



**AGENDA
CITY OF LAPEER
CITY COMMISSION
576 LIBERTY PARK, LAPEER, MI 48446
APRIL 1, 2024**

6:30 P.M. CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF APRIL 1, 2024, AGENDA

A. MINUTES:

1. Minutes of the Regular meeting held March 18, 2024, and the Special meeting held March 21, 2024.

B. PUBLIC COMMENTS:

C. CONSENT AGENDA:

1. 2024 Annual Spring Clean-Up – May 6, 2024.

SUGGESTED MOTION:

Approve the Consent Agenda for April 1, 2024.

D. BILL LISTING:

1. Bill Listing for April 1, 2024.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the Bill Listing for April 1, 2024, in the amount of \$282,074.51.

E. PROCLAMATIONS, RECOGNITIONS AND RESOLUTIONS:

F. PUBLIC HEARINGS:

G. ADMINISTRATIVE REPORTS:

1. Downtown Right-of-Way Licenses.

SUGGESTED MOTION:

Approve the nine (9) Downtown Right-of-Way Licenses, as presented.

2. Annual Fair Housing Resolution.

SUGGESTED MOTION:

Adopt the resolution to approve the Fair Housing Policy.

3. MDOT Local Bridge Resolution - Fox Street.

SUGGESTED MOTION:

Adopt the resolution for the MDOT Local Bridge Program for the Fox Street Bridge.

4. MDOT Local Bridge Resolution – Nepessing Street.

SUGGESTED MOTION:

Adopt the resolution for the MDOT Local Bridge Program for the Nepessing Street Bridge.

5. MDOT Local Bridge Resolution – Oregon Street.

SUGGESTED MOTION:

Adopt the resolution for the MDOT Local Bridge Program for the Oregon Street Bridge.

6. DeMille Blvd./Oakdale Ground and Mt. Hope Cemetery Grounds Maintenance.

SUGGESTED MOTION:

Approve the grounds maintenance agreement for DeMille Blvd./Oakdale Grounds and Mt. Hope Cemetery with Green Meadows Landscape, Inc. for the 2024 season, not to exceed \$11,900 for DeMille Blvd./Oakdale Ground and \$31,752 for Mt. Hope Cemetery, and authorize the Mayor and City Manager to sign the contracts.

7. Light Pole Ribbon Policy.

SUGGESTED MOTION:

Adopt the Light Pole Ribbon Policy for the City of Lapeer.

8. Special Event Application – Flint River Watershed Coalition.

SUGGESTED MOTION:

Approve the Special Event Application for the Flint River Watershed Coalition, Flint River Clean up on April 27, 2024.

9. Michigan Main Street Program – Master Level.

SUGGESTED MOTION:

Approve an agreement of continued support and cooperation in the Main Street Program at the Master Level with the MEDC and allow for the City Manager to sign the Master Level program agreement.

H. CITY MANAGER’S REPORT:

1. City Attorney attendance at Commission Meetings.
2. Various matters.

I. CITY ATTORNEY’S REPORT:

1. None.

J. UNFINISHED BUSINESS:

1. Appointments to Boards and Commissions.
 - a. Lapeer Housing Board of Appeals reappointment – James Mikus.
 - b. Lapeer Housing Board of Appeals reappointment – Brad Chayka.

K. DEPARTMENTAL COMMUNICATIONS:

1. Downtown Development Authority monthly report.

L. PUBLIC COMMENTS:

M. CLOSING COMMENTS:

1. Commissioners.
2. City Manager.
3. Mayor.

N. REMINDER OF MEETINGS:

Next City Commission Meeting: **Wednesday, April 3, 2024, Budget Workshop**

O. REMINDER OF PUBLIC HEARINGS:

ADJOURNMENT

MATERIAL TRANSMITTAL

Notice: Persons with disabilities needing accommodations for effective participation through electronic means in this meeting should contact the City Clerk at (810) 664-5231 or by email at clerk@ci.lapeer.mi.us at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

**LAPEER CITY COMMISSION
MINUTES OF A REGULAR MEETING
MARCH 18, 2024**

A regular meeting of the Lapeer City Commission was held on March 18, 2024, at the Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan. The meeting was called to order at 6:30 p.m.

ROLL CALL

Present: Mayor Marquardt.

Commissioners: Atwood, Brady, Glisman, Petrie, Swindell.

Absent: None.

City Manager: Mike Womack, present.

City Attorney: T. Allen Francis, present

Mayor Marquardt led the Pledge of Allegiance.

57 2024 03-18 AGENDA APPROVAL

Moved by Glisman. Seconded by Brady.

Approve the Agenda for March 18, 2024, as presented.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

58 2024 03-18 MINUTES

Moved by Glisman. Seconded by Brady.

Approve the minutes of the regular meeting held on March 4, 2024, as presented.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

PUBLIC COMMENTS

Brad Haggadone, Lapeer County Commissioner, provided an update to the City Commission regarding the Lapeer County Board of Commissioners proceedings.

Karin Lackey gave an invocation.

Tim Denney spoke about the marihuana odor.

John DeAngelis spoke about the City Attorney being in attendance tonight.

Chris Jadach thanked the Mayor and Commissioners for visiting the Fire House.

Seth and Michelle Groat spoke about the marihuana odor.

59 2024 03-18 CONSENT AGENDA

Moved by Atwood. Seconded by Glisman.

Approve the consent agenda for March 18, 2024, as presented:

1. Traffic Control Order 311 - No Parking Signs - Luxington Street.

2. Traffic Control Order 312 - No Parking Signs - Peppermill Circle.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

60 2024 03-18 BILL LISTING

Moved by Brady. Seconded by Petrie.

Approve the bill listing for March 18, 2024, in the amount of \$526,018.13.

ON A ROLL CALL VOTE.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

PROCLAMATION, RECOGNITIONS, AND RESOLUTIONS:

None.

ADMINISTRATIVE REPORTS

61 2024 03-18 SECONDHAND DEALER & PAWNBROKER LICENSE

Moved by Swindell. Seconded by Atwood.

Mayor to approve a Secondhand Dealer License and Pawnbrokers License for Cash For All Pawn located at 773 East Street, Lapeer.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

62 2024 03-18 AUDIT SERVICES – REHMANN ROBSON, LLC.

Moved by Brady. Seconded by Swindell.

To approve Rehmann Robson, LLC to provide audit services for the 2023/24, 2024/25, and 2025/26 Fiscal Years and allow the City Manager to sign the proposal.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

63 2024 03-18 RESOLUTION – KIWANIS CLUB OF LAPEER – DNR GRANTS

Moved by Swindell. Seconded by Glisman.

Adopt the resolution supporting the Kiwanis Club of Lapeer's Inclusive Playground project and applications for DNR Grants.

**CITY OF LAPEER
RESOLUTION # 2024-04
KIWANIS CLUB OF LAPEER INCLUSIVE PLAYGROUND
DNR GRANT RESOLUTION**

WHEREAS, the Lapeer City Commission is in support of the Kiwanis Club of Lapeer Inclusive Playground project, to provide an all-inclusive, accessible, and nature-inspired playground where every child would be able to play regardless of mobility, sensory issues, or any other disability which precludes them from the average playground; and

WHEREAS, the Lapeer City Commission is in support of applying for the following three Department of Natural Resources Grants to help pay for the project: Michigan Natural

Resources & Trust Fund, Michigan Recreation Passport, and Land & Water Conservation Fund; and

WHEREAS, the City of Lapeer has committed the property within Rowden Park (formerly tennis courts) for the playground, and upon completion, the City shall adopt the playground as its own providing ongoing inspections and maintenance similarly to the other playgrounds already established in the Lapeer Park System; and

WHEREAS, the City of Lapeer is prepared to expend all costs using Kiwanis Club of Lapeer funding related to the project including, site prep, playground equipment, safety surfacing, landscape, and concrete work, estimated to be 1.5 Million Dollars or at least 25% match required of the grant(s); and

WHEREAS, the Director of Parks, Recreation, and Cemetery Rodney Church shall be the administrative official designated to act as the agent/representative on behalf of the City of Lapeer during project development, and to sign a project agreement (contract) upon receipt of a grant funding Award; and

NOW THEREFORE BE IT RESOLVED, that the City of Lapeer using Kiwanis Club of Lapeer funding shall be responsible for engineering, permits, administration, potential cost overruns, and any non-participating items.

This resolution was adopted on the 18th day of March 2024.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED. RESOLUTION DECLARED ADOPTED.

64 2024 03-18 RESOLUTION – DEMOLITION OF 838 S. SAGINAW

Moved by Glisman. Seconded by Swindell.

Adopt the resolution supporting funding partnership with Lapeer County Land Bank for the demolition of 838 S. Saginaw and approve the budget amendment as presented.

**RESOLUTION # 2024-05
838 S. SAGINAW DEMOLITION AND
FUNDING PARTNERSHIP WITH
LAPEER COUNTY LAND BANK**

WHEREAS, the City of Lapeer owns the residential home at 838 S. Saginaw Street and is interested in the demolition of 838 S. Saginaw Street for future public use; and

WHEREAS, the City of Lapeer and Lapeer County Land Bank wish to partner on the demolition project for the future use; and

WHEREAS, the Lapeer County Land Bank has approved a contribution of \$8,400 to the City of Lapeer for such demolition costs for 838 S. Saginaw; and

WHEREAS, the City of Lapeer approves the 2023/2024 FY budget adjustment to accommodate the transfer of funds for this project; and

WHEREAS, said City Commission authorizes the City Manager to sign the related contractual and grant documents for the demolition and authorizes the Director of Housing and Neighborhood Development to manage and administer such project; and

THEREFORE, BE IT RESOLVED, that the Lapeer City Commission authorizes the demolition of 838 S. Saginaw Street, accepts a partnership contribution from the Lapeer County Land Bank of \$8,400 towards the demolition project costs, approves the associated 2023/2024 FY City of Lapeer budget adjustment, and authorizes the City Manager to sign contractual and grant documents on behalf of the City of Lapeer; and authorizes the Director of Housing and Neighborhood Development to manage and administer such project.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED. RESOLUTION DECLARED ADOPTED.

CITY MANAGER'S REPORT

None.

CITY ATTORNEY'S REPORT

65 2024 03-18 CLOSED SESSION – MCL 15.268(h)

Moved by Glisman. Seconded by Petrie.

To enter a closed session at the conclusion of the regular meeting to discuss a written legal opinion from the City Attorney, which is exempt from disclosure as provided under Section 8 of the Open Meetings Act.

ON A ROLL CALL VOTE:

Ayes: Brady, Glisman, Petrie, Swindell, Atwood.

Nays: None.

MOTION CARRIED.

UNFINISHED BUSINESS

66 2024 03-18 APPOINTMENT TO PARK BOARD

Moved by Marquardt. Seconded Swindell. Seconded by Glisman.

To re-appoint Tim Herbert and Ashley Fanson to the Park Board for terms to expire on April 1, 2027.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

67 2024 03-18 APPOINTMENT TO ZONING BOARD OF APPEALS

Moved by Swindell. Seconded by Glisman.

To re-appoint Dwayne Burda to the Zoning Board of Appeals for a term to expire on April 1, 2027.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

DEPARTMENTAL REPORTS

The Monthly Departmental Reports were received into the record.

PUBLIC COMMENTS

None.

MAYOR/COMMISSIONER COMMENTS

Commissioner Glisman: Thanked the Police and Fire Departments for letting them tour their buildings. Thanked the residents who came here to address the commission. Happy Belated St. Patrick's Day, 10% of Michigan's population has an Irish heritage. It's a wonderful holiday to share. March is Women's History Month.

Commissioner Petrie: Thanked both the Police and Fire Chief for the tour of their building, which was very informative. Commissioners attended CapCon last week, which was very enlightening, and learned a great deal. She knew not to get her hopes up for early spring as she had lived in Michigan too long.

Commissioner Swindell: CapCon was a great event; met with State Senator and State Representatives. Learned how to fight for this smaller City. This event makes one realize how to work with what you have; networking is amazing. We have some of the best department heads working for the City, who work very hard behind the scenes. With the great weather, people are using the parks.

Commissioner Atwood: CapCon and the MML conference provide the opportunity to speak to other communities and to be able to collaborate with them. Nice to see people with a servant's heart. Thanked City staff for the tour and information they shared with the commissioners today. Regarding the marihuana odor, we hear you and we will figure it out. Thank you to everyone for coming tonight.

City Manager Womack: Solar eclipse is coming on April 8, 2024; we will be in the 98%. Toured the Public Safety Building today and would like to take the Commission to tour the other city buildings as well. Budget meetings will be coming up soon; the first one is March 21, 2024.

Mayor Marquardt: Thanked the public for the comments this evening; nothing is a quick and easy solution, but we hear you and understand. Was unable to attend the tour today but looks forward to attending the others.

CLOSED SESSION

The Lapeer City Commission convened to a closed session to discuss a written legal opinion for the City Attorney, which is exempt from disclosure as provided under Section 8 of the Open Meetings Act at 7:06 p.m. and returned to its regular meeting at 8:28 p.m.

68 2024 03-18 ADJOURNMENT

Motion by Brady.

To adjourn the regular meeting at 8:29 p.m.

Debbie Marquardt, Mayor

Romona Sanchez, City Clerk

**LAPEER CITY COMMISSION
MINUTES OF A SPECIAL MEETING
MARCH 21, 2024**

A special meeting of the Lapeer City Commission was held on March 21, 2024, at the Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan. The meeting was called to order at 5:30 p.m.

ROLL CALL

Present: Mayor Marquardt.

Commissioners: Atwood, Brady, Glisman, Petrie, Swindell.

Absent: None.

City Manager: Mike Womack, present.

Mayor Marquardt led the Pledge of Allegiance.

Melissa Petrie gave an invocation.

CAPITAL IMPROVEMENT PROGRAM:

The City Manager gave an overview of the Capital Improvement Program's six-year plan, Fiscal Year 2024-2025 through Fiscal Year 2029-2030.

69 2024 03-21 ADJOURNMENT

Moved by Swindell.

Adjourn the regular meeting at 7:10 p.m.

Ayes: Atwood, Cattane, Pattison, Stroh, Swindell.

Nays: None.

MOTION CARRIED.

The special meeting adjourned at 7:10 p.m.

Debbie Marquardt, Mayor

Romona Sanchez, City Clerk

To: Mike Womack, City Manager
From: Jeff Graham, Director of Public Works
Date: March 22, 2024
RE: 2024 Annual Spring Clean-Up

STAFF RECOMMENDATION

Approve scheduling the 2024 Annual Spring Clean-Up for May 6, 2024, to be performed by Rick Rhein Disposal.

CURRENT OR NEW INFORMATION

The Department of Public Works is requesting approval for the Annual Spring Clean-Up to be scheduled for May 6, 2024. Rick Rhein Disposal has signed and submitted the attached agreement to perform the 2024 City-Wide Spring Clean-Up for \$29 per cubic yard. During last year's program, 100 cubic yards of refuse was collected at a cost of \$29 per cubic yard for a total charge of \$2,900.

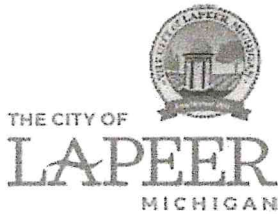
Upon approval, the attached public notice will be published in the LA View on Thursday, April 25th and in the Lapeer County Press on Sunday, April 28th to notify residents of this year's clean-up program.

Attachments

JG/kah

AGENDA ITEM REVIEW

Meeting Date:	April 1, 2024	Date Reviewed:	March 22, 2024
Consent:	X		
Administrative:		Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			



Department of Public Works
Phone: 810-664-4711
Fax: 810-667-7172

City of Lapeer 2024 Spring Clean-Up Agreement

This Agreement is dated as of the 21st day of March 2024 between the City of Lapeer and Rick Rhein Disposal, 3600 Davis Lake Road, Lapeer, MI 48446.

The City of Lapeer and Rick Rhein Disposal agree that Rick Rhein Disposal will complete the 2024 Spring Clean-Up in the City of Lapeer the week of May 6 thru May 10, 2024 as follows.

1. Each resident will receive service once during the designated week.
2. The main streets of the City of Lapeer will be picked up prior to 5:00 p.m. on Wednesday, May 8, 2024.
3. The remainder of the City of Lapeer will be serviced by 5:00 p.m. on Saturday, May 11, 2024.
4. All items will be collected and disposed of except liquid items, hazardous waste, concrete and yard waste. *(Please see attached public notice.)*
5. All invoices with disposal tickets from all trucks used and volumes collected, as well as landfill tickets for each load will be provided to the City of Lapeer by June 1, 2024.
6. The City of Lapeer will pay Rick Rhein Disposal \$29.00 per cubic yard of refuse collected which will include all costs for collection and disposal including all labor and equipment.
7. All City of Lapeer ordinances will be followed by Rick Rhein Disposal when completing this project.

CONTRACTOR

KB

Rick Rhein Disposal

By: Katie Bohms

Title: Office Manager

Date: 3-21-24

CITY OF LAPEER

City of Lapeer

By: Jeff Graham

Title: Director of Public Works

Date: _____



PUBLIC NOTICE

2024 ANNUAL SPRING CLEAN UP PROGRAM

The City of Lapeer will hold its Annual Spring, City-Wide Clean-Up Program on Monday, May 6, 2024. This program is offered once a year. Apartment complexes, Hunter's Creek Mobile Home Park and the City portion of Crestview Manor are also included in this program.

All items to be discarded should be placed at the curbside before **7:00 A.M. on Monday, May 6, 2024.** Items should not be placed at the curbside earlier than Saturday, May 4, 2024. **Any items placed at the curbside after 7:00 A.M. on Monday, May 6, 2024 will not be picked up.**

Leaves, grass clippings and any small loose materials should be bagged or boxed and should not exceed 40 pounds in weight. Construction timbers and other lengthy items should not exceed five (5) feet. Brush, tree limbs and broken concrete should be separated from trash and other disposable garbage.

LIQUIDS, TOXIC MATERIALS AND HAZARDOUS WASTE WILL NOT BE PICKED UP. THIS INCLUDES TIRES, MOTOR OIL, PESTICIDES, PAINT, PAINT SOLVENTS, ANTI-FREEZE, ETC. THIS ALSO INCLUDES ANY APPLIANCES WHICH CONTAIN FREON, I.E., REFRIGERATORS, AIR CONDITIONERS, ETC.

This program is intended to assist residents of the City of Lapeer and help beautify the City of Lapeer. It is unlawful for items to be discarded to be brought in from outside the City limits and it is unlawful for residents to place items brought in from outside the City limits for pick up in the Spring Clean-Up Program.

Adhering to the requirements above will help ensure that this clean-up program is successful. If you have any questions regarding this program, please call 810-664-4711 or 810-664-4553.



ITEM D-1

To: Mayor and City Commission
From: Kelly Hanna, Director of Financial Services
Date: March 27, 2024
RE: Bill Listing – March 15, 2024, through March 28, 2024

STAFF RECOMMENDATION

Approve the bill listing as presented.

CURRENT OR NEW INFORMATION

I, Kelly Hanna, Director of Financial Services, have reviewed the bills for March 15, 2024, through March 28, 2024, in the total amount of **\$282,074.51** and find them to be proper charges.

AGENDA ITEM REVIEW

Meeting Date:	April 1, 2024	Date Reviewed:	March 27, 2024
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez
Public Hearing:			

CHECK REGISTER FOR THE CITY OF LAPEER
CHECK DATE FROM 03/15/2024 - 03/28/2024

Check Date	Check	Vendor Name	Amount
03/28/2024	2045(E)	DTE ENERGY	69,554.65
03/25/2024	2009(E)	U.S. BANK	42,449.41
03/28/2024	597656	STATE OF MICHIGAN	31,409.63
03/28/2024	2035(A)	ROWE INC	21,525.25
03/28/2024	597655	STATE OF MICHIGAN	20,280.34
03/28/2024	2018(A)	FLETCHER FEALKO SHOUDY & FRANCIS PC	6,280.00
03/28/2024	2042(A)	VECTOR TECH GROUP	6,161.90
03/28/2024	2036(A)	S.D. ELECTRICAL CONTRACTING INC.	5,778.00
03/28/2024	597659	T. P. ISRAEL CO INC	5,496.25
03/26/2024	597620	CORELOGIC CENTRALIZED REFUNDS	4,977.61
03/28/2024	597648	PHIL STARR & SON	4,510.38
03/28/2024	2014(A)	ESO SOLUTIONS, INC	4,454.38
03/28/2024	597643	MICHIGAN PIPE & VALVE	4,364.38
03/28/2024	2023(A)	LEGACY ASSESSING SERVICES INC	3,400.00
03/28/2024	2039(A)	SPICER GROUP	2,691.50
03/28/2024	2029(A)	PIONEER MANUFACTURING CO. INC	2,672.32
03/28/2024	2011(A)	CORRIGAN OIL II, INC.	2,414.12
03/28/2024	597645	NOVAK CONSTRUCTION	2,250.00
03/28/2024	597642	MGS ELECTRIC INC.	2,120.00
03/28/2024	597631	EFFICIENT DEMOLITION	2,000.00
03/28/2024	2027(A)	MUNICIPAL EMERGENCY SERVICES, INC	1,989.76
03/28/2024	2024(A)	MAUK, JODI	1,807.70
03/28/2024	2038(A)	SMITH, SHANNON	1,807.70
03/28/2024	597644	MLR ENGINEERING	1,700.00
03/28/2024	2013(A)	DEE CRAMER	1,666.00
03/28/2024	2047(E)	WINDSTREAM	1,502.40
03/28/2024	597640	MARCO TECHNOLOGIES, LLC	1,449.95
03/28/2024	2043(A)	WSP USA ENVIR. & INFRASTRUCTURE INC	1,382.08
03/28/2024	597661	TOWN & COUNTRY POOLS, INC	1,317.50
03/28/2024	597662	VERIZON WIRELESS	1,279.55
03/28/2024	597637	LAPEER CO INTERMEDIATE SCHOOL	1,116.98
03/28/2024	2019(A)	INSOURCE SOLUTIONS GROUP	1,014.00
03/28/2024	2040(A)	TAYLOR, SARAH	1,000.00
03/28/2024	597634	GREAT LAKES ENVIRONMENTAL TEST. LLC	1,000.00
03/28/2024	597627	CARQUEST OF LAPEER	909.44
03/28/2024	2041(A)	VC3, INC.	907.18
03/28/2024	597626	CAPITOL SUPPLY & SERVICE, INC	900.00
03/28/2024	597628	CARRIER AND GABLE INC	873.96
03/28/2024	2022(A)	LAKE ORION MECHANICAL	834.22
03/28/2024	597657	STATE OF MICHIGAN	750.00
03/28/2024	597663	WEST SHORE FIRE, INC.	728.34
03/28/2024	2020(A)	JOHNSON CONTROLS SEC. SOLUTIONS	643.89
03/28/2024	597650	PRO ENERGY CONSULTANTS OF ANN ARBOR	625.00
03/28/2024	2028(A)	NORTH CENTRAL LABS	623.86

03/28/2024	597624	BLUE FLAME PROPANE INC	590.56
03/28/2024	597658	STATE OF MICHIGAN	543.00
03/28/2024	2017(A)	FIRE-DEX, GW LLC	507.21
03/28/2024	597621	66TH DISTRICT COURT	500.00
03/28/2024	2031(A)	PREMIER SAFETY	496.33
03/28/2024	2034(A)	RICK RHEIN DISPOSAL	496.00
03/28/2024	597649	PITNEY BOWES GLOBAL FINANCIAL	432.24
03/28/2024	597625	BUSSURE, JEFFREY E	420.00
03/28/2024	2025(A)	MAURER'S TEXTILE RENTAL SERVICES	389.45
03/28/2024	2033(A)	REAMER, RYAN	375.00
03/28/2024	597622	ACTION MUNICIPAL SUPPLY, LLC	348.40
03/28/2024	597639	LEONARD'S SYRUPS	298.06
03/28/2024	2015(A)	EUROFINS ENVIRONMENT TESTING	297.50
03/28/2024	2032(A)	R & R FIRE TRUCK REPAIR	288.35
03/28/2024	2026(A)	MID-STATES BOLT & SCREW LLC.	258.34
03/28/2024	597641	MEDBERY, LANCE	227.90
03/28/2024	2021(A)	KEITH BRACE INC.	225.00
03/28/2024	597664	WHITE'S GARAGE DOOR	208.00
03/28/2024	597651	RANDAZZO MECHANICAL	200.00
03/28/2024	597652	SAXON, INC.	189.67
03/28/2024	597636	LAPEER CO HEALTH DEPT	170.75
03/28/2024	597632	FOSTER OIL CO	150.00
03/28/2024	597623	ATWOOD, JOSHUA	148.23
03/28/2024	597635	GROUP RESOURCES	144.00
03/28/2024	597653	SHIRLEY'S DRY CLEAN. & ALTERATIONS	125.40
03/28/2024	597633	GLISMAN, LINDA	122.00
03/28/2024	2046(E)	INVOICE CLOUD	115.00
03/28/2024	2037(A)	SHORELINE INVESTMENT SERV. INC.	108.95
03/28/2024	2016(A)	FASTENAL COMPANY	102.19
03/26/2024	597619	CHAYKA JR, JOSEPH P	100.00
03/28/2024	2010(A)	BROWNFIELD REDEVELOPMENT AUTH.	100.00
03/28/2024	597630	EARL DAUP SIGNS	100.00
03/28/2024	597646	OSC INC	100.00
03/28/2024	597654	SIGNS BY CRANNIE, INC	100.00
03/28/2024	597660	THOMAS LAMAGNA ENTERPRISES INC	100.00
03/28/2024	597665	WM FLOYD COMPANY	100.00
03/28/2024	2030(A)	PREMIER OCCUPATIONAL HEALTH	88.00
03/28/2024	597638	LAPEER CO REGISTER OF DEEDS	60.00
03/28/2024	2044(E)	CONSUMERS ENERGY	47.76
03/28/2024	2012(A)	CRUISERS, INC	38.95
03/28/2024	597647	PETRIE, MELISSA	21.64
03/28/2024	597629	DELYNN'S DESIGNS, INC	21.00

TOTAL	<u><u>\$282,074.51</u></u>
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To: Mike Womack, City Manager
From: Kim Hodge, Office Coordinator
Date: March 22, 2024
RE: Downtown Area Right-of-Way Licenses

STAFF RECOMMENDATION

To approve the Right-of-Way Licenses for the applicants listed below.

