING COMMISSION – 1<sup>st</sup> meeting since March and Covid-19 Tuesday July 21

Zoning Board of Appeals – Meeting August 11, couple agenda items

PARKS & RECREATION UPDATE – Nothing at this time

TECHNOLOGY COMMITTEE – Motion to Approve Disposal List Motion by Scott Pack, Trustee and Support by Mike Thomas Trustee

Ayes – 7 Nays – 0 Motion Approved

Motion to Approve Upgrade all software to Office 365 Motion by Mike Ambs, Trustee with Support by Brandon Williams, Trustee

Roll Call: Jancek, Ambs Williams, Pack, Sercombe, Preston and Thomas

Ayes – 7 Nays – 0 Motion Approved

UTILITIES COMMITTEE – will be looking for generator for township

ORDINANCE REVIEW COMMITTEE – None

NEW BUSINESS:

1. Motion to Approve Resolution 12-2020-0720 Section 125 Premium only Plan  
Motion by Jancek, Supervisor with Support by Shelly Sercombe, Clerk  
Roll Call: Preston, Williams, Thomas, Ambs, Pack, Sercombe  
Ayes -7 Nays -0 Motion approved
2. Motion to Approve Resolution 13-2020-0720 Request to Purchase Additional Service Credit for Public Safety Officer Christopher Jacobson.  
Motion by Pack, Trustee with Support by Thomas, Trustee  
Ayes – 7 Nays – 0 Motion Approved
3. Motion to Approve Resolution 14-2020-0720 Notification of Release of Right of First Refusal Under Public Act 123 of 1999 for the County of Jackson.  
Motion by Phil Preston, Treasurer with Support by Shelly Sercombe, Clerk  
Ayes – 7 Nays – 0 Motion Approved

BILLS

- Approve payment of bills on the Board Invoice Post Audit Report dated 07/15/2020 in the amount of \$258,129.52 and Board Invoice Report dated 07/15/2020 in the amount of \$468,579.99  
  
Motion to Approve Motion by Williams, Trustee with Support by Sercombe, Clerk  
Roll Call: Thomas, Ambs, Sercombe, Jancek, Pack, Williams, Preston  
Ayes – 7 Nay - 0 Motion Approved.

EXTENDED PUBLIC COMMENT: Diane Derby Thank you to the township during Covid-19

OPEN DISCUSSION – Phil Preston any word on laptops, Chris Boulter checking.

MEETING ADJOURNED 6:40 p.m.

*The Supervisor declared the meeting adjourned at 6:40 p.m.*

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Shelly Sercombe, Clerk

BLACKMAN CHARTER TOWNSHIP  
COUNTY OF JACKSON  
RESOLUTION #15-2020-0817

Upon motion made by \_\_\_\_\_, second  
by \_\_\_\_\_, the following Resolution was adopted:

Resolution, the Blackman Charter Township, County of Jackson, Michigan, does hereby by accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the Blackman Charter Township does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Fifty thousand dollars (\$50,000.00) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all term of said Agreement including all terms not specifically set forth in the foregoing portions of the Resolution.

Upon roll call, the following voted "AYE":

The following voted "NAY":

Absent:

STATE OF MICHIGAN}  
COUNTY OF JACKSON

I, Shelly Sercombe, Clerk of Blackman Charter Township, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Blackman Charter Township at a meeting held August 17, 2020.

The Supervisor declared the Resolution approved.

\_\_\_\_\_ Clerk                      \_\_\_\_\_ Date



## Michigan Natural Resources Trust Fund Development Project Agreement

*This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.*

This Agreement is between **Blackman Charter Township** in the county of **Jackson County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act 145 of 2020, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Rod Mills Park Playground Expansion Project #: TF19-0091

Grant Amount: \$50,000.00 50% PROJECT TOTAL: \$100,000.00

Match Amount: \$50,000.00 50%

Start Date: \_\_\_\_\_ Date of Execution by DEPARTMENT \_\_\_\_\_ End Date: 08/31/2022

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 10/02/2020 or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

### GRANTEE

SIGNED

By [Print Name]: Phil Preston

Title: Blackman Charter Township, Treasurer

Organization: Blackman Charter Township

052364809

DUNS Number

CV0047019 002

SIGMA Vendor Number

SIGMA Address ID

### MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By: \_\_\_\_\_

Grants Section Manager

\_\_\_\_\_  
Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through [www.michigan.gov/dnr-grants](http://www.michigan.gov/dnr-grants), unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