CURRENT OR NEW INFORMATION

Please submit the attached Right-of-Way License applications to the City Commission for approval at the April 1, 2024 meeting for the following downtown businesses:

1. Blondie's Sweet Boutique/Dagwood's Deli – 193 W. Nepessing Street (Seasonal Enclosure)
2. Popovich Properties, LLC (Vinyl Bar & Grill) – 393 W. Nepessing Street (Permanent Enclosure)
3. Popovich Properties, LLC (Vinyl Bar & Grill) – 393 W. Nepessing Street (Overhead String Lights in adjacent Fox Street Mall)
4. Tilted Axis Brewery – 303 W. Nepessing Street (Permanent Enclosure)
5. Tilted Axis Brewery – 303 W. Nepessing Street (Expanded Seasonal Enclosure)
6. Woodchips, LLC – 315 W. Nepessing Street (Permanent Enclosure)
7. Cheers Pub – 440 N. Saginaw Street (Seasonal Enclosure)
8. Blend Frozen Yogurt Bar – 392 W. Nepessing (Overhead Lighting in adjacent Fox Street Mall)
9. Hernandez Mexican Food – 4 E. Nepessing (Seasonal Enclosure)

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

With the exception of the anticipated upgrade of the Woodchips enclosure, no changes are proposed from last year's license requests for permanent and seasonal outdoor dining area enclosures and overhead string lighting from the applicants. All applicants have signed their individual licenses, provided the required site diagram and proof of insurance as well as paid the \$25 license fee for each license.

Attachments

AGENDA ITEM REVIEW

Meeting Date: April 1, 2024	Date Reviewed: March 22, 2024
Consent:	
Administrative: X	Reviewed By: R. Sanchez, City Clerk
Public Hearing:	



RIGHT-OF-WAY LICENSE

This license, entered into the _____ day of _____, 2024 by the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter called "CITY", and **Blondie's Sweet Boutique/Dagwood's Deli, 193 W. Nepessing Street, Lapeer, Michigan 48446**, hereinafter called "LICENSEE".

WHEREAS, the CITY has a right-of-way, of varying widths, along Nepessing Street; and

WHEREAS, LICENSEE is the owner of ground floor premises on Nepessing Street, with a street address of **193 W. Nepessing Street**, City of Lapeer; and

WHEREAS, LICENSEE desires to use or occupy that portion of the CITY'S Nepessing Street right-of-way for a temporary seasonal dining area as part of LICENSEE'S operation; and

WHEREAS, CITY is willing to grant to LICENSEE a license allowing the temporary encroachment of tables and chairs within that portion of the Nepessing Street right-of-way; and

WHEREAS, LICENSEE agrees to abide by the terms of this license.

NOW, THEREFORE, BE IT KNOWN that the CITY hereby grants a license to LICENSEE to place tables and chairs into a portion of the Nepessing Street right-of-way located at **193 W. Nepessing Street** in accord with the accompanying sketch and further subject to all of the following terms and conditions:

1. The encroaching area may be occupied and/or used only for outdoor dining purposes during the period of **April 15, 2024 through November 15, 2024 with the exception of the period from August 14, 2024 through August 19, 2024 due to the Lapeer Days event.**
2. LICENSEE agrees to hold the CITY harmless and indemnify the CITY from any liability arising out of the existence of the encroachment on said right-of-way. Further, LICENSEE shall provide evidence to CITY that LICENSEE has liability insurance coverage with a minimum personal injury limit of at least \$100,000 for any single accident, for any personal injuries which may be caused to persons as a result of said encroachment.
3. LICENSEE agrees to maintain a clear area of at least eight feet between the encroachment and the Nepessing Street curb nearest LICENSEE'S operation.
4. CITY may terminate this license at any time it determines that said right-of-way is needed to expand, alter, widen, modify or beautify any part of said right-of-way; when the CITY determines it is necessary for another municipal purpose; when the CITY determines it is necessary for the public health, safety and welfare; when any liability insurance carrier of CITY advises the CITY that such encroachment should be removed; or when either CITY or LICENSEE is ordered by any court of competent jurisdiction to remove all or part of said encroachment.

CITY OF LAPEER

Dated: _____

By: _____
Debbie Marquardt, Mayor

Dated: _____

By: _____
Mike Womack, City Manager

Dated: 3/19/24

LICENSEE
By: Nickol Schop
Nickol Schop, Owner



RIGHT-OF-WAY LICENSE

This license, entered into the _____ day of _____, 2024 by the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter called "CITY", and **Popovich Properties, LLC, 393 W. Nepessing Street, Lapeer, Michigan, 48446** hereinafter called "LICENSEE".

WHEREAS, the CITY has a right-of-way, of varying widths on Nepessing Street and on Fox Street from Nepessing Street south to its intersection with City Parking Lot #8; and

WHEREAS, LICENSEE is the owner of ground floor premises on Nepessing Street, with a street address of **393 W. Nepessing Street**, City of Lapeer; and

WHEREAS, LICENSEE desires to use or occupy a portion of the CITY'S right-of-way for a seasonal dining area as part of LICENSEE'S operation; and

WHEREAS, CITY is willing to grant to LICENSEE a license allowing the temporary encroachment of decking, tables and chairs within a portion of the CITY'S right-of-way; and

WHEREAS, LICENSEE agrees to abide by the terms of this license.

NOW, THEREFORE, BE IT KNOWN that the CITY hereby grants a license to LICENSEE to place decking, tables and chairs into a portion of the CITY'S right-of-way located at **393 W. Nepessing Street** in accord with the accompanying sketch and further subject to all of the following terms and conditions:

1. The encroaching area may be occupied and/or used only for outdoor dining purposes during the period of **April 15, 2024 through April 14, 2025**.
2. LICENSEE agrees to hold the CITY harmless and indemnify the CITY from any liability arising out of the existence of the encroachment on said right-of-way. Further, LICENSEE shall provide evidence to CITY that LICENSEE has liability insurance coverage with a minimum personal injury limit of at least \$100,000 for any single accident, for any personal injuries which may be caused to persons as a result of said encroachment.
3. LICENSEE agrees to maintain a clear area of at least eight feet between the encroachment and the Nepessing Street and alley curb nearest LICENSEE'S operation.
4. CITY may terminate this license at any time it determines that said right-of-way is needed to expand, alter, widen, modify or beautify any part of said right-of-way; when the CITY determines it is necessary for another municipal purpose; when the CITY determines it is necessary for the public health, safety and welfare; when any liability insurance carrier of CITY advises the CITY that such encroachment should be removed; or when either CITY or LICENSEE is ordered by any court of competent jurisdiction to remove all or part of said encroachment.

CITY OF LAPEER

Dated: _____

By: _____
Debbie Marquardt, Mayor

Dated: _____

Mike Womack, City Manager

Dated: 3-11-24

LICENSEE

By: _____
Scott Jankovic, Owner



RIGHT-OF-WAY LICENSE

This license, entered into the _____ day of _____, 2024 by the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter called "CITY", and **Popovich Properties, owner of Vinyl Bar & Grill located at 393 W. Nepessing Street, Lapeer, Michigan, 48446** hereinafter called "LICENSEE".

WHEREAS, the CITY has a right-of-way, of varying widths, in the Fox Street Mall area on Fox Street from Nepessing Street south to its intersection with City Parking Lot #8; and

WHEREAS, LICENSEE is the owner of premises on Nepessing Street adjacent to the Fox Street Mall with a street address of **393 W. Nepessing Street**, City of Lapeer; and

WHEREAS, LICENSEE desires to use or occupy a portion of the CITY'S right-of-way for installation and maintenance of permanent overhead string lights as part of LICENSEE'S operation; and

WHEREAS, CITY is willing to grant to LICENSEE a license allowing the encroachment of overhead string lights within a portion of the CITY'S right-of-way; and

WHEREAS, LICENSEE agrees to abide by the terms of this license.

NOW, THEREFORE, BE IT KNOWN that the CITY hereby grants a license to LICENSEE to install and maintain overhead string lights into a portion of the CITY'S right-of-way located in the Fox Street Mall adjacent to **393 W. Nepessing Street** subject to all of the following terms and conditions:

1. The encroaching area may be occupied and/or used only for the purposes of installing and maintaining overhead string lights during the period of **April 15, 2024 through April 14, 2025**.
2. LICENSEE agrees to hold the CITY harmless and indemnify the CITY from any liability arising out of the existence of the encroachment on said right-of-way. Further, LICENSEE shall provide evidence to CITY that LICENSEE has liability insurance coverage with a minimum personal injury limit of at least \$100,000 for any single accident, for any personal injuries which may be caused to persons as a result of said encroachment.
3. LICENSEE agrees to maintain a clear area of at least twelve (12) feet between the string lights and ground level of said encroachment area.
4. CITY may terminate this license at any time it determines that said right-of-way is needed to expand, alter, widen, modify or beautify any part of said right-of-way; when the CITY determines it is necessary for another municipal purpose; when the CITY determines it is necessary for the public health, safety and welfare; when any liability insurance carrier of CITY advises the CITY that such encroachment should be removed; or when either CITY or LICENSEE is ordered by any court of competent jurisdiction to remove all or part of said encroachment.

CITY OF LAPEER

Dated: _____

By: _____
Debbie Marquardt, Mayor

Dated: _____

Mike Womack, City Manager

LICENSEE

Dated: 3-11-24

By: _____
Scott Jankovic, Owner



RIGHT-OF-WAY LICENSE

This license, entered into the 5 day of March, 2024 by the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter called "CITY", and Liquid Art LLC (dba Tilted Axis Brewing Co.), 303 W. Nepessing Street, Lapeer, Michigan 48446 hereinafter called "LICENSEE".

WHEREAS, the CITY has a right-of-way, of varying widths, along Nepessing Street; and

WHEREAS, LICENSEE is the owner of ground floor premises on Nepessing Street, with a street address of 303 W. Nepessing Street, City of Lapeer; and

WHEREAS, LICENSEE desires to use or occupy a portion of the CITY'S right-of-way for a seasonal dining area as part of LICENSEE'S operation; and

WHEREAS, CITY is willing to grant to LICENSEE a license allowing the temporary encroachment of an enclosure with tables and chairs within a portion of the CITY'S right-of-way; and

WHEREAS, LICENSEE agrees to abide by the terms of this license.

NOW, THEREFORE, BE IT KNOWN that the CITY hereby grants a license to LICENSEE to place an enclosure with tables and chairs into a portion of the CITY'S right-of-way located at 303 W. Nepessing Street in accord with the accompanying sketch and further subject to all of the following terms and conditions:

1. The encroaching area may be occupied and/or used only for outdoor dining purposes during the period of April 15, 2024 through April 14, 2025.
2. LICENSEE agrees to hold the CITY harmless and indemnify the CITY from any liability arising out of the existence of the encroachment on said right-of-way. Further, LICENSEE shall provide evidence to CITY that LICENSEE has liability insurance coverage with a minimum personal injury limit of at least \$100,000 for any single accident, for any personal injuries which may be caused to persons as a result of said encroachment.
3. LICENSEE agrees to maintain a clear area of at least eight feet between the encroachment and the Nepessing Street curb nearest LICENSEE'S operation.
4. CITY may terminate this license at any time it determines that said right-of-way is needed to expand, alter, widen, modify or beautify any part of said right-of-way; when the CITY determines it is necessary for another municipal purpose; when the CITY determines it is necessary for the public health, safety and welfare; when any liability insurance carrier of CITY advises the CITY that such encroachment should be removed; or when either CITY or LICENSEE is ordered by any court of competent jurisdiction to remove all or part of said encroachment.

CITY OF LAPEER

Dated: _____

By: _____
Debbie Marquardt, Mayor

Dated: _____

By: _____
Mike Womack, City Manager

Dated: 3-5-24

LICENSEE
By: [Signature]
Thomas Hansen, Owner



RIGHT-OF-WAY LICENSE

This license, entered into the 5 day of MARCH, 2024 by the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter called "CITY", and Liquid Art LLC (dba Tilted Axis Brewing Co.), 303 W. Nepessing Street, Lapeer, Michigan 48446 hereinafter called "LICENSEE".

WHEREAS, the CITY has a right-of-way, of varying widths, along Nepessing Street; and

WHEREAS, LICENSEE is the owner of ground floor premises on Nepessing Street, with a street address of 303 W. Nepessing Street, City of Lapeer; and

WHEREAS, LICENSEE desires to use or occupy a portion of the CITY'S right-of-way for a second seasonal dining area as part of LICENSEE'S operation; and

WHEREAS, CITY is willing to grant to LICENSEE a license allowing the temporary encroachment of an enclosure with tables and chairs within a portion of the CITY'S right-of-way as shown on Exhibit A; and

WHEREAS, LICENSEE agrees to abide by the terms of this license.

NOW, THEREFORE, BE IT KNOWN that the CITY hereby grants a license to LICENSEE to place an enclosure with tables and chairs into a portion of the CITY'S right-of-way located at 303 W. Nepessing Street in accord with the accompanying sketch and further subject to all of the following terms and conditions:

1. The encroaching area may be occupied and/or used only for outdoor dining purposes during the period of April 15, 2024 through October 31, 2024.
2. LICENSEE agrees to hold the CITY harmless and indemnify the CITY from any liability arising out of the existence of the encroachment on said right-of-way. Further, LICENSEE shall provide evidence to CITY that LICENSEE has liability insurance coverage with a minimum personal injury limit of at least \$100,000 for any single accident, for any personal injuries which may be caused to persons as a result of said encroachment.
3. LICENSEE agrees to maintain a clear area of at least eight feet between the encroachment and the Nepessing Street curb nearest LICENSEE'S operation.
4. CITY may terminate this license at any time it determines that said right-of-way is needed to expand, alter, widen, modify or beautify any part of said right-of-way; when the CITY determines it is necessary for another municipal purpose; when the CITY determines it is necessary for the public health, safety and welfare; when any liability insurance carrier of CITY advises the CITY that such encroachment should be removed; or when either CITY or LICENSEE is ordered by any court of competent jurisdiction to remove all or part of said encroachment.

CITY OF LAPEER

Dated: _____

By: _____
Debbie Marquardt, Mayor

Dated: _____

By: _____
Mike Womack, City Manager

Dated: 3-5-24

LICENSEE
By: _____
Thomas Hansen, Owner



RIGHT-OF-WAY LICENSE

This license, entered into the _____ day of _____, 2024 by the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter called "CITY", and **Woodchips, LLC, 315 W. Nepessing Street, Lapeer, Michigan 48446** hereinafter called "LICENSEE".

WHEREAS, the CITY has a right-of-way, of varying widths, along Nepessing Street; and

WHEREAS, LICENSEE is the owner of ground floor premises on Nepessing Street, with a street address of **315 W. Nepessing Street**, City of Lapeer; and

WHEREAS, LICENSEE desires to use or occupy a portion of the CITY'S right-of-way for a seasonal dining area as part of LICENSEE'S operation; and

WHEREAS, CITY is willing to grant to LICENSEE a license allowing the temporary encroachment of an enclosure with tables and chairs within a portion of the CITY'S right-of-way; and

WHEREAS, LICENSEE agrees to abide by the terms of this license.

NOW, THEREFORE, BE IT KNOWN that the CITY hereby grants a license to LICENSEE to place an enclosure with tables and chairs into a portion of the CITY'S right-of-way located at **315 W. Nepessing Street** in accord with the accompanying sketch and further subject to all of the following terms and conditions:

1. The encroaching area may be occupied and/or used only for outdoor dining purposes during the period of **April 15, 2024 through April 14, 2025**.
2. LICENSEE agrees to hold the CITY harmless and indemnify the CITY from any liability arising out of the existence of the encroachment on said right-of-way. Further, LICENSEE shall provide evidence to CITY that LICENSEE has liability insurance coverage with a minimum personal injury limit of at least \$100,000 for any single accident, for any personal injuries which may be caused to persons as a result of said encroachment.
3. LICENSEE agrees to maintain a clear area of at least eight feet between the encroachment and the Nepessing Street curb nearest LICENSEE'S operation.
4. CITY may terminate this license at any time it determines that said right-of-way is needed to expand, alter, widen, modify or beautify any part of said right-of-way; when the CITY determines it is necessary for another municipal purpose; when the CITY determines it is necessary for the public health, safety and welfare; when any liability insurance carrier of CITY advises the CITY that such encroachment should be removed; or when either CITY or LICENSEE is ordered by any court of competent jurisdiction to remove all or part of said encroachment.

CITY OF LAPEER

Dated: _____

By: _____
Debbie Marquardt, Mayor

Dated: _____

By: _____
Mike Womack, City Manager

Dated: 3/8/24

LICENSEE
By: 
Patrick Hingst, Owner



RIGHT-OF-WAY LICENSE

This license, entered into the _____ day of _____, 2024 by the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter called "CITY", and **J & N Adventures, 440 N. Saginaw Street, Lapeer, Michigan 48446**, hereinafter called "LICENSEE".

WHEREAS, the CITY has a right-of-way, of varying widths, along Saginaw Street; and

WHEREAS, LICENSEE is the owner of ground floor premises on Saginaw Street, with a street address of **440 N. Saginaw Street**, City of Lapeer; and

WHEREAS, LICENSEE desires to use or occupy that portion of the CITY'S Saginaw Street right-of-way for a temporary seasonal dining area as part of LICENSEE'S operation; and

WHEREAS, CITY is willing to grant to LICENSEE a license allowing the temporary encroachment of tables and chairs within that portion of the Saginaw Street right-of-way; and

WHEREAS, LICENSEE agrees to abide by the terms of this license.

NOW, THEREFORE, BE IT KNOWN that the CITY hereby grants a license to LICENSEE to place tables and chairs into a portion of the Saginaw Street right-of-way located at **440 N. Saginaw Street** in accord with the accompanying sketch and further subject to all of the following terms and conditions:

1. The encroaching area may be occupied and/or used only for outdoor dining purposes during the period of **April 15, 2024 through November 15, 2024**.
2. LICENSEE agrees to hold the CITY harmless and indemnify the CITY from any liability arising out of the existence of the encroachment on said right-of-way. Further, LICENSEE shall provide evidence to CITY that LICENSEE has liability insurance coverage with a minimum personal injury limit of at least \$100,000 for any single accident, for any personal injuries which may be caused to persons as a result of said encroachment.
3. LICENSEE agrees to maintain a clear area of at least eight feet between the encroachment and the Saginaw Street curb nearest LICENSEE'S operation.
4. CITY may terminate this license at any time it determines that said right-of-way is needed to expand, alter, widen, modify or beautify any part of said right-of-way; when the CITY determines it is necessary for another municipal purpose; when the CITY determines it is necessary for the public health, safety and welfare; when any liability insurance carrier of CITY advises the CITY that such encroachment should be removed; or when either CITY or LICENSEE is ordered by any court of competent jurisdiction to remove all or part of said encroachment.

CITY OF LAPEER

Dated: _____

By: _____
Debbie Marquardt, Mayor

Dated: _____

By: _____
Mike Womack, City Manager

Dated: 3/11/2024

LICENSEE
By: [Signature]
Norman Barbieri, Jr., Owner



RIGHT-OF-WAY LICENSE

This license, entered into the 20th day of March, 2024 by the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter called "CITY", and **Robert Pence, owner of Blend Frozen Yogurt Bar located at 392 W. Nepessing Street, Lapeer, Michigan, 48446** hereinafter called "LICENSEE".

WHEREAS, the CITY has a right-of-way, of varying widths, in the Fox Street Mall area on Fox Street from Nepessing Street north to its intersection with City Parking Lot #9; and

WHEREAS, LICENSEE is the owner of premises on Nepessing Street adjacent to the Fox Street Mall with a street address of **392 W. Nepessing Street**, City of Lapeer; and

WHEREAS, LICENSEE desires to use or occupy a portion of the CITY'S right-of-way for installation and maintenance of permanent overhead string lights as part of LICENSEE'S operation; and

WHEREAS, CITY is willing to grant to LICENSEE a license allowing the encroachment of overhead string lights within a portion of the CITY'S right-of-way; and

WHEREAS, LICENSEE agrees to abide by the terms of this license.

NOW, THEREFORE, BE IT KNOWN that the CITY hereby grants a license to LICENSEE to install and maintain overhead string lights into a portion of the CITY'S right-of-way located in the Fox Street Mall adjacent to **392 W. Nepessing Street** subject to all of the following terms and conditions:

1. The encroaching area may be occupied and/or used only for the purposes of installing and maintaining overhead string lights during the period of **April 15, 2024 through April 14, 2025**.
2. LICENSEE agrees to hold the CITY harmless and indemnify the CITY from any liability arising out of the existence of the encroachment on said right-of-way. Further, LICENSEE shall provide evidence to CITY that LICENSEE has liability insurance coverage with a minimum personal injury limit of at least \$100,000 for any single accident, for any personal injuries which may be caused to persons as a result of said encroachment.
3. LICENSEE agrees to maintain a clear area of at least twelve (12) feet between the string lights and ground level of said encroachment area.
4. CITY may terminate this license at any time it determines that said right-of-way is needed to expand, alter, widen, modify or beautify any part of said right-of-way; when the CITY determines it is necessary for another municipal purpose; when the CITY determines it is necessary for the public health, safety and welfare; when any liability insurance carrier of CITY advises the CITY that such encroachment should be removed; or when either CITY or LICENSEE is ordered by any court of competent jurisdiction to remove all or part of said encroachment.

CITY OF LAPEER

Dated: _____

By: _____
Debbie Marquardt, Mayor

Dated: _____

Mike Womack, City Manager

Dated: 3/20/24

LICENSEE
By: Robert Pence
Robert Pence, Owner



RIGHT-OF-WAY LICENSE

This license, entered into the 7 day of March, 2024 by the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter called "CITY", and Hernandez Mexican Food, 4 E. Nepessing Street, Lapeer, Michigan 48446, hereinafter called "LICENSEE".

WHEREAS, the CITY has a right-of-way, of varying widths, along Nepessing Street; and

WHEREAS, LICENSEE operates a business on the ground floor premises on Nepessing Street, with a street address of 4 E. Nepessing Street, City of Lapeer; and

WHEREAS, LICENSEE desires to use or occupy that portion of the CITY'S Nepessing Street right-of-way for a temporary seasonal dining area as part of LICENSEE'S operation; and

WHEREAS, CITY is willing to grant to LICENSEE a license allowing the temporary encroachment of picnic tables within that portion of the Nepessing Street right-of-way; and

WHEREAS, LICENSEE agrees to abide by the terms of this license.

NOW, THEREFORE, BE IT KNOWN that the CITY hereby grants a license to LICENSEE to place picnic tables into a portion of the Nepessing Street right-of-way located at 4 E. Nepessing Street in accord with the accompanying sketch and further subject to all of the following terms and conditions:

1. The encroaching area may be occupied and/or used only for outdoor dining purposes during the period of April 15, 2024 through November 15, 2024.
2. LICENSEE agrees to hold the CITY harmless and indemnify the CITY from any liability arising out of the existence of the encroachment on said right-of-way. Further, LICENSEE shall provide evidence to CITY that LICENSEE has liability insurance coverage with a minimum personal injury limit of at least \$100,000 for any single accident, for any personal injuries which may be caused to persons as a result of said encroachment.
3. LICENSEE agrees to maintain a clear area of at least eight feet between the encroachment and the Nepessing Street curb nearest LICENSEE'S operation.
4. CITY may terminate this license at any time it determines that said right-of-way is needed to expand, alter, widen, modify or beautify any part of said right-of-way; when the CITY determines it is necessary for another municipal purpose; when the CITY determines it is necessary for the public health, safety and welfare; when any liability insurance carrier of CITY advises the CITY that such encroachment should be removed; or when either CITY or LICENSEE is ordered by any court of competent jurisdiction to remove all or part of said encroachment.

CITY OF LAPEER

Dated: _____

By: _____
Debbie Marquardt, Mayor

Dated: _____

By: _____
Mike Womack, City Manager

LICENSEE

Dated: 3/7/24

By: Deanna Schlaud
Deanna Schlaud, Owner



ITEM G-2

To: Lapeer City Commission, Mayor, City Manager and City Attorney
From: Shelley Lincoln, Housing Grant Administrator
Date: March 13, 2024
RE: April 1, 2024; Annual Fair Housing Resolution

STAFF RECOMMENDATION

The Housing Improvement Department (HID) is requesting that the City Commissioners and Mayor approve the attached Fair Housing resolution.

CURRENT OR NEW INFORMATION

The Fair Housing Resolution will document the City of Lapeer's commitment to following Fair Housing practices. MSHDA and other grant programs recommend that community grantees complete an annual Fair Housing Review which includes a resolution signed by the governing body that re-affirms compliance.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

None.

AGENDA ITEM REVIEW

Meeting Date:	April 1, 2024	Date Reviewed:	March 22, 2024
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			

**RESOLUTION # 2024-06
RESOLUTION TO APPROVE
CITY OF LAPEER
FAIR HOUSING POLICY**



At a regular meeting of the Lapeer City Commission of the City of Lapeer, County of Lapeer, Michigan, held in said City on the 1st day of April 2024 there were:

PRESENT:

ABSENT:

MOVED BY:

SECONDED BY:

WHEREAS, under the Federal Fair Housing Law, Title VIII of the Civil Rights Act of 1968, it is illegal to deny housing to any person because of race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability; and,

WHEREAS, under the Michigan Elliott-Larsen Civil Rights Act, PA 453 of 1976, as amended, it is illegal to deny the opportunity to obtain housing to any person because of religion, race, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, familial status, or marital status;

NOW THEREFORE, BE IT RESOLVED:

LET IT BE KNOWN TO ALL PERSONS that the **City of Lapeer** will follow the adopted Fair Housing Policy to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, national origin, religion, sex (including gender identity and sexual orientation), age, height, weight, familial status, marital status and disability; and

BE IT FURTHER RESOLVED, that the **City of Lapeer** shall not discriminate in the sale, rental, leasing, or financing of housing because of race, color, national origin, religion, sex (including gender identity and sexual orientation), age, height, weight, familial status, marital status and disability; and

BE IT FURTHER RESOLVED, that the **City of Lapeer** will assist all persons who feel they have been discriminated against because of race, color, national origin, religion, sex (including gender identity and sexual orientation), age, height, weight, familial status, marital status and disability, to seek equity under federal and state laws by providing information to said persons on how to file a complaint with the Michigan Department of Civil Rights; and

BE IT FURTHER RESOLVED, that the **City of Lapeer** will at a minimum post this policy or the Fair Housing poster or other posters, flyers or other information which will bring to the attention of owners of real estate, developers and builders their respective responsibilities and rights under the Federal Fair Housing Law and Michigan Elliott Larsen Act; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect as of April 1, 2024.

AYES:
NAYES:
ABSTAIN:
ABSENT:
MOTION CARRIED AND RESOLUTION ADOPTED.

CERTIFICATION:

I, Romona Sanchez, being the duly appointed and qualified Clerk of the City of Lapeer, Lapeer, County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of the Resolution adopted by the City of Lapeer Commission at a regular meeting held on April 1, 2024.

Romona Sanchez, MMC
City Clerk, City of Lapeer



ITEM G-3

To: Mr. Womack, City Manager
From: Jeff Graham, Public Works Director
Date: March 25, 2024
RE: MDOT Local Bridge Program Resolution Fox Street Bridge

STAFF RECOMMENDATION

Recommend City Commission adoption of the Fox Street Bridge Resolution as needed in applying for funding through the MDOT Local Bridge Program.

CURRENT OR NEW INFORMATION

The City has been submitting applications to MDOT Local Bridge Program for several years now. The most recent is Genesee Street Bridge with the City receiving \$1,918,000 with construction taking place in 2026. The Local Bridge Program is a 95/5 percent program that assists with preventive maintenance and bridge replacement.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

This year the funding will be for the year 2027 year and a cost estimate of \$316,000 with a 95/5 percent local match.

A resolution is required as part of the application process for the Bridge Program. At this time, I am requesting the City of Lapeer Commission adopt the attached resolution.

AGENDA ITEM REVIEW

Meeting Date:	April 1, 2024	Date Reviewed:	March 26, 2024
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			

**CITY OF LAPEER
MUNICIPAL RESOLUTION #2024-07
FOR PREVENTATIVE MAINTENANCE OF THE
MICHIGAN DEPARTMENT OF TRANSPORTATION
LOCAL BRIDGE PROGRAM**

At a regular meeting of the Lapeer City Commission of the City of Lapeer, Lapeer County, Michigan, held at Lapeer City Hall on April 1, 2024, there were:

PRESENT: Mayor Marquardt. Commissioners Atwood, Brady, Glisman, Petrie, Swindell.

ABSENT: None.

MOVED BY: Commissioner

SECONDED BY: Commissioner

WHEREAS, the condition of the Fox Street bridge has deteriorated to such an extent that preventative maintenance is necessary; and

WHEREAS, the budget of the City of Lapeer will not allow preventative maintenance of this bridge without additional funds from other sources.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lapeer requests Michigan Department of Transportation Local Bridge Program funding for preventative maintenance of the Fox Street bridge for MDOT's Funding Year 2027.

This resolution was adopted on the 1st day of April 2024.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

MOTION CARRIED. RESOLUTION DECLARED ADOPTED.

Romona Sanchez, CMC
Clerk, City of Lapeer

MOTION #

CERTIFICATION:

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Lapeer City Commission, County of Lapeer, Michigan at a regular meeting held on April 1, 2024, in compliance with the Act No. 267 of the Public Acts of 1967.

Romona Sanchez, CMC
Clerk, City of Lapeer



ITEM G-4

To: Mr. Womack, City Manager
From: Jeff Graham, Public Works Director
Date: March 25, 2024
RE: MDOT Local Bridge Program Resolution Nepessing Street Bridge

STAFF RECOMMENDATION

Recommend City Commission adoption of the Nepessing Street Bridge Resolution as needed in applying for funding through the MDOT Local Bridge Program.

CURRENT OR NEW INFORMATION

The City has been submitting applications to the MDOT Local Bridge Program for several years now. The most recent is Genesee Street Bridge with the City receiving a grant amount of \$1,918,000 with construction taking place in 2026. The Local Bridge Program is a 95/5 percent program that assists with preventive maintenance and bridge replacement.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

This year the funding will be for the year 2027 and a cost estimate of \$401,000 with a 95/5 percent local match.

A resolution is required as part of the application process for the Bridge Program. At this time, I am requesting the City of Lapeer Commission adopt the attached resolution.

AGENDA ITEM REVIEW

Meeting Date:	April 1, 2024	Date Reviewed:	March 26, 2024
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			

**CITY OF LAPEER
MUNICIPAL RESOLUTION #2024-08
FOR PREVENTATIVE MAINTENANCE OF THE
NEPESSING STREET BRIDGE THROUGH
MICHIGAN DEPARTMENT OF TRANSPORTATION
LOCAL BRIDGE PROGRAM**

At a regular meeting of the Lapeer City Commission of the City of Lapeer, Lapeer County, Michigan, held at Lapeer City Hall on April 1, 2024, there were:

PRESENT: Mayor Marquardt. Commissioners Atwood, Brady, Glisman, Petrie, Swindell.

ABSENT:

MOVED BY: Commissioner

SECONDED BY: Commissioner

WHEREAS, the condition of the Nepessing Street bridge has deteriorated to such an extent that preventative maintenance is necessary; and

WHEREAS, the budget of the City of Lapeer will not allow preventative maintenance of this bridge without additional funds from other sources;

NOW, THEREFORE, BE IT RESOLVED, that the City of Lapeer requests Michigan Department of Transportation Local Bridge Program funding for preventative maintenance of the Nepessing Street bridge for MDOT's Funding Year 2027.

This resolution was adopted on the 1st day of April 2024.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

MOTION CARRIED. RESOLUTION DECLARED ADOPTED.

Romona Sanchez, CMC
Clerk, City of Lapeer

MOTION #

CERTIFICATION:

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Lapeer City Commission, County of Lapeer, Michigan at a regular meeting held on April 1, 2024, in compliance with the Act No. 267 of the Public Acts of 1967.

Romona Sanchez, CMC
Clerk, City of Lapeer



ITEM G-5

To: Mr. Womack, City Manager
From: Jeff Graham, Public Works Director
Date: March 25, 2024
RE: MDOT Local Bridge Program Resolution Oregon Street Bridge

STAFF RECOMMENDATION

Recommend City Commission adoption of the Oregon Street Bridge Resolution as needed in applying for funding through the MDOT Local Bridge Program.

CURRENT OR NEW INFORMATION

The City has been submitting applications to the MDOT Local Bridge Program for several years now. The most recent is Genesee Street Bridge with the City receiving a grant amount of \$1,918,000 with construction taking place 2026. The Local Bridge Program is a 95/5 percent program that assists with preventive maintenance and bridge replacement.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

This year the funding will be for the year 2027 and a cost estimate of \$213,000 with a 95/5 percent local match.

A resolution is required as part of the application process for the Bridge Program. At this time, I am requesting the City of Lapeer Commission adopt the attached resolution.

AGENDA ITEM REVIEW

Meeting Date:	April 1, 2024	Date Reviewed:	March 26, 2024
Consent:		Reviewed By:	R. Sanchez, City Clerk
Administrative:	X		
Public Hearing:			

**CITY OF LAPEER
MUNICIPAL RESOLUTION #2024-09
FOR PREVENTATIVE MAINTENANCE OF THE
OREGON STREET BRIDGE THROUGH
MICHIGAN DEPARTMENT OF TRANSPORTATION
LOCAL BRIDGE PROGRAM**

At a regular meeting of the Lapeer City Commission of the City of Lapeer, Lapeer County, Michigan, held at Lapeer City Hall on April 1, 2024, there were:

PRESENT: Mayor Marquardt. Commissioners Atwood, Brady, Glisman, Petrie, Swindell.

ABSENT:

MOVED BY: Commissioner

SECONDED BY: Commissioner

WHEREAS, the condition of the Oregon Street bridge has deteriorated to such an extent that preventative maintenance is necessary; and

WHEREAS, the budget of the City of Lapeer will not allow preventative maintenance of this bridge without additional funds from other sources.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lapeer requests Michigan Department of Transportation Local Bridge Program funding for preventative maintenance of the Oregon Street bridge for MDOT's Funding Year 2027.

This resolution was adopted on the 1st day of April 2024.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

MOTION CARRIED. RESOLUTION DECLARED ADOPTED.

Romona Sanchez, CMC
Clerk, City of Lapeer

MOTION #

CERTIFICATION:

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Lapeer City Commission, County of Lapeer, Michigan at a regular meeting held on April 1, 2024, in compliance with the Act No. 267 of the Public Acts of 1967.

Romona Sanchez, CMC
Clerk, City of Lapeer



ITEM G-6

To: Mike Womack, City Manager
From: Rodney Church, Director of Parks, Recreation & Cemetery
Date: March 25, 2024
RE: Green Meadows Landscape, Inc. Mowing Agreements
1) DeMille Blvd./Oakdale Grounds and 2) Mt. Hope Cemetery Grounds

STAFF RECOMMENDATION

To approve the grounds maintenance agreements for both DeMille Blvd./Oakdale Grounds and Mt. Hope Cemetery Grounds with Green Meadows Landscape, Inc. for the 2024 season.

CURRENT OR NEW INFORMATION

The previous mowing agreements with the contractor expired at the end of the 2023 mowing season. This past winter the Parks Department sent out an Invitation to Bid for two mowing agreements: 1) DeMille Blvd./Oakdale Grounds and 2) Mt. Hope Cemetery Grounds. We received the following bids:

DeMille Blvd./Oakdale Grounds

Green Meadows Landscape, Inc. – 2024 Season - \$11,900 (\$425/cut)

Mt. Hope Cemetery Grounds

Green Meadows Landscape, Inc. – 2024 Season - \$31,752 (\$1,134/cut)

Honored Acres – 2024 Season – 2024 Season - \$31,500 (\$1,125/cut)

After checking references and speaking to Lapeer Community Schools it was determined that Green Meadows Landscape, Inc. will be a great fit for us. Green Meadows Landscape, Inc. has cut Lapeer Community Schools for the previous three mowing seasons and has done an excellent job. There is a slight increase for both contracts from what we paid in the previous three years. For the DeMille Blvd./Oakdale Grounds contract there is an increase of \$1,320 for the season and for the Mt. Hope Cemetery Ground contract, there is an increase of \$2,192 for the season.

We decided to enter into a one-year agreement for both contracts for the 2024 mowing season and plan to re-evaluate renewing for the 2025 mowing season sometime late next winter.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

None.

AGENDA ITEM REVIEW

Meeting Date:	April 1, 2024	Date Reviewed:	March 26, 2024
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			

City of Lapeer

CITY-OWNED DeMILLE BOULEVARD AND OAKDALE
GROUNDS MAINTENANCE

INVITATION TO BID and GENERAL CONDITIONS
REVISED March 18, 2024

INVITATION TO BID

Sealed bids will be received by the City of Lapeer for grounds maintenance services for the City-owned DeMille Boulevard and the City-owned Oakdale Property. Maps and specifications for each area are provided. Bids will be received until 2:00 p.m., local time, Tuesday, March 12, 2024, at the City Clerk's Office, 576 Liberty Park, Lapeer, Michigan, 48446 attention Parks Superintendent, Ryan Edwards.

GENERAL CONDITIONS

I Seasons

Bids shall be for the season of: April 1, 2024 thru October 31, 2024.
April 1, 2025 thru October 31, 2025.
April 1, 2026 thru October 31, 2026.

II Time Period

Specific hours shall be coordinated with the City Parks Superintendent.

III Bid Form

Each bid shall be made on the **Bid Form** provided. The **Bid Form** and **Contractor Reference Form** shall be submitted in a sealed envelope bearing the name of the bidder, and the words "**Sealed Bid – DeMille Boulevard / Oakdale Grounds Maintenance**".

IV Bidder Responsibility

Before submitting a bid, each bidder shall; (1) examine the Bid Documents thoroughly; (2) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the work; and, (3) study and carefully correlate bidder's observations with the Bid Documents.

V Modifications

Modifications proposed by bidders may be considered, however, final determination as to the suitability and compliance with the General Conditions and Specifications will be with the City. **An on site pre-bid walk-through meeting may be scheduled with the Parks Department.**

VI Delivery

Bids shall be delivered by the time and to the place stipulated in the Invitations to Bid. It is the sole responsibility of the bidder to see that his/her bid is received at the proper time. Any bid received after the bid opening date and time shall be returned to the bidder unopened. No fax or electronic bids accepted.

VII Withdrawal

Any bidder may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids.

VIII Bid Period

Each bid shall be considered binding and in effect for a period of forty-five (45) days after the date of opening set forth in the Invitation to Bid.

IX City Rights

Work specifications upon which the bid is to be based are attached. The City of Lapeer reserves the right to reject any or all bids, to waive any irregularities and further reserves the right to accept any bid which it deems to serve the best interest of the City.

X Agreement

An Agreement between the City and Contractor will be executed only after the required certificates of insurance and copies of valid licenses are submitted.

XI Non-Discrimination

In accordance with Act No. 453, Public Acts of 1976, the City of Lapeer does not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap unrelated to an individuals ability to perform the job.

XII Insurance Requirements and Liability to Third-Parties

The Contractor shall assume any and all liability for personal injuries or property damage in any way arising out of the performance of this contract. Contractor shall indemnify and hold harmless the City from any and all such claims. The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Comprehensive General Liability, Property Damage, including contractual liability coverage for the hold harmless provisions. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder. The Comprehensive General Liability policy shall name the City of Lapeer as additional insured to protect its interests. The Contractor shall furnish to the City, insurance certificates executed by an authorized agent or broker prior to beginning work.

For the purposes of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES

Worker's Compensation
Employer's Liability
Bodily Injury Liability
Property Damage Liability

LIMITS OF LIABILITY

Statutory
\$1,000,000
\$1,000,000 each occurrence
\$1,000,000 each occurrence

XIII Liability

Neither the City nor its agents, employees or representatives shall be liable for damages for personal injury to Contractor, Contractor's employees, agents or representatives, however caused, anywhere on the DeMille Boulevard or Oakdale Grounds, and Contractor shall indemnify and hold harmless the City from any and all such claims. City shall not be responsible for loss or damage to Contractor's machinery or equipment, from any cause, during the course of its use anywhere on the DeMille Boulevard or Oakdale Grounds.

XIV Award

The award will be based upon the Total Lump Sum price for all work.

XV Contract Changes

The City of Lapeer reserves the right to cancel all or part of the services upon 30 day written notice to the Contractor. Cancellation of service will result in payments which are pro-rated against the total contract award.

XVI Contractor's Breach

Default and/or breach of any contract provisions by the Contractor will be cause for immediate termination of contract. The City shall further reserve the right to pursue claims toward the successful completion of the service.

XVII Basis of Payment

Requests for payment shall be submitted to the City not more often than monthly. Payments shall cover actual work performed from the agreed upon start date throughout the season and shall be pro-rated monthly against the lump sum price. In the event the contract is cancelled or changed, payment shall be pro-rated based upon the percentage of work performed and the date of termination.

XVIII City Income Tax

All wages paid by the Contractor and all monies earned by the Contractor's organization are subject to Lapeer City Income Tax. The Contractor is responsible for obtaining a registration card from the Lapeer City Income Tax Office for employee withholding.

For further information or questions, contact Ryan Edwards, Superintendent of Parks 810 (664-6872) or Rodney Church, Director of Parks, Recreation and Cemeteries at (810) 664-4431.

City of Lapeer

CITY-OWNED DEMILLE BOULEVARD GROUNDS MAINTENANCE

SPECIFICATIONS AND MAP

I General Description of Work and Location

The City of Lapeer is considering contracting grounds maintenance services including lawn mowing, trimming/edging, clean-up, etc., at the City-owned DeMille Boulevard. The DeMille Boulevard right-of-way begins at the property line of Meijer, Inc. and ends at West Genesee Street. The attached map highlighted in green shall serve as a reference for areas to be maintained including:

South of Grand Trunk Western Railroad to Meijer, Inc., the roadsides, path-sides, and islands shall be maintained.

North of Grand Trunk Western Railroad to West Genesee Street, only the islands shall be maintained.

All areas of the DeMille right-of-way that are established as lawn areas at this time are to be maintained per the specifications. (Approximately 12 acres.)

II Specifications

American Association of Nurseryman's and Michigan Department of Agricultural Standards shall be followed for all associated services performed.

Mowing and trimming shall be performed weekly in its entirety to maintain lawn areas to a height of no less than 3 inches and no greater than 4 inches. Contractor shall not skip weeks or portions of the contract if it or its representatives feel the lawn areas do not exceed 4 inches without approval from City of Lapeer Parks designated staff members, whose decision shall be final. Approval to skip weeks or portions of the contract must be requested via written correspondence through text or email; phone and in-person conversations requesting approval will not be granted and any such oral or spoken approvals are not and will not be authorized without amendment of these specifications, in writing, and signed by the parties hereto. Equipment used for this purpose shall be typical "finish type" equipment providing a manicured lawn effect.

Trimming and edging shall be performed concurrently with the mowing and maintain heights no greater than the corresponding lawn height. Trimming and edging shall be done on all vegetation which cannot be mowed including, but not limited to, around trees, entry ways, buildings, sidewalks, roads, parking lots, curbs, ditches, fences, ponds, culverts, bushes, posts and other permanent fixtures. Trimming equipment must be kept away from tree trunks.

Spraying with Round-Up or equivalent shall be restricted for use within 4 inches of any obstacle to minimize trimming needs. There shall be no spraying along sidewalks or curbs except along the guardrail for the overpass where spraying from the curb to 6 inches behind the guardrail post will be permitted. Vegetation killed by spraying shall be removed to maintain a clean appearance. The specific area to be sprayed shall be

carefully coordinated with the City Parks Superintendent. Damage to trees, shrubs, flowers, and other vegetation shall be the responsibility of the Contractor. Applicators shall possess a valid appropriate Commercial Pesticide Applicator license(s) for the work performed as issued by the Michigan Department of Agriculture. A photocopy of the license(s) shall be provided to the City for its files.

Clean-up shall be incidental to the services provided. Clippings shall not be discharged onto streets, walks, or mulched areas.

No pruning of trees or shrubs shall be required.

Broken irrigation heads, repairs or hazardous conditions shall be reported to the Park Superintendent immediately.

Clean-up and staking the area for fixed objects prior to mowing will be the responsibility of the contractor. The Contractor shall assume any and all liability for damage claims in performance of this contract.

Work shall be done without obstructing the normal traffic flow.

CONTRACTOR may not begin mowing in April until given the ok by appropriate Lapeer parks designated staff member. There may be weeks the CITY may opt out of mowing; the CITY will contact the CONTRACTOR ahead of time to coordinate.

City of Lapeer

CITY-OWNED OAKDALE PROPERTY GROUNDS MAINTENANCE

SPECIFICATIONS AND MAP

I General Description of Work and Location

The City of Lapeer is considering contracting grounds maintenance services including lawn mowing, trimming/edging, and spraying, etc., at the City-owned Oakdale property for the following area:

Oakdale Grounds includes approximately 11 acres highlighted in green on the attached maps.

It is bordered by Genesee Street to the north and Grand Trunk Western Railroad property to the south. It shall also include a 15' x 400' strip of property east of Lake Drive from the curb along Genesee Street as well as the south side, road right-of-way west of Rolland Warner Junior High School.

Excluded property includes Rolland Warner Junior High School property and Chatfield School property and the three homes whose addresses are 2835, 2861, and 2881 Genesee Street, as well as the vacant 3 acre corner of DeMille Boulevard and Davison Road..

This acreage includes working around all buildings, roads, parking lots, natural features, and other permanent structures located in this area.

All work shall be done under the general supervision of the City Park Superintendent or other designee.

II Specifications

American Association of Nurseryman's and Michigan Department of Agriculture Standards shall be followed for all associated services performed.

Mowing and trimming shall be performed weekly in its entirety to maintain lawn areas to a height of no less than 3 inches and no greater than 4 inches. Contractor shall not skip weeks or portions of the contract if it or its representatives feel the lawn areas do not exceed 4 inches without approval from City of Lapeer Parks designated staff members, whose decision shall be final. Approval to skip weeks or portions of the contract must be requested via written correspondence through text or email; phone and in-person conversations requesting approval will not be granted and any such oral or spoken approvals are not and will not be authorized without amendment of these specifications, in writing, and signed by the parties hereto. Equipment used for this purpose shall be typical "finish type" equipment providing a manicured lawn effect.

Trimming and edging shall be performed concurrently with the mowing and maintain heights no greater than the corresponding lawn height. Trimming and edging shall be done on all vegetation which cannot be mowed including, but not limited to, around trees, entry ways, buildings, sidewalks, roads parking lots, ditches, fences, ponds, culverts,

bushes, posts and other permanent fixtures. Trimming equipment must be kept away from tree trunks.

Spraying with Round-Up or equivalent shall be restricted for use within 4" of any obstacle except sidewalks which will result in minimizing trimming needs. Vegetation killed by spraying shall be removed to maintain a clean appearance. Specific areas to be sprayed shall be carefully coordinated with the City Parks Department. Vegetation growing in parking lot edges and cracks shall be controlled by trimming or spraying.

Damage to trees, shrubs, flowers, and other vegetation shall be the responsibility of the Contractor. Applicators shall possess appropriate Commercial Pesticide Applicator license(s) for the work performed as issued by the Michigan Department of Agriculture. A photocopy of the license(s) shall be provided to the City for its files.