#### GRANTEE CONTACT

Phil Preston, Treasurer

Name/Title

Blackman Charter Township

Organization

1990 W. Parnell Road

Address

Jackson, Michigan 49201

Address

517 788-4345 Ex 8226

Telephone Number

517 990 8226 direct

Ppreston@blackmantwp.com

E-mail Address

#### DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF19-0091** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **08/03/2020** through **08/31/2022**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.
  - Access Pathway 5' - 6' wide
  - Play Equipment (including safety surfacing)
6. The DEPARTMENT will:
  - a. grant to the GRANTEE a sum of money equal to **Fifty percent (50%) of One Hundred Thousand dollars (\$100,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Fifty Thousand dollars (\$50,000.00)**.
  - b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
    - i. Payments will be made on a reimbursement basis at **Fifty percent (50%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
    - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement



- request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
  - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

**7. The GRANTEE will:**

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Fifty Thousand dollars (\$50,000.00)** in local match. This sum represents **Fifty percent (50%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
  - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
  - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
  - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
  - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
  - vii. Bury all new utilities within the project area.
  - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that

- charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
  - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
  - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
  - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
  - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
  - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2020** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
  9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
    - a. Submit a progress report every 180 days during the project period.
    - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
    - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 11/30/2022**. If the GRANTEE fails to submit a complete final request for reimbursement by **11/30/2022**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
  10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
  11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
  12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
  13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be

subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:

- a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
- b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated \_\_\_\_\_, and
- c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
- d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.

14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
  - a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
  - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
  - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
  - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
  - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
  - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the

environment and, therefore, an Environmental Impact Statement is not required.

20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
  - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
  - or
  - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
  - a. Terminate this Agreement; and/or
  - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
  - d. Require repayment of grant funds already paid to GRANTEE; and/or

e. Require specific performance of the Agreement.

29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

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

**RESOLUTION #16-2020-0817**

**APPROVAL OF REQUEST TO PURCHASE ADDITIONAL SERVICE CREDIT**

- WHEREAS,** the Blackman Township Public Safety Officers' pension plan is through Municipal Employee' Retirement System (MERS), and
- WHEREAS,** Public Safety Officer Robert Schrock has submitted a written request to the Township to purchase an additional two years and six months of service credit, and
- WHEREAS,** Officer Schrock is following the guidelines and procedures established by MERS,
- THEREFORE,** Blackman Township does hereby approve such purchase by Officer Schrock for two years and six months of additional service credit.

At a regular meeting of the Blackman Charter Township Board of Trustees, County of Jackson, State of Michigan, held in the Township Hall on August 17, 2020 at 6:00 p.m., this Resolution was presented by \_\_\_\_\_, Trustee and Support was offered by \_\_\_\_\_, Trustee.

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

The Supervisor declared this Resolution adopted.

\_\_\_\_\_  
Peter Jancek, Supervisor

\_\_\_\_\_  
Shelly Sercombe, Clerk

I, Shelly Sercombe, the duly appointed and acting Clerk of the Charter Township of Blackman, hereby certify that the foregoing resolution was adopted by the Blackman Board by a roll call vote at a regular meeting of the Board held on August 17, 2020, at which meeting a quorum was present; and that this resolution was ordered to take immediate effect.

\_\_\_\_\_  
Shelly Sercombe, Clerk

# **COLLINS DESIGN / BUILD, INC.**

9325 S. Meridian Road  
Clarklake, Michigan 49234  
Phone (517) 529-0089 ~ Fax (517) 529-0091

January 7, 2020

Blackman – Leoni  
Department of Public Safety  
1996 W. Parnall Road  
Jackson, MI 49201

Attention: Sergeant Darren McIntosh

RE: (5) Exterior Hollow Metal Door, Jamb, and Hardware Replacements

Dear Sgt. McIntosh:

We propose to furnish all labor, materials, and equipment necessary to remove and replace (5) existing doors (4 in the public safety building and 1 in the administration building) as per the following specifications.

## **DOOR #1 (South Door): TO INCLUDE:**

- Removal and disposal of the existing 3070 door, jamb, and hardware
- Furnish and install:
  - New welded right hand (left hand reverse) 5 ¾" masonry jamb with a 4" head
  - New 3070 door slab with a 12" x 12" lite kit with safety wire glass
  - New non-removable pin standard hinges
  - New 5100 door closer
  - New grade 2 storeroom function keyed lever
  - New aluminum threshold, vinyl weather strip, and brush sweep

## **Door #2 (East Door): TO INCLUDE:**

- Removal and disposal of the existing 3070 door, jamb, and hardware
- Furnish and install:
  - New welded left hand (right hand reverse) 5 ¾" masonry jamb with a 4" head
  - New 3070 flush door slab
  - New non-removable pin standard hinges
  - New 5100 door closer
  - New grade 2 storeroom function keyed lever
  - New aluminum threshold, vinyl weather strip, and brush sweep