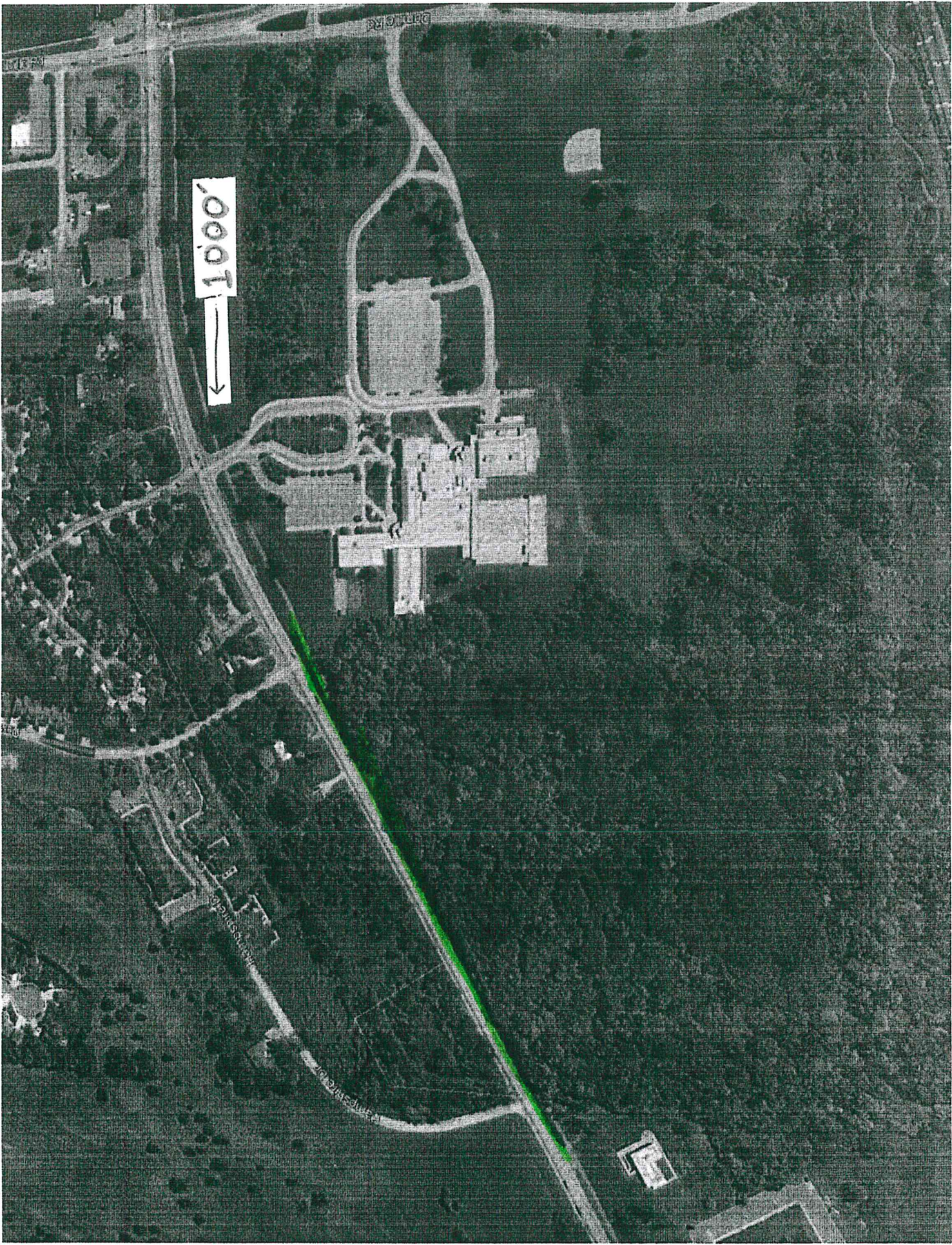
Clean-up shall be incidental to the services provided. Clippings shall not be discharged onto streets, walks, ponds, or mulched areas.

The Contractor shall notify the City of any damage, unusual circumstances, dangerous conditions, and other general needs of the property.

Clean-up and staking the area for fixed objects prior to mowing will be the responsibility of the Contractor. The Contractor shall assume any and all liability for damage claims in performance of this contract.

CONTRACTOR may not begin mowing in April until given the ok by appropriate Lapeer parks designated staff member. There may be weeks the CITY may opt out of mowing; the CITY will contact the CONTRACTOR ahead of time to coordinate.





Return Bid on this Form

City of Lapeer

CITY OWNED DEMILLE BOULEVARD/OAKDALE GROUNDS MAINTENANCE

BID FORM

I, the undersigned, have carefully examined the site(s) of the proposed work. I am fully informed of the conditions to be met in the prosecution and completion of the work, and agree to be bound accordingly. I propose to perform all services and furnish all necessary labor, materials and equipment to complete the work described in the Invitation to Bid General Conditions, and Specifications. And, I propose to provide the grounds maintenance services at the prices listed below:

<u>SEASONS</u>	<u>DeMille Boulevard / Oakdale Grounds</u>	<u>Total</u>
Apr. 1 – Oct. 31, 2024	\$ 425.00 / <u>CUT</u>	\$ 11,900.00
Apr. 1 – Oct. 31, 2025	\$ 425.00 / <u>CUT</u>	\$ 11,900.00
Apr. 1 – Oct. 31, 2026	\$ 425.00 / <u>CUT</u>	\$ 11,900.00
Total Lump Sum		<u>\$ 35,700.00</u>

Date 3/6/2024

Thomas D. DeClerck
Bidder Signature

Thomas D. DeClerck - President
Name and Title

Green Meadows Lawnscape, Inc.
Company Name

2359 Avon Industrial Drive
Address

Rochester Hills/48309
City/Zip Code

(586)254-7775/(586)254-7785
Phone Number / FAX Number

Return this Form with Bid

CONTRACTORS REFERENCES

Bidders shall list at least three (3) references where similar work has been performed, as well as three years of commercial experience.

EXAMPLE

Anywhere, Michigan
Project
John Doe – (Telephone Number)

Charter Township of Waterford - 5200 Civic Center Drive Waterford, MI 48239

Lawn mowing of city sites and parks

Justin Westlake - (248)618-7462

City of Sterling Heights 40555 Utica Rd. Sterling Heights, MI 48311

Mowing, clean-ups, fertilization, bed maintenance, mulching, planting

Richard Waters - (586)446-2442

MJC Companies 48377 Commonview Shelby Township, MI 48317

Mowing and landscape maintenance

Kevin Moosekian - (586)747-6042

Princeton Management 45725 Utica Green West Shelby Township, MI 48317

Mowing, fertilizing, clean-ups, and shrub trimming

Andrea Schutt - (586)739-5610

City of Lapeer
DEMILLE BOULEVARD AND OAKDALE GROUNDS MAINTENANCE
AGREEMENT

Agreement made this _____ day of _____, 2024 between the City of Lapeer, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter referred to as CITY and Green Meadows Landscape, Inc., hereinafter referred to as CONTRACTOR.

CITY and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 – WORK

Contractor shall provide and pay for all labor, materials, and equipment in the performance of grounds maintenance work for the DeMille Boulevard Grounds Maintenance and Oakdale Grounds Maintenance as described in the Invitation to Bid, General Conditions, and Specifications.

ARTICLE 2 – CONTRACT TIME PERIOD

April 1, 2024, and ending October 31, 2024. CONTRACTOR may not begin mowing in April until given the ok by appropriate Lapeer Parks designated staff member. There may be weeks the CITY may opt out of mowing; the CITY will contact the CONTRACTOR ahead of time to coordinate.

ARTICLE 3 – CONTRACT PRICE

CITY will pay CONTRACTOR in monthly payments on the basis of the percentage of work completed (one cut per week) following properly submitted invoices:

April 2024	<u>\$425/cut</u>	<u>x</u>	<u># of cuts</u>
May 2024	<u>\$425/cut</u>	<u>x</u>	<u># of cuts</u>
June 2024	<u>\$425/cut</u>	<u>x</u>	<u># of cuts</u>
July 2024	<u>\$425/cut</u>	<u>x</u>	<u># of cuts</u>
August 2024	<u>\$425/cut</u>	<u>x</u>	<u># of cuts</u>
September 2024	<u>\$425/cut</u>	<u>x</u>	<u># of cuts</u>
October 2024	<u>\$425/cut</u>	<u>x</u>	<u># of cuts</u>

ARTICLE 4 – CONTRACT DOCUMENTS

The complete contract between CITY and CONTRACTOR consists of the Revised DeMille Boulevard and Oakdale Grounds Maintenance Invitation to Bid and General Conditions, DeMille Boulevard Grounds Maintenance Specifications and Maps, Oakdale Property Grounds Maintenance Specifications and Map, DeMille Boulevard / Oakdale Grounds Maintenance Bid Form, Contractor References, and DeMille Boulevard and Oakdale Grounds Maintenance Agreement.

ARTICLE 5 – CONTRACT CHANGES

The City of Lapeer reserves the right to cancel all or part of the services upon 30 day written notice to the Contractor. Cancellation of service will result in payments which are pro-rated against the total contract award.

ARTICLE 6 – CONTRACTOR’S BREACH

Default and/or breach of any contract provisions, the specifications, or the general conditions by the Contractor will be cause for immediate termination of contract. The City shall further reserve the right to pursue claims toward the successful completion of the service. Contractor specifically acknowledges and agrees that Contractor’s failure to abide by and complete the work as set forth in Section II – Specifications, at the City’s option and in the City’s sole discretion, may result in a pro-rated reduction of payment(s) to Contractor for each such failure and/or termination of this Agreement.

ARTICLE 7 – COVENANT IN PUBLIC CONTRACTS; BREACH, EFFECT

A covenant by the contractor and his subcontractors not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap unrelated to an individual’s ability to perform the job. Breach of this covenant may be regarded as a material breach of the contract.

ARTICLE 8 – LAPEER PARKS DESIGNATED STAFF

For purposes of compliance with the terms and provisions of the Specifications set forth above, the City of Lapeer designates the following individuals as those Parks Department Staff Members with authority to excuse all or part of Contractor’s required weekly performance under the terms and provisions of this Agreement:

Name	Phone Number for Texting Purposes	email address
Rodney Church	(810) 358-9431	rchurch@ci.lapeer.mi.us
Ryan Edwards	(810) 614-0233	redwards@ci.lapeer.m.us

ARTICLE 9 - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this contract in a least 2 counterparts, each of which shall be deemed an original, the day and year first above written.

WITNESS

WITNESS

CONTRACTOR -

By: _____

Its: _____

CITY

DEBORAH MARQUART, MAYOR

MIKE WOMACK, CITY MANAGER

City of Lapeer

CITY-OWNED MT. HOPE CEMETERY
GROUNDS MAINTENANCE

INVITATION TO BID and GENERAL CONDITIONS
REVISED MARCH 18, 2024

INVITATION TO BID

Sealed bids will be received by the City of Lapeer for grounds maintenance services for the City-owned Mt. Hope Cemetery located at 1230 Park Street, Lapeer, Michigan 48446.

Bids will be received until 2:00 p.m., local time, Tuesday, March 12, 2024, at the City Clerk's Office, Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan, 48446, attention Parks Superintendent, Ryan Edwards.

GENERAL CONDITIONS

I Seasons

Bids shall be for the season of: April 1, 2024 thru October 31, 2024.
April 1, 2025 thru October 31, 2025.
April 1, 2026 thru October 31, 2026.

II Time Period

Specific hours shall be coordinated with the City Parks Superintendent.

III Bid Form

Each bid shall be made on the **Bid Form** provided. The **Bid Form** and **Contractor Reference Form** shall be submitted in a sealed envelope bearing the name of the bidder, and the words "**Sealed Bid – Mt. Hope Cemetery Grounds Maintenance**".

IV Contractor Responsibility

Before submitting a bid, each contractor shall; (1) examine the Bid Documents thoroughly; (2) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the work; and, (3) study and carefully correlate contractor's observations with the Bid Documents.

V Modifications

Modifications proposed by contractors may be considered, however, the final determination as to the suitability and compliance with the General Conditions and Specifications will be with the City. **An on site pre-bid walk through meeting may be scheduled with the Parks Department.**

VI Delivery

Bids shall be delivered by the time and to the place stipulated in the Invitation to Bid. It is the sole responsibility of the contractor to see that his/her bid is received at the proper time. Any proposal received after the due date and time shall be returned to the contractor unopened. No fax or electronic bids accepted.

VII Withdrawal

Any contractor may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids.

VIII Bid Period

Each bid shall be considered binding and in effect for a period of forty-five (45) days after the date of opening set forth in the Invitation to Bid.

IX City Rights

Work specifications upon which the bid is to be based are attached. The City of Lapeer reserves the right to reject any or all bids, to waive any irregularities and further reserves the right to accept any bid which it deems to serve the best interest of the City.

X Agreement

An Agreement between the City and Contractor will be executed only after the required certificates of insurance and copies of valid licenses are submitted.

XI Non-Discrimination

In accordance with Act No. 453, Public Acts of 1976, the City of Lapeer does not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap unrelated to an individuals ability to perform the job.

XII Insurance Requirements and Liability to Third-Parties

The Contractor shall assume any and all liability for personal injuries or property damage in any way arising out of the performance of this contract. Contractor shall indemnify and hold harmless the City from any and all such claims. The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Comprehensive General Liability, Property Damage, including contractual liability coverage for the hold harmless provisions. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder. The Comprehensive General Liability policy shall name the City of Lapeer as additional insured to protect its interests. The Contractor shall furnish to the City, insurance certificates executed by an authorized agent or broker prior to beginning work.

For the purposes of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES

Worker's Compensation
Employer's Liability
Bodily Injury Liability
Property Damage Liability

LIMITS OF LIABILITY

Statutory
\$1,000,000
\$1,000,000 each occurrence
\$1,000,000 each occurrence

XIII Liability

Neither the City nor its agents, employees or representatives shall be liable for damages for personal injury to Contractor, Contractor's employees, agents or representatives, however caused, anywhere on the Mt. Hope Cemetery grounds, and Contractor shall indemnify and hold harmless the City from any and all such claims. City shall not be responsible for loss or damage to Contractor's machinery or equipment, from any cause, during the course of its use anywhere on the Mt. Hope Cemetery grounds.

XIV Award

The award will be based upon the Total Lump Sum price for all work.

XV Contract Changes

The City of Lapeer reserves the right to cancel all or part of the services upon 30 day written notice to the Contractor. Cancellation of service will result in payments which are pro-rated against the total contract award.

XVI Contractor's Breach

Default and/or breach of any contract provisions by the Contractor will be cause for immediate termination of contract. The City shall further reserve the right to pursue claims toward the successful completion of the service.

XVII Basis of Payment

Requests for payment shall be submitted to the City not more often than monthly. Payments shall cover actual work performed from the agreed upon start date throughout the season and shall be pro-rated monthly against the lump sum price. In the event the contract is cancelled or changed, payment shall be pro-rated based upon the percentage of work performed and the date of termination.

XVIII City Income Tax

All wages paid by the Contractor and all monies earned by the Contractor's organization are subject to Lapeer City Income Tax. The Contractor is responsible for obtaining a registration card from the Lapeer City Income Tax Office for employee withholding.

For further information or questions, contact Ryan Edwards, Superintendent of Parks 810 (664-6872) or Rodney Church, Director of Parks, Recreation and Cemetery at (810) 664-4431.

City of Lapeer

CITY-OWNED MT. HOPE CEMETERY

SPECIFICATIONS

I General Description of Work and Location

The City of Lapeer is considering contracting grounds maintenance services including lawn mowing, trimming/edging, clean-up, etc., at Mt. Hope Cemetery, 1230 Park St. Lapeer, Michigan 48446.

The City of Lapeer, Mt. Hope Cemetery is approximately 27 acres in size, including road right-of-ways outside of the perimeter fence. The grounds are treated annually for broadleaf weed species, by City or other contract, but are not fertilized or irrigated.

II Specifications

American Association of Nurseryman's and Michigan Department of Agricultural Standards shall be followed for all associated services performed.

Mowing and trimming shall be performed weekly in its entirety to maintain lawn areas to a height of no less than 3 inches and no greater than 4 inches. Contractor shall not skip weeks or portions of the cemetery if it or its representatives feel the lawn areas do not exceed 4 inches without approval from City of Lapeer Parks designated staff members, whose decision shall be final. Approval to skip weeks or portions of the cemetery must be requested via written correspondence through text or email; phone and in-person conversations requesting approval will not be granted and any such oral or spoken approvals are not and will not be authorized without amendment of these specifications, in writing, and signed by the parties hereto. Equipment used for this purpose shall be typical "finish type" equipment providing a manicured lawn effect. **In headstone congested areas, a maximum of 52" mowing deck shall be used / preferred 48".**

Trimming and edging shall be performed concurrently with the mowing and maintain heights no greater than the corresponding lawn height. Trimming and edging shall be done on all vegetation which cannot be mowed including, but not limited to, around trees, entry ways, buildings, headstones, monuments, sidewalks, roads, parking lots, curbs, ditches, fences, culverts, bushes, posts and other permanent fixtures. Care shall be exercised around perennial and annual plants or flowers located at headstones and flower beds.

No Round-up type herbicide is to be used without City approval, and where approved shall be restricted to no more than 6 inches. Certain areas will be excluded from the use of Round-up type herbicides and are as follows: headstones, monuments, and along iron fencing. Vegetation killed by spraying shall be removed to maintain a clean appearance. Specific areas to be sprayed shall be carefully coordinated with the City Parks Department. Damage to trees, shrubs, flowers, and other vegetation shall be the responsibility of the Contractor to fix. Applicators shall possess a valid appropriate Commercial Pesticide Applicator license(s) for the work performed as issued by the Michigan Department of Agriculture. A photocopy of the license(s) shall be provided to the City for its files.

Clean-up shall be incidental to the services provided. Clippings shall not be discharged onto streets, walks, or mulched areas, or must be removed immediately.

No pruning of trees or shrubs shall be required.

Extreme care must be used while mowing near headstones and trees to avoid damage. Damage to headstones/monuments shall be the responsibility of the Contractor to fix. No trimming equipment shall be allowed to touch tree trunks. All damages, repairs or hazardous conditions shall be reported to the Parks Department immediately.

Clean-up and staking the area for fixed objects prior to mowing will be the responsibility of the contractor. The Contractor shall assume any and all liability for damage claims in performance of this contract.

The Cemetery is to be mowed within three (3) days prior to Memorial Day, Fourth of July, and Labor Day.

Work shall be done without obstructing the normal traffic flow.

Mowing shall cease or be located in a distant cemetery section during any funeral procession. Coordination shall be done through the Parks Department.

CONTRACTOR may not begin mowing in April until given the ok by appropriate Lapeer parks designated staff member. There may be weeks the CITY may opt out of mowing; the CITY will contact the CONTRACTOR ahead of time to coordinate.

Return Bid on this Form

City of Lapeer

CITY OWNED MT. HOPE CEMETERY

BID FORM

I, the undersigned, have carefully examined the site(s) of the proposed work. I am fully informed of the conditions to be met in the prosecution and completion of the work, and agree to be bound accordingly. I propose to perform all services and furnish all necessary labor, materials and equipment to complete the work described in the Invitation to Bid, General Conditions, and Specifications. And, I propose to provide the grounds maintenance services at the prices listed below:

<u>SEASONS</u>	<u>Mt. Hope Cemetery</u>	<u>Total</u>
Apr. 1 – Oct. 31, 2024	\$ 1,134.00/cut	\$ 31,752.00
Apr. 1 – Oct. 31, 2025	\$ 1,134.00/cut	\$ 31,752.00
Apr. 1 – Oct. 31, 2026	\$ 1,134.00/cut	\$ 31,752.00
Total Lump Sum		\$ 95,256.00

Date 3/6/2024


Contractor Signature

Thomas D. DeClerck - President
Name and Title

Green Meadows Lawnscape, Inc.
Company Name

2359 Avon Industrial Drive
Address

Rochester Hills/48309
City/Zip Code

(586)254-7775/(586)254-7785
Phone Number / FAX Number

Return this Form with Proposal

CONTRACTORS REFERENCES

Bidders shall list at least three (3) references where similar work has been performed, as well as three years of experience.

EXAMPLE

Anywhere, Michigan
Project
John Doe – (Telephone Number)

Charter Township of Waterford - 5200 Civic Center Drive Waterford, MI 48239

Lawn mowing city sites and parks

Justin Westlake - (248)618-7462

City of Sterling Heights 40555 Utica Road Sterling Heights, MI 48311

Lawn cutting, fertilization, spring and fall clean-ups, shrub trimming

Richard Waters - (586)446-2442

Avesta Management 31355 W 13 Mile Road Farmington Hills, MI 48334

Complete landscape maintenance

Donna Puente - (248)855-5665

MJC Companies 48377 Commonview Shelby Township, MI 48317

Complete landscape maintenance

Kevin Moosekian - (586)747-6042

City of Lapeer
MT. HOPE CEMETERY GROUNDS MAINTENANCE
AGREEMENT

Agreement made this _____ day of _____, 2024 between the City of Lapeer, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter referred to as CITY and Green Meadows Landscape, Inc., hereinafter referred to as CONTRACTOR.

CITY and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 – WORK

Contractor shall provide and pay for all labor, materials, and equipment in the performance of grounds maintenance work for the Mt. Hope Cemetery as described in the Invitation to Bid, General Conditions, and Specifications.

ARTICLE 2 – CONTRACT TIME PERIOD

April 1, 2024, and ending October 31, 2024. CONTRACTOR may not begin mowing in April until given the ok by appropriate Lapeer Parks designated staff member. There may be weeks the CITY may opt out of mowing; the CITY will contact the CONTRACTOR ahead of time to coordinate.

ARTICLE 3 – CONTRACT PRICE

CITY will pay CONTRACTOR in monthly payments on the basis of the percentage of work completed (one cut per week) following properly submitted invoices:

April 2024	<u>\$1,134/cut</u>	<u>x</u>	<u># of cuts</u>
May 2024	<u>\$1,134/cut</u>	<u>x</u>	<u># of cuts</u>
June 2024	<u>\$1,134/cut</u>	<u>x</u>	<u># of cuts</u>
July 2024	<u>\$1,134/cut</u>	<u>x</u>	<u># of cuts</u>
August 2024	<u>\$1,134/cut</u>	<u>x</u>	<u># of cuts</u>
September 2024	<u>\$1,134/cut</u>	<u>x</u>	<u># of cuts</u>
October 2024	<u>\$1,134/cut</u>	<u>x</u>	<u># of cuts</u>

ARTICLE 4 – CONTRACT DOCUMENTS

The complete contract between CITY and CONTRACTOR consists of the Revised Mt. Hope Cemetery Grounds Maintenance Invitation to Bid and General Conditions, Mt. Hope Cemetery Grounds Maintenance Specifications and Maps, Mt. Hope Cemetery Grounds Maintenance Bid Form, Contractor References, and Mt. Hope Cemetery Grounds Maintenance Agreement.

ARTICLE 5 – CONTRACT CHANGES

The City of Lapeer reserves the right to cancel all or part of the services upon 30 day written notice to the Contractor. Cancellation of service will result in payments which are pro-rated against the total contract award.

ARTICLE 6 – CONTRACTOR’S BREACH

Default and/or breach of any contract provisions, the specifications, or the general conditions by the Contractor will be cause for immediate termination of contract. The City shall further reserve the right to pursue claims toward the successful completion of the service. Contractor specifically acknowledges and agrees that Contractor’s failure to abide by and complete the work as set forth in Section II – Specifications, at the City’s option and in the City’s sole discretion, may result in a pro-rated reduction of payment(s) to Contractor for each such failure and/or termination of this Agreement.

ARTICLE 7 – COVENANT IN PUBLIC CONTRACTS; BREACH, EFFECT

A covenant by the contractor and his subcontractors not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap unrelated to an individual’s ability to perform the job. Breach of this covenant may be regarded as a material breach of the contract.

ARTICLE 8 – LAPEER PARKS DESIGNATED STAFF

For purposes of compliance with the terms and provisions of the Specifications set forth above, the City of Lapeer designates the following individuals as those Parks Department Staff Members with authority to excuse all or part of Contractor’s required weekly performance under the terms and provisions of this Agreement:

Name	Phone Number for Texting Purposes	email address
Rodney Church	(810) 358-9431	rchurch@ci.lapeer.mi.us
Ryan Edwards	(810) 614-0233	redwards@ci.lapeer.m.us

ARTICLE 9 - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this contract in a least 2 counterparts, each of which shall be deemed an original, the day and year first above written.

WITNESS

WITNESS

CONTRACTOR -

By: _____

Its: _____

CITY

DEBORAH MARQUART, MAYOR

MIKE WOMACK, CITY MANAGER



ITEM G-7

To: Mayor and City Commissioners
From: Mike Womack, City Manager
Date: March 27, 2024
RE: Ribbon Policy

STAFF RECOMMENDATION

Adopt the Light Pole Ribbon Policy for the City of Lapeer.

CURRENT OR NEW INFORMATION

Attached is the ribbon policy that was presented to the City Commission for first review on February 20, 2024.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

None.

AGENDA ITEM REVIEW

Meeting Date:	April 1, 2024	Date Reviewed:	March 27, 2024
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			



City Manager's Office
576 Liberty Park, Lapeer, MI 48446
Phone: 810-664-5231
Fax: 810-664-2610

October 9, 2023

RE: Light pole Ribbon policy

City Commission,

The City has been approached by various groups who wish to use/decorate the City's downtown light poles with ribbons for educational, charitable and philanthropic purposes, such as cancer awareness or support for military veterans or the police/fire services.

In order to reduce visual clutter, minimize motorist distractions or loss of visibility and to help maintain the aesthetic of the City, I would recommend that the City adopt the following policy related to the use of and decoration of the City's downtown light poles with ribbons:

1. That decoration of the City's light poles under this policy must be approved of by a Resolution of the City Commission at least 30 days prior to the event.
2. That the decoration of the City's flagpoles are not meant to be or serve as a public-forum for the free-expression by the public but shall instead be limited to those decorations that consist of or support an expression of the City's official sentiments.
3. That the requesting organization shall present evidence of its non-profit, charitable or philanthropic status upon request.
4. That the requesting organization shall present an example of or a visual depiction of the proposed decoration as part of its request to place the decorations on the City's light poles.
5. That only those light poles located on Nepessing St. between North Washington St. and North Saginaw St. may be used or decorated.
6. That the decorations be limited to ribbons, bows, lace, tulle, satin and other similar fabrics and decorations.
7. That the requesting organization may place one temporary sign of not larger than 24 square feet on City property which provides a greater educational explanation of the ribbon decorations and their purpose. Such sign shall follow all requirements of the City's sign ordinances.
8. That the decorations shall be weather resistant and shall not become unsightly, degraded or litter by lack of maintenance.
9. That the decorations shall only be displayed to bring attention to and educate the public regarding charitable or philanthropic purposes only and not be commercial

in nature. Decorations shall not be displayed in promotion of the sale of any goods or services.

10. The City shall provide no maintenance, protection or replacement of any decoration so placed and shall not be liable for the removal of any decoration that is not maintained and has become unsightly or litter.

11. The decorations shall:

- a. Not interfere with the City's display of flags, banners or other decorations on the light poles.
- b. Not need or use electricity.
- c. Not damage the surface of the light pole or damage or conflict with the light pole's function as a light pole.
- d. Not impede upon or interfere with the sidewalk, the road or the public's use thereof.
- e. Be securely fastened to each light pole to prevent the decoration from falling to the ground due to wind or rain, but not secured in a way that would damage the surface of the light pole.
- f. Be no larger than 48 inches from top to bottom, nor wider than 36 inches side to side.
- g. Be maintained by the placing organization to prevent the decorations from becoming unsightly, degraded or litter and if not shall be promptly removed by the placing organization or the City.
- h. Be mounted no higher than the flag brackets located approximately 8 feet off the ground.
- i. Be placed for no longer than 30 days at a time and shall be promptly removed at the end of the 30-day period.
- j. Not be placed any sooner than 30 days following any previous 30-day period that the light poles were decorated (i.e. there must be 30 days of non-decoration in-between decorations).
- k. That no decorations may be placed that would be on a City lightpole during the Lapeer Days Festival (generally the third week in August).

Mike Womack

City of Lapeer

City Manager

810-245-4202

mwomack@ci.lapeer.mi.us

To: Mike Womack, City Manager
From: Jeremy Howe, Chief of Police
Date: March 27, 2024
RE: Special Event – Flint River Clean up

STAFF RECOMMENDATION

Approve Event.

CURRENT OR NEW INFORMATION

We have received a request from the Flint River Watershed Coalition to hold their annual river and parks cleanup on Saturday, April 27, 2024, from 10:00 AM – 1:00 PM. No City services have been requested for this event, however, the DPW may have additional trash pickup in the area after the event.

See PDF File SE Flint River Cleanup 2024.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

Annual event.

AGENDA ITEM REVIEW

Meeting Date: April 1, 2024

Date Reviewed: March 27, 2024

Consent:

Administrative: X

Reviewed By: R. Sanchez, City Clerk

Public Hearing:

City of Lapeer SPECIAL EVENT APPLICATION (SEA)

RECEIVED

MAR 18 2024



CITY MANAGER
Lapeer, MI

DIRECTIONS: Complete this application in accordance with the City of Lapeer Special Events Ordinance and Regulations, and return it to the either Parks & Rec department (for events at a City Park) or to the City Manager's Office at least 30 Calendar days prior to the starting date of the event.

If you are requesting an event to take place in a CITY PARK, YOU MUST SUBMIT YOUR SEA DIRECTLY TO THE PARKS & RECS DEPARTMENT (Heather Bowman; Hbowman@ci.lapeer.mi.us). If your event is NOT in a City Park, your SEA should come directly to the City Manager's Office (Tracey Russell, Trussell@ci.lapeer.mi.us).

Sponsoring Organization
(Legal Name)

Flint River Watershed Coalition

Phone #

Address

630 W Kearsley St, Flint, MI 48503

Organization Event
Coordinator/Contact

Peter McGreevy

Phone #

810-614-7594

Event Coordinator/Contact
Address

pmcreevy@chetfieldschool.org

Coordinator/Contact Email

Event Name

Flint River Clean up

Purpose of Event

pick trash

Event Location

City Parks
Crampton Park / Annrock park

Have you
reserved your
park/pavilion?

Yes / No *on file at Parks*

If yes, provide copy of reservation form with this application, if no and planning a park event, reservations need to be made.*

Date of Event

4-27

Rotary Park

Event Time

10-1

of Event

Organizational Team

1

of Expected
Attendees:

70

Describe the activities

taking place at your event:

picking trash from city parks
along Farmers creek + Flint River

Please check what will be part of your event:

☐
☐

Music**

Tents

☐
☐

Animals**

(such as a petting zoo)

Wedding

☐
☐

Selling of food*

Selling of drinks*

☐
☐

Posted Signage of
Event*

Liquor/Beer or Wine*

**Please list here what type of music (DJ/Band/Individual singers, etc.) and/or list animals:

Special Event Review Committee Approvals:

☒ City Manager

☒ Fire Chief

☒ Parks & Rec Director

☒ Police Chief

☒ DPW Director

*See Rules and Regulations

Please check what you request the City to supply:

Picnic Tables Qty:	Electricity Turned on/off	Other:
Inflatables	Road Crossing Guards Qty:	Trash Containers Qty:
Road Closures List:		

Please attach a letter indicating all requests of City services if something other than above.

What type of event is this:

FRWC / City Parks

City Operated Event	Other Non-Profit Event	Co-Sponsored Event
	Other For-Profit Event	Political or Ballot Issue Event

INDEMNIFICATION AGREEMENT

The Flint River Watershed Coalition agree(s) to defend, indemnify, and hold harmless the City of Lapeer, Michigan, its officers, employees and agents, from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed or recovered against or from the City of Lapeer, its officers employees agents, by reason of any damage to property, bodily injury or death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with or related to the special event.

Signature: Pete McNeely Date: 3-15-24

Witness: Murray D. Russell Date: 3-15-24

1. **ANNUAL EVENT:** Is this event expected to occur next year? (YES) [No]

If yes, you may reserve a date for next year with this application. To reserve dates for next year, please provide the following information:

Normal Event Schedule
(e.g., third weekend in July): Last weekend of April

2. **AN EVENT MAP [IS] (IS NOT)** attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show streets or parking lots that you are requesting to be blocked off. **Crossing Guards are required if crossing any roads.**

3. **FREE PARKING:** Are you requesting free parking (see the Rules and Regulations)?
[YES] (NO)

If yes, list the lots or locations where free parking is requested:

4. **Alcoholic Beverages:** Will they be served? [YES] [NO]
Who holds the Liquor Control Commission license?

5. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that:
- a. A certificate of insurance must be provided which names the City of Lapeer as an additional named insured party on the policy. (See the Rules and Regulations for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms.
 - c. If the event includes solicitation by workers standing in street intersections, the required safety requirements and use of traffic cones will be maintained at all times in accordance with the City's general policies and practices. The City does not recommend standing in the street or making any solicitations from the street.
 - d. All food vendors must be approved by the Lapeer County Health Department, and each food and/or other vendor must provide the City with a certificate of insurance in an amount approved by the City which names the City of Lapeer as an additional named insured party on the policy.
 - e. The approval of this special event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Events Ordinance and Regulations. The event will be operated in conformance with the Written Confirmation of Approval.
 - f. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City of Lapeer and will promptly pay any billing for City services which may be rendered.

As the authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Events Ordinance and Regulations, the terms of the Written Confirmation of Approval, and all other City requirements, ordinances and other laws which may apply to this Special Event.

3-15-24

Date

Peter McBeary

Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least thirty (30) days prior to the first day of the event to:

Special Event, City of Lapeer, City Manager's Office, 576 Liberty Park, Lapeer MI 48446.



IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248558532
Oct. 14, 2008 LTR 4168C E0
38-3546239 000000 00 000
00018439
BODC: TE

FLINT RIVER WATERSHED COALITION
432 N SAGINAW ST STE 238
FLINT MI 48502



022200

Employer Identification Number: 38-3546239
Person to Contact: Mr. Lafollette
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Oct. 02, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in August 2000, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Al Bourdeau Insurance Agency 3835 Davison Road Flint MI 48506		CONTACT NAME: Dyvonne Morgan PHONE (A/C, No, Ext): (810) 742-3411 FAX (A/C, No): (810) 742-9560 E-MAIL ADDRESS: dyvonnem@albourdeauinsurance.com	
INSURED Flint River Watershed Coalition 630 W Kearsley St Flint MI 48503		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Ins Co INSURER B: Accident Fund Insurance Company of America INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15350 10166	

COVERAGES**CERTIFICATE NUMBER:** CL2311176640**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			A507916	09/14/2023	09/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A507916	09/14/2023	09/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			A507916	09/14/2023	09/14/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			100036115	06/14/2023	06/14/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is added as Additional Insured for General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Lapeer Lapeer City Manager's Office 576 Liberty Park Lapeer MI 48446	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ITEM G-9

MEMORANDUM

TO: Mike Womack, City Manager; City Commission
FROM: James Alt, DDA Executive Director
DATE: March 28, 2024
RE: Michigan Main Street Program – Master Level Support

In February of 2022, having fulfilled the requirements of the Select Level of the Michigan Main Street Program, the Michigan Economic Development Corporation awarded downtown Lapeer the status of Master Level Michigan Main Street Community. The program is a 2-year commitment for the Lapeer Downtown Development Authority. The DDA has agreed to an additional 2-year commitment (January 1, 2024, through December 31, 2026) to meet and maintain the requirements of being a Michigan Main Street community and maintaining National Accreditation.

The DDA is requesting the City Commission to approve a resolution of continued support and cooperation in the Main Street Program at the Master Level with the MEDC and allow for the City Manager to sign the Master Level program agreement.

Thank you,

James Alt

Executive Director
Lapeer Main Street DDA

AGENDA ITEM REVIEW

Meeting Date: April 1, 2024
Consent:
Administrative: X
Public Hearing:

Date Reviewed: March 28, 2024
Reviewed By: R. Sanchez, City Clerk

**Michigan Main Street Program
Community Requirements and Expectations Agreement
Master Level**

THIS AGREEMENT is entered into and executed by the Michigan Economic Development Corporation (“**MEDC**”), whose address is 300 N. Washington Square, Lansing, MI 48913, the City of Lapeer, Michigan, whose address is 410 West Nepessing Street, Suite 106, Lapeer, Michigan 48446 (the “**Municipality**”), and the City of Lapeer Downtown Development Authority (the “**DDA**”) (collectively, the Municipality and the DDA are referred to as the “**Community**”). The MEDC and the Community are each a “**Party**” and collectively, are the “**Parties**” to this Agreement, for the purpose of implementing the MEDC’s Michigan Main Street Program (“**MEDC MMS Program**”) in the Community.

WHEREAS, MEDC has entered into a contract with the National Trust for Historic Preservation, National Main Street Center, Chicago (the “**NTHP NMSC**”), to provide technical expertise, training and services to designated Michigan communities pursuant to the MEDC MMS Program;

WHEREAS, the Community’s Local Michigan Main Street Program (the “**Local Program**”) has successfully completed all requirements and expectations of the Selected Level (which is the initial level of participation in the MEDC MMS Program) and have been accredited based on the Six Standards of Performance by the NTHP NMSC as outlined in Attachment 1;

WHEREAS, this Agreement is for the purpose of setting forth the MEDC MMS Program requirements and expectations for the Local Program, pursuant to its designation as a Master Michigan Main Street Community (“**MMS Community**”) and pursuant to contractual arrangements between the NTHP NMSC and MEDC, so as to assist in the revitalization of the designated Local Program area of City of Lapeer, Michigan;

NOW THEREFORE, in consideration of the foregoing mutual covenants and agreements contained herein, the Parties have agreed to do as follows:

SECTION I. The Community agrees to these Minimum Participation Standards:

1. Employ a full-time (no less than forty (40) hours per week) program director for Local Program who will be responsible for the day-to-day administration of the Michigan Main Street program in the Community and develop a job description to describe the duties for which the program director is responsible. During transition periods between program directors, Local Program must make all efforts to hire a new director within a reasonable amount of time. Generally, an interim director

should be in place two months after a program director leaves and a full-time director should be in place six months after a director leaves.

2. Maintain an active Board of Directors and Committees, following the National Main Street 4-Point Approach™, to actively lead the Local Program by developing work plans, utilizing volunteers, and successfully completing all stated programmatic activities to the satisfaction of the MEDC.
3. Fund the Local Program for the term of this Agreement at a level allowing for the full operation of the program. Funding must contain both dedicated funds by public entities and private contributions through fundraising activities.
4. Participate in all scheduled the MEDC MMS Program services (outlined in Section II of this Agreement). Travel expenses to any required sessions are the sole responsibility of Local Program. If the Community is temporarily without a program director or the program director is unable to attend, then a representative from the Community is required to attend in their place.
 - B. Absenteeism: An unexcused absence by the Local Program director, or a representative from the Community, will result in the suspension of all services. Once services are suspended, a written warning to the chair of the board and the program director will be issued requesting an explanation on why training sessions have not been attended. Services will be reinstated if the issues are resolved to the satisfaction of the MEDC.
 - C. Full-time equivalent (FTE): At minimum, one (1) individual from the Community must be present for the entirety of the provided service. It is not acceptable for two (2) individuals to divide the time between them.
 - i. The Local Program director is specifically required, at minimum, to participate in Day 1 of the MEDC MMS Program Trainings.
 - ii. A representative from the Community is specifically required to participate in Day 2 of the MEDC MMS Program Trainings.
5. Submit complete and accurate monthly reports by the 10th of each month on the form provided by the MEDC MMS Program.
6. Submit complete and accurate IMPACT report by the beginning of November each year on the form provided by the MEDC MMS Program. (All such monthly and annual reports being hereinafter referred to as “**Reports**.”)
7. Maintain a current membership in the National Main Street Center Network.
8. Continue to meet the Six Standards of Performance set by the NTHP NMSC for accreditation, as outlined in Attachment 1. The Local Program must meet these

standards at the end of each two-year period or the MEDC may terminate this Agreement pursuant to Section III(16) of this Agreement.

9. Utilize the MEDC MMS Program name and logo with MEDC pre-approval. The use of the name and logo can be used for marketing materials, window signs, flags, letterhead, banners, pins, etc. The MEDC MMS Program name and logo are trademark protected. Any MEDC MMS Program road signs given to the Community by the MEDC are property of the MEDC and shall be returned if the Community is no longer an MMS Community. See Section III, Number 3, of this Agreement.
10. Maintain Local Program's boundaries and organization structure approved upon the Community's designation as an MMS Community. Changes to either of these require MEDC approval as it could affect the services provided to the Community.
11. Understand all requirements of this Agreement must be met regardless of changes within the Local Program, such as temporary displacement of program director. If requirements of this Agreement are not met to the satisfaction of the MEDC, MEDC MMS Program services will be suspended, and a written warning to the Chairperson of the Board of Directors and program director will be issued requesting an explanation. Once requirements are met to the satisfaction of the MEDC, MEDC MMS Program services will be reinstated. If requirements continue to not be met to the satisfaction of the MEDC may terminate this Agreement pursuant to Section III(16).
12. Assume full responsibility for all costs and expenses associated with the performance of the Local Program and the performance of the Community's responsibilities under this Agreement. The Community further acknowledges that the MEDC is not responsible to the Community and/or the Local Program for any costs associated with this Agreement or the services provided under this Agreement, including but not limited to those costs or expenses incurred as a result of anticipated or actual participation in the MEDC MMS Program, the NTHP NMSC Program or pursuant to the Community's selection or participation as an MMS Community.
13. Acknowledge that third-party technical assistance is only available for eligible MEDC MMS Program participants, as determined solely by the MEDC.

SECTION II. The MEDC agrees to provide these services subject to the Community's compliance with this Agreement:

1. Provide customized program training and technical assistance to the Community and Local Program, including any of the following services, which may be modified by the MEDC MMS Program, in its sole discretion, to meet programmatic needs:

Program Services provided to Master MEDC MMS Communities:

- Director Selection Assistance (V/C)*
 - Board Training (V/C)*
 - Branding and communication planning
 - Business Recruitment
 - Downtown Future services
 - Entrepreneurial Ecosystem
 - Director Training (V/C)*
 - Committee/Taskforce Training (V/C)*
 - Fund Development
 - MEDC/MMS Trainings
 - Branding Service (V/C)*
 - Biennial Accreditation visits with the National Main Street Center (V/C)*
 - Mentoring Opportunities
-

* (C) = Services provided within community

* (V) = Services provided virtually, at the discretion of the MEDC

2. Conduct MEDC MMS Program forums statewide for program directors and Local Program volunteers. Specific forum training topics will vary and be based on the combined needs of all MMS Communities.
3. Conduct a Biennial Program Evaluation for each Master Level Local Program. In order to receive this service, the Community and Local Program must be in compliance with the above Minimum Participation Standards (Section I above)
4. Conduct a Check-in Visit for each Master Level Local Program, to occur in alternating years with the above Biennial Program Evaluation (II.3). The year following the acceptance of the Local Program into the Master Level, the Check-in Visit will be performed in order to informally assess and advise Local Program. The next year, the Biennial Program Evaluation will occur, and the schedule will continue to alternate as such for the term of this Agreement.
5. Provide advice, information, and additional on-site assistance to the Community, Local Program, its staff, and its Board of Directors upon request by the Local Program and subject to the MEDC MMS Program schedule, program constraints, staff availability, and costs associated with the request. MEDC may request the assistance of other State or Federal agencies.
6. Invite the Local Program to attend training and technical assistance opportunities in the other Select or Master MMS Communities.

7. Accredited, on behalf of the NTHP NMSC, all eligible MMS Communities that meet the above Minimum Participation Standards (Section I) and the NTHP NMSC Six Standards of Performance outlined in Attachment 1, as determined in the sole discretion of the MEDC.

SECTION III. The PARTIES hereto otherwise agree as follows:

1. **TERM OF THE AGREEMENT.** This Agreement, beginning January 1, 2024 shall remain in effect until the earlier of December 31, 2026 or such time as the “**Termination or Cancellation**” provisions hereof are invoked. All procedures for termination and cancellation are outlined below in Section III(16).
2. **CONFIDENTIAL INFORMATION.** Except for information provided to MEDC at its request or as part of this Agreement, the Community, Local Program, and each of their employees, agents, and representatives shall not disclose, other than to the extent required by law, including without limitation, the Freedom of Information Act, any information or data, including but not limited to all materials furnished to the Community and/or Local Program by MEDC (“Confidential Information”) without the written consent of MEDC. Confidential information does not include information that is already in the possession of, or is independently developed by, the Community and/or Local Program; becomes publicly available other than through breach of this Section; or is received by the Community and/or Local Program from a third party with authorization to make such disclosures or is released with MEDC’s prior written consent.
3. **LICENSING OF CERTAIN MARKS.** MEDC grants to the Community a license to utilize the MEDC MMS Program trade names, trademarks, logo, and/or service marks (“MEDC Marks”) for the express purpose of publicizing the Community’s selection and involvement as an MMS Community. The Community’s use of the MEDC Marks shall be approved by MEDC in advance of use.
4. **INTELLECTUAL PROPERTY RIGHTS.** The Community acknowledges that it is being granted a limited license during the term of this Agreement by MEDC hereunder to use the MEDC Marks in accordance with the terms and conditions of this Agreement, and that no further or greater rights are granted in or to the MEDC Marks. The Community acknowledges that MEDC owns all rights, title and interest in and to the MEDC Marks and that it will do nothing inconsistent with MEDC’s ownership of the Marks.
5. **INDEMNIFICATION AND LIABILITY INSURANCE.** To the extent permitted by law, the DDA and the Municipality both shall, and shall both cause the Local Program to, indemnify, defend, and hold harmless MEDC and its subsidiaries, agents, employees and contractors from any damages, liability, costs or expenses that it may sustain through the negligence or willful acts of the Community and/or its Local Program pertaining to the performance of this

Agreement. The Community and its Local Program shall maintain such insurance as shall be necessary to protect MEDC from claims that may arise out of or as a result of the Community's and/or Local Program's operations pursuant to this Agreement. The Community and/or Local Program will provide and maintain its own property damage insurance (written at not less than full replacement cost), workers compensation insurance (written for not less than any limits of liability required by law), and liability insurance (maintained at not less than \$1 million per occurrence, and \$5 million in the aggregate). MEDC shall be listed as an additional named insured on all such insurance policies. The Community and Local Program shall provide to MEDC periodic certificates of insurance to evidence the compliance with such insurance requirements, and, in any event, shall deliver such certificates to MEDC within 10 days after request by MEDC. The Municipality and the DDA are both jointly and severally liable for all obligations under this Agreement.

6. **TOTAL AGREEMENT.** This Agreement contains the entire agreement between the parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the parties, reduced to writing and signed.
7. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by the Agreement, neither the Municipality, nor the DDA, shall assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of MEDC. Any future successors of the Municipality, the DDA or the Local Program will be bound by the provisions of this Agreement unless MEDC otherwise agrees in a specific written consent.
8. **COMPLIANCE WITH LAWS.** The Community and Local Program shall comply with all applicable laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority (collectively, "laws"). The Community and/or Local Program is not, and will not during the term of this Agreement, be in violation of any laws to which it is subject, and will not fail to obtain any licenses, permits or other governmental authorizations necessary to carry out its duties hereunder.
9. **WAIVER.** A failure or delay in exercising any right with respect to this Agreement will not operate as a waiver unless otherwise stated in this Agreement, and will not excuse subsequent failures or delays, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right, or the exercise of any other right, and will not be construed as an automatic exercise of subsequent rights.
10. **NOTICES.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed

to have been delivered and given for all purposes (i) on the delivery date if delivered by electronic mail or by confirmed facsimile; (ii) on the delivery date if delivered personally to the Party to whom the same is directed; (iii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) three (3) business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's fax number or e-mail address, to be reasonably identified by notifying Party. MEDC, the Community and Local Program may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

11. **SEVERABILITY.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, provided that the principal intent of this Agreement can be preserved.
12. **GOVERNING LAW AND JURISDICTION.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The Parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. The terms of this paragraph shall survive the termination of the cancellation of this Agreement.
13. **NO EMPLOYMENT, PARTNERSHIP OR AGENCY RELATIONSHIP.** The MEDC MMS Program is limited to furnishing its technical services to the Community and its Local Program and thus nothing contained herein shall create any employer-employee relationship. Further, this Agreement does not create a partnership relationship.
14. **NO THIRD PARTY BENEFICIARIES.** There are no express or implied third party beneficiaries to this Agreement.
15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.
16. **TERMINATION OR CANCELLATION.**
 - A. This Agreement may be terminated by MEDC by providing written notice of default and termination to the Community ("Notice of Default and Intent to Terminate") upon the occurrence of any of the following events or conditions ("Event of Default"):

- (i) any representation or covenant made by the Community is determined by MEDC, in its reasonable judgment, to be incorrect at the time that such representation or covenant was made in any material respect, including, but not limited to, the Reports and compliance with laws as required under this Agreement;
 - (ii) The Community's and/or its Local Program's failure to comply with any of the requirements of this Agreement;
 - (iii) use of the program training, technical assistance, and resources provided pursuant to this Agreement for purposes other than as set forth in this Agreement.
- B. Notwithstanding the foregoing, the Community acknowledges that MEDC's performance of its obligations under this Agreement is dependent upon the continued approval of funding and/or the continued receipt of state funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, or the federal government (a) takes any legislative or administrative action which fails to provide, terminates or reduces the funding or programmatic support necessary for this Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding or programmatic support for this Agreement, but which affects MEDC's ability to fund and administer the MEDC MMS Program, then MEDC may cancel this Agreement by providing notice to the Community and its Local Program of cancellation. Cancellation may be made effective immediately, upon delivery of notice to the Community, or with such other time period as MEDC, in its sole discretion, deems reasonable.
- C. In addition to the above, either party may terminate its obligations under this Agreement, without cause, by giving the other party a 30-calendar day written notice of such termination.
- D. In the event that this Agreement is terminated, neither MEDC nor the Community shall have any further obligation to perform under this Agreement. The Community shall, unless otherwise directed by MEDC in writing, immediately take all reasonable steps to terminate operations under this Agreement. Further, in the event that this Agreement is terminated, the Community will no longer be an MMS Community and all rights associated with the Community's participation in the MEDC MMS Program will be revoked, including the right to use the MEDC MMS Program name and logo.
- E. In the event of termination or cancellation of this Agreement by the Community, the Community shall be obligated to reimburse the MEDC for the cost of all third party services provided by the MEDC to the Local

Program pursuant to the terms of this Agreement. Such cost shall be determined solely by the MEDC. The Local Program and the Community shall be jointly and severally liable for the payment of such reimbursement. Such reimbursement shall be made within thirty (30) days after delivery of an invoice therefor by the MEDC.