## **Door #3 (North Door): TO INCLUDE:**

- Removal and disposal of the existing 3070 door, jamb, and hardware
- Furnish and install:
  - New welded left hand (right hand reverse) 5 ¾" masonry jamb with a 4" head

- New 3070 door slab with a 24" x 30" lite kit with safety wire glass
- New full surface continuous hinge (piano hinge) for high use
- New 4041 steel bodied door closer for high use
- New grade 1 storeroom function keyed lever
- New aluminum threshold, vinyl weather strip, and brush sweep

**Door #4 (Basement Door): TO INCLUDE:**

- Removal and disposal of the existing 4068 door, jamb, and hardware
- Furnish and install:
  - New welded right hand (left hand reverse) 5 ¾" masonry jamb with a 4" head
  - New 4068 flush door slab
  - New non-removable pin standard hinges
  - New 5100 door closer
  - New grade 2 storeroom function keyed lever
  - New aluminum threshold, vinyl weather strip, and brush sweep

**Door #5 (West Wall-North Corner Lower Level on the Admin. Bldg.) TO INCLUDE:**

- Removal and disposal of the existing 3070 door, jamb, and hardware
- Furnish and install:
  - New welded left hand (right hand reverse) 5 ¾" masonry jamb with a 4" head
  - New 3070 door slab with a 24" x 30" lite kit with safety wire glass
  - New non-removable pin standard hinges
  - New 5100 door closer
  - New grade 2 storeroom function keyed lever
  - New aluminum threshold, vinyl weather strip, and brush sweep

**Quotation:** The above described to be completed for the total sum of, NOT TO EXCEED **\$10,560.00** (Ten Thousand, Five Hundred Sixty Dollars), including all taxes, supervision, and labor insurances.

**Payment:** To be paid in full upon completion of work.

**Notes / Exclusions:** We do not include any security alarm work, card readers, electric strikes, block repair, vinyl board repair, nor anything other than specifically mentioned above. The scope described above is to be done on a time and materials basis, not to exceed the price listed above. Any savings in labor will be reflected at the time of final billing.

I trust that this proposal includes all items that we have discussed, and we look forward to working with you in the near future.

Respectfully submitted,

COLLINS DESIGN/BUILD, INC.



JADE J. COLLINS  
President



Warrior Design and Construction, LLC  
10716 Marquedat Dr  
Grass Lake, MI 49240  
(517) 418-0010  
warriordandc@gmail.com



## Estimate

### ADDRESS

Blackman Charter Township  
1990 W Parnall Rd  
Jackson, MI 49201  
United States

ESTIMATE # 1096

DATE 01/30/2020

ACTIVITY	QTY	RATE	AMOUNT
<b>General Contractor</b>	1	10,564.00	10,564.00
Removal and replacement of 5 exterior doors:			
1. Galvanized door and frame with glazed wire glass, heavy duty closer			
2. Galvanized flush door and frame, heavy duty closer			
3. Galvanized door and frame with half glazed wired glass, delayed action heavy duty closer			
4. Galvanized flush door and frame, heavy duty closer			
5. Galvanized door and frame with glazed clear tempered glass, heavy duty panic device, no outside lever			

All doors provided are primed only. Painting of doors would be outside the current scope of work and would be a change order. Any discoveries found during removal of doors that are outside current scope of work will be brought to clients attention. If additional supplies are needed to correct any issues this would be considered a change order. Door handles and locks provided by client. Any updates needed with security systems will be considered a change order. Change orders will be approved and paid in full before work can be started.

TOTAL

**\$10,564.00**

Accepted By

Accepted Date

# CRAWFORD DOOR

334 E. Michigan Ave. ~ Ypsilanti, Mi. 48198  
Office: 734 483-4563 ~ Fax: 1 734 483-7916

Date: 11/7/19

## Proposal

Name

Blackman Twp

Street

1996 Parnell Rd  
Jackson, Mi. 49201

Phone

Scott Grajewski 517-788-4223

City, State, & Zip

Email

sgrajewski@blackmantwp.com

Salesman Gary Hoover

## Project New doors

**Quote #1: \$ 5,000.00**

**Furnish and install 2 @ 3070 doors and frames with 2 " header, 24 x 30 window kit, new hinges, heavy duty closer, new Kaba code lock, weather seal kit, sweep and threshold.**

**1 @ 3070 door and frame with 4 " header, 12 x 12 wire glass window kit, new hinges, heavy duty closer, new Kaba code lock, weather seal kit, and sweep.**

**Total: \$ 5,000.00**

Thanks for the opportunity to bid on your project, any question's please feel  
Free to call or e mail me.