17. **RESERVATIONS.** The MEDC reserves the right to modify services provided to the Community and/or its Local Program as necessary.
18. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The signatories below warrant that they are authorized to enter into this Agreement.
19. **Failure to sign and submit this agreement to MEDC on or before, April 13, 2024, will result in the termination of the Community's participation in the MEDC MMS Program.**

[signatures follow on next page]

Execution Copy

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

DOWNTOWN DEVELOPMENT AUTHORITY

BY: Catherine Beshch
Board Chair

3/27/2024
Date

MUNICIPALITY

BY: _____
City Manager

Date

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

BY: _____
Secretary

Date

National Trust for Historic Preservation / National Main Street Center

**Six Standards of Performance
for Accreditation**

1. Broad-based Community Commitment to Revitalization
2. Inclusive Leadership & Organizational Capacity
3. Diversified Funding and Sustainable Program Operations
4. Strategy-Driven Programming
5. Preservation-Based Economic Development
6. Demonstrated Impact & Measurable Result



ITEM H-1

To: City Commission
From: City Manager Mike Womack
Date: March 27, 2024
RE: City Attorney meeting attendance

STAFF RECOMMENDATION

This item was requested by Commissioner Petrie, staff recognizes valid concerns on both sides of the question and will thus leave this policy decision to the Commission.

CURRENT OR NEW INFORMATION

The City Attorney is an extremely talented and valuable member of the Lapeer team, however, his presence at every meeting of the City Commission meeting is an expensive proposition. Over the last year, the City Attorney's appropriation dropped from \$220,000 down to a projected \$135,000 this year, in part due to his non-attendance at two monthly meetings.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

Prior to my arrival in the City, the City Attorney regularly attended the City Commission's meetings but stopped after we hired the new firm of Fletcher Fealko. The change occurred partially because that was how the RFP was written, the willingness of Fletcher Fealko to work with the City on a non-retainer basis, using an hourly basis instead, and also just a "falling off" due to the changeover of both the City Manager and City Attorney positions.

AGENDA ITEM REVIEW

Meeting Date:	April 1, 2024	Date Reviewed:	March 28, 2024
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			



City Manager's Office
576 Liberty Park, Lapeer, MI 48446
Phone: 810-664-5231
Fax: 810-664-2610

March 26th, 2024

City Commission
576 Liberty St.
Lapeer, MI 48446

Mayor Marquardt and City Commission,

I have spoken with the City Attorney, and he has indicated that he can commit to attending the City Commission's two monthly meetings for \$1,800.00 per month, excepting occasional scheduling conflicts. The City Attorney also indicated that he would be open to discussing the possibility of attending meetings remotely, which would reduce the expected fee.

Mike Womack

City of Lapeer
City Manager
810-245-4202

mwomack@ci.lapeer.mi.us



ITEM J-1

To: Mayor and City Commission
Date: March 22, 2024
RE: Board & Commission Appointments

MAYORAL APPOINTMENT

BOARD OR COMMISSION	MEMBER NAME	CURRENT TERM EXPIRES	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
Cemetery Board	Vacancy	Apr 1, 2028	5 Year		Awaiting Recommendation
County Center Board	Vacancy	Jan 1, 2025	1 Year		Awaiting Recommendation
Lapeer – Housing Board of Appeals	James Mikus Brad Chayka	May 1, 2024	3 Year	May 1, 2027	Re-appointment Recommended
Local Officers Compensation Commission	Vacancy Vacancy	Oct 1, 2026 Oct 1, 2027	5 Year 5 Year		Awaiting Recommendation

COMMISSION APPOINTMENTS

BOARD OR COMMISSION	MEMBER NAME	EXPIRATION	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
Income Tax Board of Review	Vacancy	Dec 1, 2024	3 Year		Awaiting Recommendation
Prison Liaison Committee	Vacancy	Apr 1, 2025	3 Year		Awaiting Recommendation

AGENDA ITEM REVIEW

Meeting Date: April 1, 2024 Date Reviewed: March 25, 2024
Consent: Reviewed By: R. Sanchez, City Clerk
Administrative: X
Public Hearing:

FW: Lapeer Housing Board of Appeals

Denise Soldenski <dsoldenski@ci.lapeer.mi.us>

Thu 3/21/2024 5:12 PM

To: Romona Sanchez <rsanchez@ci.lapeer.mi.us>

Hello Romona,

I confirmed with Mr. Mikus today at our Housing meeting that he would like to renew his participation on the Housing Board of Appeals. Please let me know if you need anything else. Thanks!

From: Denise Soldenski

Sent: Wednesday, March 13, 2024 1:45 PM

To: Jim Mikus (jmikus2001@yahoo.com) <jmikus2001@yahoo.com>; bradchayka@gmail.com

Subject: FW: Lapeer Housing Board of Appeals

Hello Mr. Mikus & Brad,

Both of your terms for the Housing Board of Appeals expire on May 1, 2024. Brad, I'm sure your's only expires because you took on Jennell Racosta's seat on the board.

This board only meets in the event that we have a citizen appeal an administrative decision by the Building Dept. I've only know it to meet in 1 case since 2004 – so not very active 😊.

Are both of you interested in continuing?

Thanks so very much!!

From: Romona Sanchez <rsanchez@ci.lapeer.mi.us>

Sent: Wednesday, March 13, 2024 11:42 AM

To: Denise Soldenski <dsoldenski@ci.lapeer.mi.us>

Subject: Lapeer Housing Board of Appeals

Hi Denise,

Jim Mikus and Brad Chayka's terms for the Housing Board of Appeals will expire on May 1, 2024. Can you reach out and see if both want to renew. Please and Thanks you.

Romona



Romona Sanchez
City Clerk

576 Liberty Park, Lapeer, MI 48446

810 – 245 – 4218

<https://www.ci.lapeer.mi.us/>

FW: FW: Lapeer Housing Board of AppealsDenise Soldenski <dsoldenski@ci.lapeer.mi.us>

Thu 3/14/2024 8:25 AM

To: Romona Sanchez <rsanchez@ci.lapeer.mi.us>

Brad Chayka has responded yes to another term with the Housing Board of Appeals. I'll let you know as soon as I hear back from Mr. Mikus. Thanks!!

From: Denise Soldenski <dsoldenski@ci.lapeer.mi.us>**Sent:** Wednesday, March 13, 2024 7:17 PM**To:** Brad Chayka <bradchayka@gmail.com>**Cc:** Jim Mikus (jmikus2001@yahoo.com) <jmikus2001@yahoo.com>**Subject:** Re: FW: Lapeer Housing Board of Appeals

Wonderful! Thank you so much!

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Brad Chayka <bradchayka@gmail.com>**Sent:** Wednesday, March 13, 2024 6:32:29 PM**To:** Denise Soldenski <dsoldenski@ci.lapeer.mi.us>**Cc:** Jim Mikus (jmikus2001@yahoo.com) <jmikus2001@yahoo.com>**Subject:** Re: FW: Lapeer Housing Board of Appeals

Yes, I would be happy to!

On Wed, Mar 13, 2024, 1:45 PM Denise Soldenski <dsoldenski@ci.lapeer.mi.us> wrote:

Hello Mr. Mikus & Brad,

Both of your terms for the Housing Board of Appeals expire on May 1, 2024. Brad, I'm sure your's only expires because you took on Jennell Racosta's seat on the board.

This board only meets in the event that we have a citizen appeal an administrative decision by the Building Dept. I've only know it to meet in 1 case since 2004 – so not very active 😊.

Are both of you interested in continuing?

Thanks so very much!!

From: Romona Sanchez <rsanchez@ci.lapeer.mi.us>**Sent:** Wednesday, March 13, 2024 11:42 AM



Downtown Development Authority

March 20, 2024

Happy Spring everyone. March has been a busy month for Lapeer Main Street and we have been able to showcase our community proudly this month. First in Lansing during conversations with State Legislators, then at the MDA's Spring Workshop, then in front of Michigan Main Street and Main Street Communities from across the State, and finally in Cadillac Michigan talking about the positive strides we've been able to make in Lapeer because of our participation in Michigan Main Street. It has been a busy month, but I'm proud of the work that we've been able to accomplish and that we are being recognized across the state for our efforts.

Lapeer Main Street DDA.

- *Michigan Main Street Program/Michigan Downtown Association*
 - Michigan Main Street
 1. Lapeer Hosted the Michigan Main Street Spring Workshop on March 11th and 12th. March 11th was for Main Street Directors only and we utilized the Main Gallery of Gallery 194. It was an opportunity to learn about new programs in the works through Main Street and also to have some round-robin conversations with other directors. We concluded the day with a tour of the downtown, showcasing the transformations that have taken place over the last 7 years and highlighting successes within the downtown. We concluded Monday with dinner at Woodchips, who was a great host, providing a great experience for everyone. Cream and Dagwoods provided coffee and snacks for the workshop.
 2. Tuesday we utilized Stones Throw Theater and Beyer's Furniture for the workshop. We hosted 20 Main Street Communities, plus board members and volunteers. In total having 34 participants in the workshop. The workshop focused on planning and zoning with presentations by the Michigan Association of Planners and from the firm Giffels Webster. Participants got to explore the downtown during lunch, with Vinyl Bar and Grill providing a great spread of afternoon snacks for the attendees, going above and beyond. The Doghouse Coffee provided coffee and snacks for the Tuesday workshop.
 3. New Programs coming from Michigan Main Street Include:
 1. Geofencing service through Placer AI. This will give us a high level of data for the event of our choosing. We will also be able to do a comparison between downtown visits on an event day vs a non-event day.
 2. Storytelling service – The MEDC will be doing a series of stories highlighting Michigan Main Street communities across the state. Phil Eich will put the stories and blogs together for this service. Lapeer will be featured as a Case Study for both Michigan Main Street and RRC.
 4. I was invited to join the Michigan Main Street team in Cadillac on March 13th. Cadillac is looking at the Main Street program for their downtown and I was able to talk about the success and challenges we've had in the program. It was a great opportunity to highlight our downtown to another community. Cadillac will be hosting the CEC Conference this year in May, with Lapeer hoping to host the conference in 2025.
 5. Upcoming Michigan Main Street Dates to be aware of:
 1. May 5 – May 8 – National Conference in Birmingham Alabama
 2. September 23 – 24 – MMS Fall Workshop – Cheboygan

- Michigan Downtown Association
 1. The MDA held its annual Lansing Day on March 6 in Lansing. This year I was able to meet with 6 different legislators or their aids, including Speaker Pro Tempore, Rep. Pohutski, Sen. Kevin Daley,
 2. March 7, the MDA's annual spring workshop took place in East Lansing. I was part of a panel discussion on Placemaking in our downtowns and had the opportunity to talk about the approach we've taken to murals thus far in Lapeer. It was very well received with many communities looking to duplicate the approach. Our approach of using the lightweight panels also got high praise from board members of the State Historic Preservation Office because they a great solution for having murals on brick buildings that you would normally want to avoid painting, and they can be removed for any restoration work.
 3. We have been asked to host the MDA's regional networking event on September 26. This is the Thursday before Michigan Downtown Day. It would have no cost to us (unless we want to sponsor a part of it).
- Upcoming Dates to be aware of MDA:
 1. May 31 – MDA Summer Workshop

Business Development - Economic Vitality

- Business Recruitment/Retention and Support
 - The Business Development Committee met on March 20, sticking to its 3rd Wednesday of the month schedule.
 - The committee briefly reviewed the asset mapping document prepared by Main Street America so that we can move forward with a final draft of the document. Overall the document prepared will be very useful and will be a tool that we can use to promote opportunities, tourism, and resources available not just in the downtown but throughout the City. The committee also set a day and time (April 9th at 8:00am) to review Match on Main applications for the next round of grants.
 - We held our second business owner meet-up event “Rise and Shine” with Lapeer Main Street. We've started partnering with Chamber of Commerce for the event. We had 26 participants at this month's event. The focus was challenges and successes that business and property owners are having. For our second event, this was well attended and I believe it will continue to grow. The conversation did re-enforce the need to hold a property owner meeting which is something that the DDA Business Development Committee has talked about. Our April meeting will be attended by a representative from the SBDC talking about some unique opportunities available for small businesses as well as some of the free resources that they offer.
 - Current Empty storefronts and available properties include:.
 1. 380 N. Saginaw (next to C&D collision)
 2. 368 Jefferson St. – Forever Friends Network/Perkins Flowers
 3. 18 E. Nepessing St. – City Owned property – Empty, not currently for sale
 4. 350 N. Court Street – 2nd/3rd Floor office space available
 5. 44 W. Park Street – Calvelli's For Sale (Including Liquor License) –
 6. 606 N. Saginaw Street – multiple units
 7. 477 W. Nepessing St – Lease Pending for a Chiropractic space.
 8. 10 E. Nepessing St. – Previously Flannagan's
 9. 114 Park Street – Located next to the Chamber and Holiday Depot
 10. 324 W. Nepessing Street
 - New Business Opening:
 1. 450 W. Nepessing Street – Kin Thai
 2. 240 W. Nepessing Street. – KC Insurance
 3. 328 W. Nepessing St – Cherry's Market – Soft Opening in Late Winter/Early Spring
 4. 477 W. Nepessing St – Chiropractic Office

- Business engagement:
 1. There continues to be a lot of interest in the downtown area. I've been speaking with a potential entrepreneur who is looking to open a retail shop, consignment-based, that specializes in children's clothes.
 2. I hosted a site visit within a gentleman interested in opening an Italian Restaurant. We looked at three possible locations and will be doing follow-up site visits for each one. An Italian restaurant is high on the list of types of places that the public would like to see in the community and I've shared our market data with him.

Placemaking - Design:

- The placemaking committee met on March 19 and discussed next steps in implementing our Vibrancy Grant that we've received. The committee also spent time talking about projection and hanging signs and what we would like to see within the downtown.

Outreach – Organization & Promo and Marketing:

- The Outreach committee did not meet in March, but will meet again in April on the 9th at 5pm in the DDA office.
- The committee reviewed and updated sponsorship opportunities for Lapeer Main Street. The updated "draft" is attached to your packet.
- I've been working on content for the annual DDA Section of the County Press Progress edition. This year's DDA section will feature a time line of the progress that the downtown has seen over the last 8 years. I'm also contributing a column on how Lapeer is now seen as an example that other communities are looking at for revitalizing their downtowns.
- DDA Online (social media, Website)
 - Social Media:
 - Facebook
 - Followers = 6930 followers on Facebook
 - Reach = 29,088 in the last 28 Days
 - 55 New Page Likes in the last 28 days
 - 93 New Followers in the last 28 days
 - Demographics = 80% Women 20% Men
 - Our most engaging post of the month was the Historic Post about the Opera House, sharing some of its History. That post reached 21,286 people and was shared 117 times. There is a strong desire from the community to learn more about the History of our downtown and the area.
 - Instagram
 - Followers = 1091
 - Reach = 343 in the last 28 days

Special Events:

- Work Plans are started and attached for the following events:
 1. Monday Night Car Cruise – May 6 - September 10
 2. Ladies Night Out – Spring – May 17
 3. Summer Concert Series – Thursdays June 6 – Aug 8
 4. Porch Fest – July 20
 5. Michigan Downtown Day – September 28
 6. Haunted Lapeer Ghost Tours – Oct. 4 & 5
 7. Treat Walk – October 26
 8. Ladies Night Out – Fall – November 15
 9. WinterFest – December 6 & 7

Partnerships:

- I'm exploring costs for the creation of bronze sculptures for a partnership project between the Library, the DDA, and the City, that would add bronze sculptures throughout the downtown that are based on characters from popular children's books at the library. The sculptures would be small and create a simple scavenger hunt that would add art, connect the library to the downtown and enhance the overall art and cultural experience in the downtown.
- I'm also exploring options for adding audio/speaker systems to the downtown utilizing the street lights that we have along Nepessing Street. This would likely be a joint effort between the City Parks and the DDA and is in alignment with our goals in our Transformation Strategy.
- The City has added decorated LED Lights to the planters that will enhance the cupolas. Once the weather improves the cupolas will be reinstalled.
- We are now partnering with the Chamber of Commerce on our Rise and Shine Lapeer business owner meet-up at The Doghouse. This will allow us to build our audience and expand our offerings.

Sponsorships:

- We've received new sponsorships from:
 - Essential Necessities and The Rock Shop – Gold Level
 - Avery's Automotive – Gold Level

Administrative:

- *Staff:* We will be starting painting of the new office space over the next couple of weeks. Thanks to Buddy Beyer for reaching out and talking with Sherwin Willians, we were able to have the paint donated for the office space. Keep your eyes open for more info on opportunities to come help paint the DDA office 😊

James Alt
Lapeer DDA Executive Director,
810-728-6598
james@lapeerdda.com

CITY OF LAPEER, 576 LIBERTY PARK, LAPEER, LAPEER COUNTY, MICHIGAN 48446
2024 MEETING DATES

N-1

In accordance with the Open Meetings Act, MCL 15.261 et. Seq., notice is hereby given that every meeting of the City Council, Boards, Authorities and Commissions of the City of Lapeer shall be open to the public. Notice is further given that the following City Council, Boards, Authorities and Commissions are regular meeting dates for 2024. A public notice of each special or rescheduled meeting will be posted at least 18 hours prior to the time of the meeting.

Board/Commission	Location	Time	January	February	March	April	May	June	July	August	September	October	November	December
City Commission	Commission Chambers	6:30 P.M.	2, 16	5, 20	4, 18	1, 15	6, 20	3, 17	1, 15	5, 19	3, 16	7, 21	4, 18	2, 16
1 st & 3 rd Monday	of each Month													
Cemetery Board	Mt. Hope Cemetery	2:00 P.M.	--	--	--	--	--	--	--	--	--	17	--	--
3 rd Thursday of Oct	Building													
Downtown Development Authority	2 nd Floor Conference Room	8:00 A.M.	24	28	27	24	22	26	24	28	25	23	27	25
4 th Wednesday	of each Month													
Economic Development Corp (EDC) & Tax Increment Finance Auth (TIFA)	2 nd Floor Conference Room	8:00 A.M.	10	14	13	10	8	12	10	14	11	9	13	11
2 nd Wednesday	As needed													
Housing Commission	2 nd Floor	4:00 P.M.	18	15	21	18	16	20	18	15	19	17	21	19
3 rd Thursday	Conference Room													
of each Month														
Local Development Finance Authority (LDFA)	2 nd Floor Conference Room	8:00 A.M			5			4			3			3
1 st Tuesday March/June/Sept/	Dec as Needed													
Park Board			--	--	--	--	--	--	--	--	--	--	6	--
Planning Commission	Commission Chambers	6:30 P.M.	11	8	14	11	9	13	11	8	12	10	14	12
2 nd Thursday	of each Month													
Zoning Board of Appeals	Commission Chambers	6:30 P.M.	22	26	25	22	27	24	22	26	23	28	25	23
4 th Monday	of each Month													

Address of the above locations are as follows:

Commission Chambers: City Hall, 576 Liberty Park
Mt. Hope Cemetery: 1230 Park Street

Romona Sanchez, CMC
City Clerk

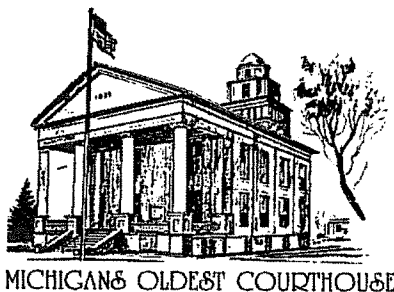
City of Lapeer
576 Liberty Park, Lapeer
Lapeer County, Michigan 48446 (810) 664-5231



MAT. TRANS.

To: City Commission
Date: March 27, 2024
RE: Material Transmittals

1. LCBOC – March 28, 2024, Agenda



**THERESA M. SPENCER
LAPEER COUNTY CLERK**

County Complex Building
255 Clay Street
Lapeer, Michigan 48446

Phone 810 area code
667-0356
Circuit Court Division
667-0358
Fax 667-0362

A-G-E-N-D-A

**LAPEER COUNTY BOARD OF COMMISSIONERS
REGULAR BOARD MEETING
March 28, 2024
9:00 A.M.**

Tom Kohlman	District #1
Gary Howell	District #2
Kevin Knisely	District #3
Brad Haggadone	District #4
Truman Mast	District #5
William Hamilton	District #6
Bryan Zender	District #7

CALL TO ORDER BY CHAIRMAN/VICE-CHAIR

- ◆ Roll Call
- ◆ Opening Prayer
- ◆ Pledge of Allegiance

CONSIDERATION FOR APPROVAL:

- ◆ Agenda
- ◆ February 22, 2024 Regular Board Meeting

FOR REVIEW IN FOLDER:

**COMMISSIONER MILEAGE/EXPENSE SHEETS (included in agenda, if any)
TRAINING REGISTRATION/OVERNIGHT TRAVEL REQUEST
GRANT APPLICATIONS & BUDGET AMENDMENTS**

ELECTED OFFICIAL/DEPARTMENT HEAD UPDATES

PUBLIC TIME - Citizens Comments, etc.

CONTINUED -

NEW/OLD BUSINESS:

DRAFT MOTIONS

- | | | |
|--------------------------------------|---------------------|------------|
| ♦ Committee of the Whole | (March 14, 2024) | (Attached) |
| ♦ Properties Committee | (February 22, 2024) | (Attached) |
| ♦ Properties Committee | (March 14, 2024) | (Attached) |
| ♦ Personnel Committee | (February 22, 2024) | (Attached) |
| ♦ Personnel Committee | (March 14, 2024) | (Attached) |
| ♦ Policies and Procedures Committee | (February 22, 2024) | (Attached) |
| ♦ Policies and Procedures Committee | (March 20, 2024) | (Attached) |
| ♦ American Rescue Plan Act Committee | March 14, 2024) | (Attached) |
1. **MSU EXTENSION** – Karly Creguer, District Coordinator, MSU Extension
2023 Annual Report
 2. **RESOLUTION** – Telecommunicators Week
 3. **RESOLUTION** – Crime Victims’ rights Week
 4. **AUDIT MOTIONS**- Enter into the Record
County’s Audit Motions for March 8th and 22nd, 2024 and the Road Commissions Audit Motion for
disbursements dated March 7th and 21st, 2024
 5. **JURY BOARD** – Recommendation Letter for appointment of Emily Chouinard
 6. **NOTICE OF EXPIRED TERMS**
 - A. Agricultural Preservation Board
2 positions, which expired December 31, 2023
 - B. Brownfield Redevelopment Authority
7 positions, which expired December 31, 2023
 - C. Economic Development Corporation Board of Directors
2 positions, which expired December 31, 2023
 - D. Senior Programs Advisory Board
Commissioner District #7, which expired December 31, 2022
 - E. Valley Area Agency on Aging (VAAA)- Executive Board
1 position, which expired December 31, 2023
 - F. Thumb Regional Community Corrections Advisory Board
1 unexpired term, which expired March 1, 2023
1 unexpired term, which ends April 30, 2025

(Additional items)

1.

2.

AD HOC COMMITTEE UPDATES- If needed

PUBLIC TIME - Citizens Comments, etc.

COMMISSIONER REPORTS

ADMINISTRATOR/CHIEF FINANCIAL OFFICER UPDATES

CLOSED SESSION – If needed

RECESS/ADJOURN

****Public Recording Notice:** Please be advised that the meetings of the Lapeer County Board of Commissioners are streamed live and recorded on social media for public viewing and transparency. We respectfully request that anyone addressing the Board of Commissioners during "Public Time" be proactive and make every effort in keeping their words and language appropriate for ALL users, including children for educational purposes.**

Agenda and attachments: 43 pages total.

LAPEER COUNTY BOARD OF COMMISSIONERS
February 22, 2024
9:00 A.M.

Chairman Kohlman called the meeting to order at 9:00 a.m. in the Commission Chambers on the lower level of the County Complex Building. Commissioner Mast opened the meeting with prayer. The Pledge of Allegiance was recited.

Present:	Tom Kohlman	District #1
	Gary Howell	District #2
	Kevin Knisely	District #3
	Brad Haggadone	District #4
	Truman Mast	District #5
	William Hamilton	District #6
	Bryan Zender	District #7

AGENDA

The agenda and draft minutes from the January 25, 2024 Regular Board Meeting were reviewed.

60-2024

Motion by Haggadone, supported by Zender, to accept the agenda with the deletion of a closed session. Motion carried.

61-2024

Motion by Hamilton, supported by Haggadone, to approve the January 25, 2024 Regular Board Meeting, as presented. Motion carried.

ELECTED OFFICIAL/DEPARTMENT HEAD UPDATES

Jeff Satkowski, Director of Central Dispatch gave a brief update regarding the recent outage and openings on Boards he is interested in.

PUBLIC TIME – five people spoke during public time.

62-2024

Motion by Howell, supported by Haggadone, pursuant to motion 47-2024 of the January 25, 2024 Regular Board Meeting, giving the Committee of the Whole the authority to act, to enter into the official record the following action taken at the February 8, 2024 meeting of the Committee of the Whole:

“Motion by Howell, supported by Haggadone, to adopt the following “Authorizing Resolution” related to the application of the Michigan State Housing Development Authority (MSHDA)’s Community Development Block Grant (CDBG) Housing Improving Local Livability (CHILL) Program to benefit low and moderate-income residents; and further, to designate the County Administrator/Controller as the Environmental Review Certifying Officer for said grant:

**COUNTY OF LAPEER
AUTHORIZING RESOLUTION – 2024-R02**

WHEREAS, the Michigan State Housing Development Authority (MSDHA) has invited Units of General Local Government to apply for its Community Development Block Grant (CDBG) Housing Improving Local Livability (CHILL) Program; and

WHEREAS, the Lapeer County desires to request \$590,000 in CDBG funds to implement administrative activities and a Homeowner Improvement Project in partnership with the Human Development Commission (HDC) of Lapeer County; and

WHEREAS, the proposed project is consistent with the needs of the local community as described in the Application; and

WHEREAS, the proposed project will benefit residents of the county with at least 51 percent of those assisted being low- and moderate-income persons as determined by census data provided by the U.S. Department of Housing and Urban Development; and

WHEREAS, local funds and any other funds to be invested in the project have not been obligated/incurred and will not be obligated/incurred prior to a formal grant award, completion of the environmental review procedures and a formal written authorization to obligate/incur costs from the Michigan State Housing Development Authority.

NOW, THEREFORE, BE IT RESOLVED that Lapeer County hereby designates the County Administrator/Controller as the Environmental Review Certifying Officer, the person authorized to certify the CDBG Application, the person authorized to sign the Grant Agreement and payment requests, and the person authorized to execute any additional documents required to carry out and complete the grant.

Roll Call vote: Howell, aye; Hamilton, nay; Knisely, aye; Mast, nay; Zender, aye; Haggadone, aye; Kohlman, nay. 4 ayes, 3 nays. Motion carried."

Roll Call vote: Howell, aye; Knisley, aye; Zender, aye; Mast, nay; Haggadone, aye; Hamilton, nay; Kohlman, nay. 4 ayes, 3 nays. Motion carried.

63-2024

Motion by Haggadone, supported by Knisely, to accept the 2024 Michigan Association for Local Public Health (MALPH) Lapeer Health Department Staff Wellbeing mini-grant, in the amount of \$4,000.00, at no additional cost to the County General Fund, and to authorize the Health Department Director to electronically sign the agreement and that a copy be forwarded to the County Clerk to be entered into the Official Record as an exhibit. Motion carried.

64-2024

Motion by Haggadone, supported by Knisely, to accept the 2024 Michigan Department of Health and Human Services (MDHHS) Oral Health Kindergarten Assessment Program Grant, in the amount of \$56,909.00, at no additional cost to the County General Fund, and to authorize the Health Department Director to electronically sign the agreement and that a copy be forwarded to the County Clerk to be entered into the official record as an exhibit. Motion carried.

65-2024

Motion by Haggadone, supported by Knisely, to approve and sign all township and village contracts for the Lapeer County Sheriff's Office. Motion carried.

66-2024

Motion by Haggadone, supported by Knisely, to approve the Lapeer County Sheriff's Office submission of the Corrections Officer's training grant for the 1st calendar, and no additional cost to the county. Motion carried.

67-2024

Motion by Haggadone, supported by Knisely, to approve the purchase of 4 tasers for the Corrections Division. To be paid from the contingency 207-100-700.100. Motion carried.

68-2024

Motion by Haggadone, supported by Knisely, to approve the purchase of ten (10) Zoll AED Plus, ten (10) Zoll PediPadz, ten (10) sets of lithium ion batteries, and twenty (20) CPR Stat-Padz Electrodes to be purchased and reimbursed by the Fiscal Year 2022 Homeland Security Grant Program Funds from ElectraMed, at a cost of \$17,545.50 from line item 258-424-977.000, and subsequently reimbursed by the identified Fiscal Year 2022 Homeland Security Grant Program (HSGP). Motion carried.

69-2024

Motion by Haggadone, supported by Knisely, to authorize the renewal of the Equature contract on a 5-year prepaid with a 5% savings, at a cost of \$98,517.23, to be paid using the 9-1-1 millage account #482-325-977.000 at no additional cost to the County General Fund. Motion carried.

70-2024

Motion by Hamilton, supported by Zender, to authorize the renewal of the Motorola support for dispatch consoles, at a cost of \$40,038.00. To be paid using the 9-1-1 account #261-325-813.000, at no cost to the County General Fund. Motion carried.

71-2024

Motion by Hamilton, supported by Zender, to authorize the 2-year renewal of the Motorola support for Emergency Callworks at a cost of \$49,660.38. To be paid using the 9-1-1 millage account #482-325-977.000 at no cost the county general fund. Motion carried.

72-2024

Motion by Hamilton, supported by Zender, to authorize the payment of the ProComm annual invoice for local radio support at a cost of \$55,080.00. To be paid using the 9-1-1 account #261-325-813.000 at no cost to the county general fund. Motion carried.

73-2024

Motion by Hamilton, supported by Zender, to enter into a three (3) year contract with MGT of America Consulting, LLC for the Friend of the Court and Prosecuting Attorney Title IV-D Cooperative Reimbursement Program, as submitted, and further, to authorize the Chair/Vice-Chair to sign said contract. Motion carried.

74-2024

Motion by Hamilton, supported by Zender, to authorize Probate Court to purchase Training from University of Cincinnati Corrections Institute in the amount of \$6,750.00 for Youth Level Assessment Tool. Motion carried.

75-2024

Motion by Hamilton, supported by Zender, to accept the State of Michigan 2024 County Veteran Service Fund Grant awarded up to \$93,689.85, and further, to authorize the Chair/Vice-Chair to sign said Grant. Motion carried.

76-2024

Motion by Hamilton, supported by Zender, to authorize payment to Shifman Fournier, PLC in the amount of \$1,035.00, for labor related legal services rendered through January 31, 2024, to be paid from line item 101-239-801.020. Motion carried.

77-2024

Motion by Knisely, supported by Mast, to authorize Administration to purchase a renewal subscription from SHI for the Budget Book Software, in the amount of \$20,556.00, to be paid from line item 101-228-813.030. Motion carried.

Valley Area Agency on Aging (VAAA) Executive Board78-2024

Motion by Howell, supported by Knisely, to re-appoint Willa Talley to serve on the Valley Area Agency on Aging (VAAA) Executive Board for a two-year term ending December 31, 2025. Motion carried.

79-2024

Motion by Zender, supported by Haggadone, pursuant to the recommendation of the Properties Committee, to authorize the County to sell passenger van to Central State Group Home at a price of \$14,243.00. Motion carried.

80-2024

Motion by Zender, supported by Haggadone, pursuant to the recommendation of the Properties Committee, to authorize the reassignment of the current vehicle from MSUE to Building and Grounds general fleet. Motion carried.

81-2024

Motion by Zender, supported by Haggadone, pursuant to the recommendation of the Properties Committee, to accept the grant Memorandum of Understanding and Agreement between the County of Lapeer and the Michigan Department of Natural Resources in the amount of \$15,000.00 for funding of regular maintenance along the Polly Ann Trail; and further to authorize the Chairman to sign said grant agreement. Motion carried.

82-2024

Motion by Howell, supported by Mast, to authorize Community Mental Health CEO to negotiate the rate of pay for the internal candidate for the Chief Clinical Officer position up to Step 3 of Pay Grade 25, at no additional cost to the County's General Fund. Motion carried.

83-2024

Motion by Haggadone, supported by Mast, to amend the Table of Organization in conjunction with Phase 1 which was previously authorized by motion #283-2023, and to authorize Community Mental Health to add the following Phase 2 remainder new positions to fulfill the requirements of the State Demonstration participation as a Certified Community Behavioral Health Center and to meet increased demand for services especially for the mild to moderate clients of Lapeer County, to be paid from Community Mental Health funding and at no additional cost to the County's General Fund:

Phase Two (January 2024 – March 2024)

- (3) CMH Professional BA (#TBD, Case Management, PG 18)
- (1) CMH Professional BA (#TBD, Non-Union, Quality Dept, PG18)
- (1) Certified Peer Support Specialist Position (#TBD, PG 15)
- (2) Master Level Clinicians (#TBD, PG 21)
- (1) Parent Support Partner (#TBD, PG 15)
- (1) General Clerk (#TBD, PG 13)

Motion carried.

84-2024

Motion by Haggadone, supported by Mast, to authorize the Prosecuting Attorney to negotiate the rate of pay for the Secretary II position (#105) up to a Step 1 of Pay Grade 15 based on the candidate's experience, qualifications and LEIN certification, as agreed upon through the Letter of Understanding with the Teamsters Local 214 union, effective February 5, 2023, at no additional cost to the County's General Fund. Motion carried.

85-2024

Motion by Mast, supported by Zender, pursuant to the recommendation of the Personnel Committee, to amend the Table of Organization for the Building & Grounds/Parks Department to create and add one new part-time seasonal General Clerk/Office Aide position (#TBD, PG 13 entry flat rate \$16.22) for the period of May through September, to be paid from within their budget (Fund 101-265); and further, to approve the related job description for said position, as attached. Motion carried.

86-2024

Motion by Hamilton, supported by Zender, pursuant to the recommendation of the Personnel Committee, to amend the Table of Organization for the Probate/Family Court office to create and add one full-time Juvenile Register/Court Clerk I position (#TDB, Pay Grade 14), as previously discussed and budgeted through the Budget Hearing process, to be paid within the Court budget; and further, to approve the related job description for said position. Motion carried.

87-2024

Motion by Howell, supported by Hamilton, pursuant to the recommendation of the Policies and Procedures Committee, to adopt the revised FY 2024 Rules of Procedures for the Lapeer County Board of Commissioners, as attached, with language clarifications related to the appointment process when filling vacancies on the various boards and committees appointed by the Board of Commissioners, and other minor language clarifications. Motion carried.

88-2024

Motion by Howell, supported by Mast, that the \$300.00 per week stipend for on-call Prosecutor Pay to stay in place. Motion carried.

89-2024

Motion by Haggadone, supported by Hamilton, to enter into the record the County's Audit Motions for February 9th and 23rd, 2024 and also the Road Commissions Audit Motion for disbursements dated February 8th and 22nd, 2024. Roll Call vote: Haggadone, aye; Hamilton, aye; Howell, aye; Knisley, aye; Mast, aye; Zender, aye; Kohlman, aye. 7 ayes. Motion carried unanimously.

No action was taken regarding the following appointments: Agricultural Preservation Board; Brownfield Redevelopment Authority; Economic Development Corporation Board of Directors; Senior Programs Advisory Board; Valley Area Agency on Aging (VAAA) Executive Board; Thumb Regional Community Corrections Advisory Board; Jury Board

AD HOC COMMITTEE UPDATES

No updates given.

PUBLIC TIME – four people spoke during public time.

COMMISSIONER REPORTS

At this time, the Commissioners had an opportunity to give brief reports on meetings and conferences that they have recently attended, as well as upcoming meetings and events, along with statements regarding public time comments.

ADMINISTRATOR/CHIEF FINANCIAL OFFICER UPDATES

Moses Sanzo, County Controller/Administrator stated that he will check on the names for the Brownfield Redevelopment Authority and Economic Development Corporation Board of Directors. He also gave an update regarding the Department Head meeting. Jackie Arnold, Chief Financial Officer gave an update regarding the new firm for the audit.

90-2024

Motion by Zender, supported by Haggadone, to adjourn the meeting. 11:12 a.m.

Tom Kohlman, Chairman
Board of Commissioners

Theresa M. Spencer, County Clerk
Clerk of the Board

**DRAFT MOTIONS FROM THE
March 14, 2024
Committee of the Whole Meeting**

1. Motion by Howell, supported by Hamilton, to recommend to the Full Board, to approve the 2024 Police Service Contract with Imlay Township; and further, to authorize the Board Chairman to sign said contract. Motion carried.
2. Motion by Knisely, supported by Haggadone, to recommend to the Full Board, to authorize the Lapeer County Sheriff's office to purchase 13 bullet proof vests with outer carriers and 5 spike stab vests, cost of \$15,665.00 from lines 207-301-743.010, 207-351-743.010 and the remainder from line 207-301-743.000. Motion carried.
3. Motion by Zender, supported by Hamilton, to recommend to the Full Board, to authorize the issuance of a credit card to the county 911 Director for use as described in the Lapeer County's adopted credit card policy. Motion carried.
4. Motion by Zender, supported by Haggadone, to recommend to the Full Board, to authorize Prosecuting Attorney, John Miller, to consummate the proposed interface contract with Karpel at the cost of \$18,000.00 and approve expenditure of \$4,400.00 to CLEMIS at a combined total cost not to exceed \$22,400.00 from budget line item 205-100-700-100 (contingencies) and further, to authorize the Chairman to sign said contract. Motion carried.
5. Motion by Haggadone, supported by Zender, to recommend to the Full Board, to authorize the Courts to approve the contract with Thompson Reuters West Proflex legal research for a 24-month period under the terms outlined in the agreement. Monthly cost of \$408.00 per moth for 12 months and \$428.40 per month for following 12 months; and further, to authorize the Chairman or Vice-Chairman to sign said agreement. Motion carried.
6. Motion by Hamilton, supported by Knisely, to recommend to the Full Board, to approve the renewal of the maintenance Agreement for the Live Scan Fingerprint machine located in the Lapeer County Court Complex, Room #83, for the period of March 1st, 2024 through February 28th, 2025 at a cost of \$3,530.00; and further, to authorize the Chair/Vice-Chair to sign said contract. Motion carried.

Draft Motions from the Committee of the Whole Continued

7. Motion by Zender, supported by Knisely, to recommend to the Full Board, to authorize the Chair/Vice-Chair to sign the Software License and Maintenance Agreement with DEKETO, LLC, which was approved on December 1, 2022 in motion #404-22. Motion carried.
8. Motion by Zender, supported by Haggadone, to recommend to the Full Board, to authorize the purchase of encryption software for county owned laptops through MiDEAL vendor CDWG in an amount not to exceed \$3,045.00, to be reimbursed by the Homeland Security Grant Program (HSGP)(CFDA #97.067), at no additional cost to the county and to authorize the Chairman to sign any associated documents with the purchase. Motion carried.
9. Motion by Haggadone, supported by Knisely, to recommend to the Full Board, to authorize payment to Shifman Fournier, in the amount of \$705.00, for labor related legal services rendered through February 29, 2024, to be paid from line item 101-239-801.020. Roll Call vote: Haggadone, aye; Hamilton, aye; Howell, aye; Knisely, aye; Zender, aye; Mast, aye; Kohlman, absent. 6 ayes, 1 absent. Motion carried.
10. Motion by Zender, supported by Knisely, to recommend to the Full Board, to authorize payment to The Kelly Firm, in the amount of \$8,890.00 for corporation counsel legal services rendered through January 31, 2024, to be paid from line item #101-239-801.020. Roll Call vote: Zender, aye; Knisely, aye; Howell, aye; Hamilton, aye; Haggadone, aye; Mast, aye; Kohlman, absent. 6 ayes, 1 absent. Motion carried.

DRAFT PROPOSED MOTIONS
FROM THE
February 22, 2024
PROPERTIES COMMITTEE MEETING

1. **Motion by Knisely, supported by Kohlman, to recommend to the Full Board, pursuant to the recommendation of the Properties Committee, to authorize the discontinuance of the NIXLE subscription and authorize the transition to Onsolve CodeRed, pending the cost approval between Sheriff's Department, Central Dispatch, and Administration to cover 1/3 each of the annual costs; and further to authorize the County Administrator/Controller to sign said agreements. Motion carried.**

DRAFT PROPOSED MOTIONS
FROM THE
March 14, 2024
PROPERTIES COMMITTEE MEETING

1. **Motion by Haggadone, supported by Howell, to recommend to the Full Board, pursuant to the recommendation of the Properties Committee, to proceed with landscaping by Kirtland Landscape, Inc., \$14,164.00 and Better Buy Flag \$2,169.77, to be paid from 911 millage account 482-325-977.000, for a cost not to exceed \$25,000. Motion carried.**
2. **Motion by Howell, supported by Haggadone, to recommend to the Full Board, pursuant to the recommendation of the Properties Committee, to recommend that the Committee of the Whole and Board of Commissioners consider resolutions regarding updates to the lake level orders and the Part 307 Process, as further investigation by the Drain Commission finds necessary. Motion carried.**
3. **Motion by Howell, supported by Bustle, to recommend to the Full Board, pursuant to the recommendation of the Properties Committee, to authorize the preparation of the RFP process for the new CMH building. Motion carried.**
4. **Motion by Howell, supported by Knisely, to recommend to the Full Board, pursuant to the recommendation of the Properties Committee, to approve the sale or either the 2008 Dodge Charger for \$1,500.00 or the sale of the 2017 Dodge Charger for \$5,000.00, to the Lapeer County Intermediate School District to be used at the Education Technology Center for the Public Safety Careers Program. Motion carried.**
5. **Motion by Howell, supported by Knisely, to accept the installation of a pavilion at the Saginaw Street Kayak Launch, to be paid for and installed by the Lapeer Rotary Club, at no additional cost to the County's General Fund. Motion carried.**

PROPOSED DRAFT PERSONNEL MOTIONS
FROM THE FEBRUARY 22, 2024
PERSONNEL COMMITTEE MEETING
FOR THE
MARCH 28, 2024 FULL BOARD

1. Motion by Howell, supported by Knisely, to recommend to the Full Board, pursuant to the recommendation of the Personnel Committee, to authorize the Sheriff's Department to hire and fill the vacant full-time Corrections Officer position (#766, PG S4) at the Step 2 pay rate due to the candidate's 4.5 years of Corrections experience and pursuant to the Letter of Understanding with the union regarding external lateral transfers, to be paid from the Sheriff's Department's budget, at no additional cost to the County's General Fund. Motion carried unanimously.

2. Motion by Knisely, supported by Howell, to recommend to the Full Board, pursuant to the recommendation of the Personnel Committee, to authorize 911 Central Dispatch to bypass the entry rate and authorize hiring of Communication Specialists (Dispatchers) vacancies at the 6-month step of Pay Grade 16 due to ongoing hiring difficulties, to be paid from within the 911 Budget and at no additional cost to the County's General Fund. Motion carried unanimously.

PROPOSED DRAFT PERSONNEL MOTIONS
FROM THE MARCH 14, 2024
PERSONNEL COMMITTEE MEETING

1. Motion by Howell, supported by Knisely, pursuant to the recommendation of the Personnel Committee, to authorize the Prosecuting Attorney to hire a temporary summer Legal Intern from the Prosecuting Attorney Association of Michigan from May 1st through December 31st at a cost not to exceed \$9,600, to be paid from the Prosecutor's budget, at no additional cost to the County's General Fund.

2. Motion by Howell, supported by Haggadone, pursuant to the recommendation of the Personnel Committee, to authorize the Health Department to amend their Table of Organization to reduce the full-time Public Health Coordinator/Nurse II position (#327, PG 21) to a regular part-time Public Health Coordinator/Nurse II position, at no additional cost to the County General Fund; and further, to authorize said position to be filled upon the anticipated retirement of the current employee on April 5, 2024.

3. Motion by Haggadone, supported by Howell, pursuant to the recommendation of the Personnel Committee, to authorize the Health Department to amend their Table of Organization to eliminate the senior program's full-time Account Clerk position (#361, Pay Grade 15), and add/create and fill one full-time Senior Program Coordinator position (#TBD, Pay Grade 17) to better meet program needs, at no additional cost to the County's General Fund; and further, to approve the new job description for said position. *(INCLUDE ATTACHMENT)*

LAPEER COUNTY
HEALTH DEPARTMENT
SENIOR PROGRAMS COORDINATOR

General Summary

Under the supervision of the Senior Program Director, the Senior Programs Coordinator is assigned both program management and direct service activities for senior programs. Responsible for using guidelines, standards, rules, and regulations as a basis for developing and implementing program goals, policies and procedures, and quality assurance criteria. Performs functions of an account clerk as needed by senior programs, including such duties as reviewing documentation of services provided to clients to prepare and submit reports necessary for billing for services provided. May post payments to appropriate records for cash receipts and event entry.

Essential Functions

1. Assists Senior Program Director to plan, implement, and evaluate the effectiveness of staff in assigned area, and staff development needs.
2. Uses staff input, program requirements, rules and regulations to assist the Senior Program Director with the development of policies, procedures, and other program criteria. Oversees the implementation of each in assigned program areas.
3. Ensures that clinical documentation regarding clients is kept secure and confidential and maintained consistent with Health Department policies and procedures.
4. Processes personnel information from schedule/time sheets or other source documentation and ensures the accuracy of hours worked. Produces related financial reports, proofing them to ensure accuracy.
5. Collects cash, checks and receipts and balances them daily as appropriate. Ensures that all monies are kept in secure conditions.
6. Reviews documentation of events for accuracy and makes corrections to funding sources, revenue accounts, and/or computed fees in order to generate end-of-the-month bills.
7. Prepares summary reports for programs including data such as client log, date of service, amount billed, amount paid, and other information.

8. Prepares accounts payable for payment by checking the accuracy and propriety of all invoices against purchase orders and contracts and ensures that all billings are verified against a purchase order and have been received by the appropriate party. Codes invoices and charge them to the appropriate account.
9. Balances statements and files all pertinent information for vendor accounts. Provides information to vendors regarding statements as requested.
10. Generates reports, computer spreadsheets to support various budget proposals, financial reports, departmental internal controls, grant claims, and other county required reports.
11. Other duties as assigned by Senior Program Director.

Other Functions: None Listed

This may not be inclusive of the total scope of job functions to be performed. Duties and responsibilities may be added, deleted or modified at any time.

Employment Qualifications

Education: High school graduation or equivalent. Prefer some course work in accounting, data processing, office management or related area.

Experience: Three years of office experience. One year of experience related to accounting in an automated system. Two years of experience working with program implementation is preferred.

Qualifications:

Knowledge of organization or department operations, services, and policies.
Knowledge of general office procedures and protocols.
Knowledge and skill in Microsoft Office, including Excel, Word, and PowerPoint.
Skill in word processing and in basic mathematical calculations.
Ability to communicate effectively orally and in writing.

Other Requirements: Possession of a valid Michigan driver's license.

The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in the job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.

FLSA Status: Non-Exempt

Worker's Compensation Code: 8810

Occupational Employment Statistical Code: 55338

Physical Requirements [This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements and working conditions. Reasonable accommodation will be made for otherwise qualified applicants unable to fulfill one or more of these requirements].

Ability to access departmental files.

Periods of prolonged sitting at a computer screen

Ability to enter and access information in a computer system.

May travel throughout the county related to the senior centers and home delivered meals programs.

Working Conditions:

Works in office conditions.

DRAFT PROPOSED MOTION
FROM THE FEBRUARY 22, 2024
POLICIES AND PROCEDURES COMMITTEE MEETING
TO THE MARCH 28TH FULL BOARD

- 1. Motion by Hamilton, supported by Mast, to recommend to the Full Board and pursuant to the recommendation of our Corporation Counsel and the Policies and Procedures Committee, to approve and adopt the Lapeer County Document Retention Policy, as attached, and further, that all County Departments are to begin following the retention disposal schedules as outlined in said document. Motion carried unanimously.**

DRAFT PROPOSED MOTIONS
FROM THE MARCH 20, 2024
POLICIES AND PROCEDURES COMMITTEE MEETING
TO THE MARCH 28TH FULL BOARD

- 1. Motion by Hamilton, supported by Mast, to recommend to the Full Board, pursuant to the recommendation of the Policies and Procedures Committee, to adopt the following Resolution Opposing Public Act 233 of 2023 and to authorize the Chairman or Vice-Chair to sign said resolution:**

LAPEER COUNTY BOARD OF COMMISSIONERS
Resolution Opposing Public Act 233 of 2023
Resolution No. 2024-R06

WHEREAS, citizens, through their local governments are best able to assess the needs of their communities and should be allowed to determine what plans and projects are appropriate; and,

WHEREAS, the Michigan legislature has passed, and the governor has signed Public Act 233 of 2023, which strips away local control of utility scale wind and solar projects and places control with the Michigan Public Service Commission; and,

WHEREAS, The Lapeer County Board of Commissioners, will do everything it legally can to prevent special interests from taking away local control from our citizens.