Sincerely,

Gary Hoover

gary@crawforddoorpsi.com

**Lead Time: 3 to 4 weeks**

**Net: 50 % deposit with balance due at installation.**

### **Terms and Condition**

Proposal may be withdrawn if not accepted within 45 days. By others; Jambs, springs pads, all wiring to motor and control station unless otherwise stated above, are not included. Purchaser agrees that door shall remain in seller's possession until paid in full. In the event purchaser breaches or defaults under terms and provision of this agreement. The purchaser shall be responsible for the cost of collection, including reasonable attorney fees.

Crawford Door

Gary Hoover

Sales

Date 11/7/19

Acceptance; Terms, price and specification on all pages of this proposal are hereby accepted and authorized by:

Purchaser

Signature

Title

Date



## Quote details

Quote number Q336786562

Status Active

Agent email: kellen.donald.herink@hp.com

Duration: 08/13/20 - 08/20/20

Ready to purchase? Please call 1-800-hp-direct (800-473-4732)

Product name

Qty.

Total

HP 250 G7 Notebook PC

5

~~\$2,695.00~~

SKU:153V6UT#ABA

**\$ 2,560.25**

Operating system	Windows 10 Pro 64
Processor family	10th Generation Intel® Core™ i3 processor
Processor	Intel® Core™ i3-1005G1 (1.2 GHz base frequency, up to 3.4 GHz with Intel® Turbo Boost Technology, 4 MB L3 cache, 2 cores) [6,7]
Memory	8 GB DDR4-2666 SDRAM (1 x 8 GB)
Memory slots	2 SODIMM
Internal drive	256 GB PCIe® NVMe™ SSD
Optical drive	Not included
Display	15.6" diagonal, FHD (1920 x 1080), anti-glare, 220 nits, 45% NTSC [12,16,19]
Graphics	Integrated: Intel® UHD Graphics
External I/O Ports	2 USB 3.1 Gen 1; 1 USB 2.0; 1 HDMI 1.4b; 1 RJ-45; 1 headphone/microphone combo; 1 AC power
Expansion slots	1 multi-format digital media reader Supports SD, SDHC, SDXC.
Audio	Dual stereo speakers
Webcam	HP TrueVision HD Camera
Keyboard	HP Premium Collaboration Keyboard – spill-resistant keyboard with numeric keypad
Pointing device	Touchpad with multi-touch gesture support
Wireless technology	Realtek RTL8822CE 802.11a/b/g/n/ac (2x2) Wi-Fi® and Bluetooth® 5 combo
Power supply	HP Smart 45 W External AC power adapter [24,25]
Battery	HP Long Life 3-cell, 41 Wh Li-ion
Color	Dark ash silver
Energy efficiency	ENERGY STAR® certified
Dimensions (W X D X H)	14.8 x 9.68 x 0.89 in

Weight	Starting at 3.91 lb
Warranty	1 year standard parts and labor limited warranty (1-1-0). 1 year limited warranty on primary battery.
Software included	HP JumpStart; HP Support Assistant; McAfee LiveSafe™; HP Audio Switch; HP Documentation; HP Setup Integrated OOBE; HP SSRM
Security management	TPM 2.0; Security lock slot [21,22]

## HP X3000 Wireless Mouse

SKU:H2C22AA#ABL

5

~~\$82.50~~

**\$54.29**

Color	Black; Metallic gray
Buttons	3 buttons; Scroll wheel
Connector	USB wireless receiver at 27 MHz
Wireless technology	27MHz wireless technology
Minimum system requirements	Available USB port; Windows 7, Windows 8, Windows 10[2]
Dimensions (W X D X H)	3.7 x 2.2 x 1.5 in
Weight	0.18 lb
Warranty	One-year, worldwide parts-and-labor limited warranty; 24x7 HP technical phone support during warranty period
What's in the box	Mouse; Receiver; Batteries; Documentation; Warranty

Total savings **\$138.21**

Agent Discount **\$ 134.75**  
Provided:

Sub-Total: **\$ 2,614.54**

Shipping & handling **Free**

Tax (estimated): **\$ 156.87**

Recycling fee

Total **\$ 2,771.41**

## Shipping

Shipping method:  
Standard 3-8 business days

### Shipping address:

Dawn Warfield  
Blackman Township  
1990 W Parnall Rd  
Jackson MI 49201  
517 - 788 - 4345