NOW THEREFORE BE IT RESOLVED, that the Lapeer County Board of Commissioners expresses its strong disapproval of Public Act 233 which takes away local zoning control from our communities; and,

BE IT FURTHER RESOLVED, that the Lapeer County Board of Commissioners supports the statewide ballot initiative, Citizens for Local Choice, a grassroots coalition of local officials and community organizers across Michigan working to amend the Clean and Renewable Energy and Energy Waste Reduction Act to, among other things, repeal Part 8 as added by Public Act 233 of 2023 which would restore local control of land use to ensure reasonable regulation in our widely diverse communities.

BE IT FURTHER RESOLVED, that copies of this resolution shall be forwarded to all Michigan counties, the Michigan Association of Counties, the Governor, and all of our State Representatives and State Senators that represent Lapeer County.

Roll Call Vote Required:

2. **Motion by Hamilton, supported by Mast, to recommend to the Full Board, pursuant to the recommendation of the Policies and Procedures Committee, to adopt the following Resolution Opposing Public Act 233 of 2023 and to authorize the Chairman or Vice-Chair to sign said resolution:**

**RESOLUTION
DESIGNATING LAPEER COUNTY AS A
"FREEDOM TO HOMESCHOOL" COUNTY
RESOLUTION NO. 2024-R03**

- WHEREAS,** it is the parent(s) fundamental right to direct the upbringing and education of *their children*, this right is protected by the U.S. Constitution and Michigan Constitution; and,
- WHEREAS,** Article VIII, Section 1 of the Michigan Constitution states: "Religion, morality and knowledge being necessary to good government and the happiness of mankind, schools and the means of education shall forever be encouraged"; and,
- WHEREAS,** Section 380.10 of the Michigan Revised School Code states: "It is the natural, fundamental right of parents and legal guardians to determine and direct the care, teaching, and education of their children"; and,
- WHEREAS,** parental rights include, however are not limited to, making decisions regarding children's education and health care in a manner consistent with their family values, and parents must do so to promote *their* children's general health and well-being as well as their right to direct the education of *their* child, be it public, homeschooling, private or parochial education; and,
- WHEREAS,** according to the U.S. Supreme Court, the Due Process Clause of the 14th Amendment protects parental rights. The U.S. Supreme Court has repeatedly affirmed that they are fundamental rights; and,
- WHEREAS,** parents have every right to seek accountability, choice, and transparency in *their children's* education, and that Government officials must be held accountable for what's promoted to children; and,
- WHEREAS,** no single form of education can meet the needs of all students or families; and,
- WHEREAS,** the lower a student-to-teacher ratio is, the greater the ability to individualize education for an individual student becomes, as well as a better outcome; and,
- WHEREAS,** Homeschooling offers profound flexibility in how education is delivered to students, as well as open ended opportunities to customize and individualize education around learning styles, interests, moral and religious beliefs and life goals of the student; and,
- WHEREAS** no teacher or institution can know or love a child more than a child's parent(s); and,

WHEREAS Statistics show that Homeschooled students have consistently shown above-average results on all standardized tests and are likely to be at least one grade ahead of public-school students; and,

WHEREAS, State Superintendent Michael Rice has asked the Michigan Legislature for a Homeschool Registry. This is a violation of Parental rights and privacy that would result in placing barriers that would have an intimidating adverse effect while placing obstacles and unnecessary restrictions on those wishing to Homeschool their children in Lapeer County; and,

WHEREAS, Michigan Attorney General Dana Nessel has stated she supports "monitoring" the private homes of Homeschoolers to inspect their private properties, a blatant violation of our 4th amendment rights.

NOW THEREFORE IT IS HEREBY RESOLVED, by the Lapeer County Board of Commissioners, that the County of Lapeer, Michigan, be, and hereby is, declared to be a "Freedom to Homeschool County," and,

IT IS FURTHER RESOLVED that this board affirms its full support for the right of parent(s) to educate ***their children***, and that freedom of educational choice will lead to the best possible outcome for each individual student.

BE IT FURTHER RESOLVED that the Lapeer County Board of Commissioners call upon our Lapeer County Sheriff and Lapeer County Prosecutor to defend our 4th amendment constitutional rights on this matter and specifically any efforts by the those outside our county that may result in any attempt to force warrantless searches of the homes and properties of Homeschool families.

BE IT FURTHER RESOLVED that the Lapeer County Board of Commissioners shall not authorize or appropriate new funding, resources, employees, agencies, contractors, buildings, detention centers or offices for the sole purpose of enforcing any statute, law, rule, order, or regulation that restricts the rights of parents to Homeschool ***their children***.

BE IT FURTHER ESOLVED, that a copy of this Resolution be sent to Governor Gretchen Whitmer, Michigan State Senators; Ruth Johnson and Kevin Daley, Michigan State Representatives; Greg Alexander, Phil Green, Jamie Greene and the other 82 County Board of Commissions in the State of Michigan, U.S. Congress Representative, Lisa McClain, U.S. Senators; Gary Peters and Debbie Stabenow, Lapeer County Sheriff Scott McKenna, Lapeer County Prosecuting Attorney John Miller, and all County Department Directors.

ROLL CALL VOTE REQUIRED

PROPOSED DRAFT MOTION
FROM THE
MARCH 14, 2024
ARPA COMMITTEE MEETING

- 1. Motion by Howell, supported by Mast, based upon the recommendation of the ARPA Committee, to authorize the Buildings & Grounds/Parks Department to proceed with the purchase of a used Genie Boom Lift from Alta Equipment Company, at a cost not to exceed \$35,900.00, to be paid from ARPA Funds (category 2.11). Motion carried unanimously.**

Lapeer County 2023 ANNUAL REPORT



BY THE NUMBERS

100+

Over 100 years MSU Extension professionals have provided education to Lapeer County residents



\$38,395 spending with local businesses in Lapeer County



205 Lapeer County students enrolled at MSU



MSU disbursed \$3,628,285 in financial aid to Lapeer County students



1,346 MSU alumni living in and contributing to Lapeer County



1,818 youth involved in 4-H in Lapeer County youth development programs



\$11,513,131 total economic impact in Lapeer County

MESSAGE FROM THE DISTRICT DIRECTOR

Mother Teresa once said, "I alone cannot change the world, but I can cast a stone across the waters and create many ripples". MSU Extension is a catalyst for creating lasting impact that ripples across the Thumb, state, and beyond. Our programs reach all audiences and age groups. From youth learning essential life skills and farmers exploring ways to increase efficiency and effectiveness, to older adults being able to access healthier foods and local communities discovering ways to increase economic impact. The possibilities of impact through MSU Extension are endless.

Through partnerships we can produce exponential ripples to change the lives of our neighbors, family, and friends. For over 100 years, MSU Extension's goal has been to "bring knowledge to life". By connecting with organizations and agencies across the Thumb, we bring the knowledge and research from Michigan State University to our communities and empower them to improve their lives. Alone we can cast a small stone to create ripples. Together our stone grows to produce larger impact than any one organization can create themselves.

I have been with MSU Extension for over nine years focusing on improving the health and nutrition of community members. As I continue to learn my new role as District Director, I am looking forward to exploring new ways to work with our partners as we create ripples of impact across Lapeer County and beyond.

CONTACT



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1800 Imlay City Rd., Ste. 1
Lapeer, MI 48446



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lapeercounty@msu.edu



MSU Extension District 10



@MSUEExtension

Supporting Food and Agriculture



Phil Kaatz

**Forage Management
and Field Crops
Educator**

Field Crops Virtual Breakfast Series

The MSU Extension Field Crops Team hosts the Virtual Breakfast Series every Thursday morning during the growing season for farmers, agribusiness professionals, agency personnel, and others interested in agriculture. The series is flexible, fluid, and able to adapt to constantly changing conditions for crops such as corn, soybeans, alfalfa, wheat, sugar beets, and dry beans. Valuable crop management information is shared to address potential and current issues related to weather, pest infestation, and crop diseases. Emerging issues are addressed in a timely manner to help farmers increase efficiency and profitability of the farming operations.

Year-end highlights include:

- 4,729 live participants (182 average)
- 6,923 YouTube recording views (267 average)
- 2,171 Podcast views (84 average)
- 60 Michigan counties (72%)
- 15 States (IL, IN, IA, KY, MN, NC, NM, NY, OH, PA, SC, TX, UT, VT, WI)
- 11 Foreign countries (Australia, South Africa, Israel, Burundi, Canada, Ethiopia, Ireland, Malaysia, Nigeria, Sri Lanka, Uganda)

Post-program evaluation completed in November 2023:

- 325 total respondents
 - ◊ 4,522,267 acres represented
 - ◊ 99.1% had an increase in knowledge
 - ◊ 79.1% indicated a crop management change has been made or will be made in the future



Jerad Jaborek

**Beef Feedlot
Systems Educator**

The Thumb Area is one of the most populated in the state when it comes to cattle. Jerad Jaborek offered several programs to help producers with a variety of issues. These workshops were offered throughout the Thumb Area.

- **Implant Boot Camp** was designed to provide producers with hands-on-training on cattle ear implants. **25 Producers** attended this program.
- **Feedlot Health and Management Program** -This program focused on basic animal handling and recognizing feedlot cattle with health concerns.
- Jerad also became a certified beef carcass ultrasound technician in 2023. This certification will allow him to capture carcass ultrasound images, which provides a peak under the cattle hide without having to slaughter the animal to measure ribeye size, back fat thickness, and marbling deposition. This data gives producers a greater knowledge of the carcass potential for various breeding or genetic trait uses. It will also allow 4-H exhibitors the ability to learn about carcass grading and to see how well their market steer's carcass performs relative to other steers showing at their County Fairs

Government & Community Vitality



Andy Northrop

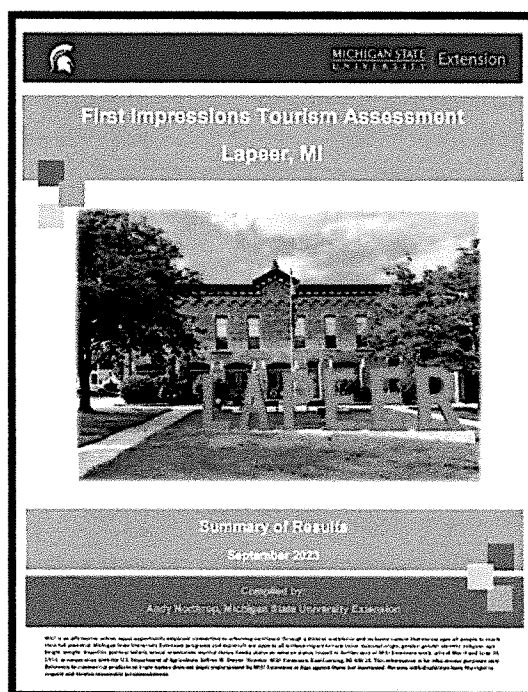
Community/
Tourism Educator

Serving the State of
Michigan and District
10 including Huron,
Lapeer, St. Clair,
Sanilac, and Tuscola
Counties

- Sustainable
Tourism Development
- First Impressions:
Tourism Assessments
- Planning for
Tourism
- Community Vitality
- Leadership and
Facilitation
- Connecting
Entrepreneurial
Community

The City of Lapeer

The City of Lapeer and the City of Grand Blanc were selected in 2023 to participate in MSU Extension's FIT assessment offered in partnership with MEDC. Reports are available for both communities. Impacts and actions are aggregated one year later from participating in the program.



Please take the time to read the entire report :

First Impressions Tourism (FIT)

Here are some highlights:

Thoughts and Ideas for Downtown:

- Downtown Lapeer is on the upswing!
- I found value in the DDA and Good News newsletters...
- I appreciate the painted benches, control boxes, and murals.
- I wish I could have learned who painted the murals...
- The alleyway music performance space was surprising for how well it worked...

Developing Youth and Communities



Sarah Griffin

**4-H Program
Coordinator**

4-H has different types of clubs, depending on a volunteer's interest and time commitment.

- **Community clubs** focus on multiple projects and involve members of a variety of ages and interests. Meet every month.
- **Project clubs** focus on one primary 4-H project. Meetings may be monthly or weekly.
- **SPIN clubs** combine concepts of special interest groups with the 4-H club model. Focus on one topic for a set length of time, perhaps 6 to 8 weeks.



4-H Club members and volunteers offered a petting zoo and activities to the public at a local Tractor Supply Company store.

Lapeer County 4-H Youth Development Program

4-H programs are grounded in the belief that kids learn best by doing. Youth, ages 5-19, complete hands-on projects in areas like science, health, agriculture, and civic engagement, in a positive environment where they receive guidance from adult mentors and are encouraged to take on proactive leadership roles. Young people who are members of 4-H clubs are more likely to engage in positive activities, go to college and be civically engaged in their communities. Locally, Lapeer County 4-H offers a variety of club options, educational opportunities, community service projects and scholarships for higher education and additional learning experiences.



2023 Ambassadors: Diana Aboukarroum, Audrey Johnston, Cash Hanks, Weston Hanks, Catherine Wackler (not pictured), and Jaxson Niester (not pictured).

**237 Enrolled 4-H
Club Members
and 93
Gold Volunteers**

Developing Youth and Communities

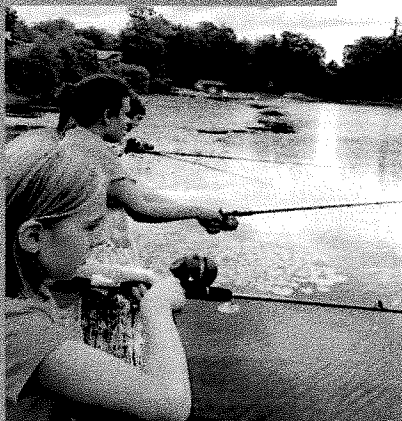


**83 Youth Campers
and Teen Counselors**

**11 Adult Camp
Guides**

2 Summer Camps

Campers enjoyed swimming, kayaking, science, art, and fun during 4-H summer camp at Camp Lael. The Wildlife Adventure Camp held at Lions' Bear Lake Camp introduced campers to fishing, archery, and outdoor cooking.



**42 County Activities and
Workshops**

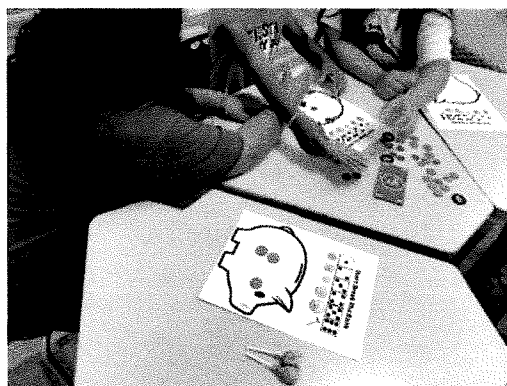
1,733 Outreach Contacts



Participants of the "Explorers of the Deep" workshop, estimate how much weight they need to add to their ocean robot to reach neutral buoyancy.



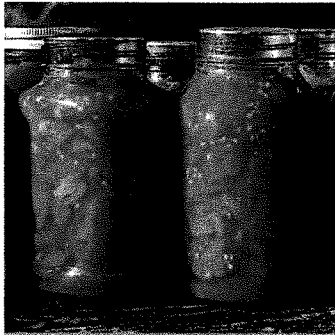
Crafts were made by members attending the annual Kick-off and Information meeting held in September.



Students attended weekly financial literacy sessions during the summer in collaboration with the Summer Migrant Education Program.

**452
School
Enrichment
Participants**

Ensuring Safe and Secure Food



MSU Extension efforts in ensuring safe and secure food lead to a healthy population, which in turn helps keep health care costs in check and our communities viable.

Christine Venema

Food Safety Educator



Christine Venema, MSU Extension Educator for food safety, provides programming in the areas of Food Safety for young people, Food Preservation, Michigan Cottage Food Law, Pantry Food Safety—It's Your Job! and ServSafe manager training for adults.

Food Preservation: Since January 2023 Christine has assisted in 28 online food preservation sessions. She developed and taught 12 of these sessions.

Food Safety: Christine is a member of the MSU Extension Food Safety Team and has been providing weekly food preservation programming to the people of Lapeer County via zoom. Since January 2023 Christine has assisted with 21 Food Safety question and answer programs. Of those she developed and taught 10 of them.

As a member of the Food Safety Team Christine has answered questions on the **Michigan State University Extension Food Safety Hotline**. She did this during the months of October and November. She received calls from Michigan and other states in the United States of America.

Cooking for Crowds: Christine taught one class via zoom on Cooking for Crowds for nonprofit organizations.

Christine has taught 9 **Pantry Food Safety—It's Your Job!** sessions via zoom. Through this program 120 people have received certification statewide.

Emergency Preparedness: Christine has taught one session on 'What to do After a Flood' as a part of the emergency preparedness food safety programming.

Michigan Cottage Food Law class: Since January, Christine has assisted with 9 Michigan Cottage Food Law zoom sessions and taught a segment of one.

ServSafe for Food Service Managers: Since January 2023, Christine has taught 10 ServSafe classes to 104 people in Lapeer County.

As a part of the Michigan State University Extension Food Safety Team, Christine has assisted in the **415 food safety programs** that have reached **7,205 people** across Michigan, the United States, and the world.

Keeping People Healthy



Jennifer Evenson



Nola Auernhamer

Community Nutrition Instructors

Community Nutrition Instructors help people find their way past these shopping and eating concerns. Friendly and timely access to information through MSU Extension's SNAP-Ed program helps Lapeer County residents to make affordable healthy food choices, keep their foods safe, and make food that's enjoyable to eat.

Lapeer County SNAP-Ed

During the federal fiscal year (October 1, 2022 – September 30, 2023) the MSU Extension Supplemental Nutrition Assistance Program – Education (SNAP-Ed) program provided nutrition education, physical activity promotion, and public health coaching for program participants and community partners in Lapeer County.

MSU Extension Community Nutrition Instructors, also covering St. Clair and Tuscola Counties, reached 645 unduplicated individuals through 63 in-person classes offered throughout the county. Additionally, 800 individuals were reached indirectly through fact sheets, newsletters, or health fairs. The classes and events were held at congregate meal sites & senior nutrition centers; the Extension office; public housing sites, public schools, and at the county fairgrounds.

In 2023, the thumb area initiative called “The Last Food Mile” provided an opportunity to bring fresh produce and nutrition education to people in need. In Lapeer County, over 200 bags of produce were delivered to Silver Maple Village. Residents received healthy, nutrient dense foods in addition to nutrition fact sheets and education on how to use the fresh food.



Extension Educators Serving Lapeer County

MSU Extension Staff Serving Lapeer County

Name	Role	Phone	Email
Karly Creguer	District 10 Director	989-672-3870	oberski9@msu.edu
Sarah Griffin	4-H Program Coordinator	810-667-0341	graversa@msu.edu
Becky Henne	Associate Program Leader, SNAP-Ed	810-667-0341	henner@msu.edu
Tina House	Office Manager	810-667-0341	houset@msu.edu
Phil Kaatz	Educator, Field Crops & Forages	810-667-0341	kaatz@msu.edu
Christine Venema	Educator, Food Safety & Nutrition	810-667-0341	venema@msu.edu

Additional MSU Extension Staff Serving Lapeer County

Name	Role	Phone	Email
Nola Auernhamer	Community Nutrition Instructor	989-262-9832	auernha5@msu.edu
Martin Mangual	Educator, Dairy	989-269-9949	carrasq1@msu.edu
Cheri Burk	Educator, Farm Management	989-895-4026	burkcher@msu.edu
Teresa Crook	Educator, Field Crops	989-652-3552	crookter@msu.edu
Jerad Jaborek	Educator, Beef Feedlot	810-648-2525	jaborekj@msu.edu
Jennifer Evenson	Community Nutrition Instructor	810-667-0341	mcnam123@msu.edu
C. Andrew Northrop	Educator, Community/Tourism	810-989-6935	northro5@msu.edu
Derek Plotkowski	Educator, SE Fruit	810-244-8500	plotkow5@msu.edu
Brandon Schroeder	Educator, Michigan Sea Grant	989-354-9885	schroe45@msu.edu
Mike Staton	Senior Educator, Soybeans	269-673-0370	staton@msu.edu
Kris Swartzendruber	Educator, Disease Prevention	989-672-3870	swartze6@msu.edu

MISSION:

Michigan State University Extension helps people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities.

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REQUEST FOR ACTION

DATE: February 26, 2024

 X REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: County Board of Commissioners

FROM: Jeffrey Satkowski, County 911

SUMMARY OF REQUEST / INFORMATION:

Request for resolution on National Telecommunicators Week 2024

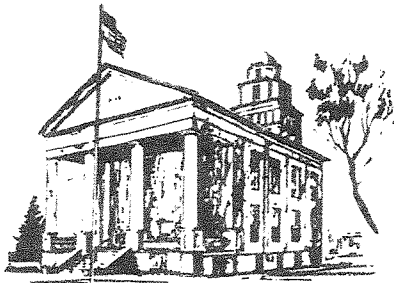
BACKGROUND INFORMATION:

Telecommunicators Week is April 14th – 20th, 2024, where we take time to recognize the people who answer our 9-1-1 calls and dispatch our police, fire, and EMS responses.

SUPPORTING DOCUMENTS: Resolution.

DRAFT MOTION:

ATTACHMENTS YES X NO



Lapeer County, Michigan

RESOLUTION 2024-R04

- WHEREAS,** Lapeer County Central Dispatch has been designated as the Public Safety Answering Point for all public safety response in Lapeer County for those emergencies that require police, fire or emergency medical services; and,
- WHEREAS,** the telecommunications of Lapeer County Central Dispatch answer those calls for assistance and serve as the first and most critical contact our citizens have with emergency services; and,
- WHEREAS,** the safety of police officers, firefighters and emergency medical service providers that serve our citizens are dependent on the quality and accuracy of information obtained from citizens who contact Lapeer County Central Dispatch; and,
- WHEREAS,** Lapeer County Central Dispatch Public Safety Telecommunicators provide the single most vital link for our police officers, firefighters, and emergency medical service providers, by monitoring their activities by radio, providing them with information, and ensuring their safety; and
- WHEREAS,** the Public Safety Telecommunicators of Lapeer County Central Dispatch have assisted in the saving of many lives, the apprehension of criminals, and prevention of considerable property loss each year; and,
- WHEREAS,** each member of Lapeer County Central Dispatch has exhibited compassion, understanding and professionalism during the performance as a Public Safety Telecommunicator; and,
- WHEREAS,** on October 9, 1991, the Congress of the United States proclaimed the second week in April as "National Public Safety Telecommunications Week."
- NOW, THEREFORE, BE IT RESOLVED,** that the Board of Commissioners hereby proclaims the week of April 14 – 20, 2024 as **PUBLIC SAFETY TELECOMMUNICATORS WEEK** in Lapeer County, in recognition of the men and women whose dedication and professionalism help keep our county and citizens safe.
- BE IT FURTHER RESOLVED,** that the Board of Commissioners urges county residents and public safety responders, to join in honoring the staff of Lapeer County Central Dispatch in recognition for their continued professionalism and dedication to the public safety of Lapeer County.

Tom Kohlman, Chairman of the Board

I hereby certify that the foregoing Resolution was unanimously adopted by a vote at the meeting of the Board of Commissioners of the County of Lapeer, State of Michigan, on this 28th day of March, 2024

Theresa M. Spencer, County Clerk
Clerk of the Board

**REQUEST FOR ACTION
LAPEER COUNTY BOARD OF COMMISSIONERS**

DATE: **March 8, 2024**

 X_____ REQUEST FOR ACTION

 _____ FOR YOUR INFORMATION

 _____ REQUEST FOR INFORMATION

TO: **Lapeer County Board of Commissioners**

FROM: **John Miller, Prosecuting Attorney/Christy Podhorsky,
Victim Services**

SUMMARY OF REQUEST / INFORMATION:

Request the Board adopt the attached proclamation (resolution) in recognition of National Crime Victim Rights Week for 2024 which is April 21st through 27th.

ADDITIONAL INFORMATION:

CONTACT PERSON(S): John Miller, Prosecuting Attorney/Christy Podhorsky, Victim Services.

BACKGROUND INFORMATION:

National Crime Victim Rights week is April 21st -27th, 2024. National Crime Victim Rights Week was declared in 1981 by President Ronald Reagan. This recognition was established to increase awareness around the challenges faced by crime victims, and how the support of victim rights advocates, victim service providers, law enforcement, and allied professionals can assist them.

SUPPORTING DOCUMENTS: See attached proclamation.

DRAFT MOTION:

Motion by _____, supporting by _____, to adopt the following proclamation in recognition of National Crime Victim Rights Week, April 21 – 27, 2024, as follows [see attached]:

Roll Call Vote Required.

ATTACHMENTS: YES X NO _____

PROCLAMATION 2024-R05
HONORING NATIONAL CRIME VICTIMS' RIGHTS WEEK

- WHEREAS,** the term "victim" is more than just a label and has legal standing and protections that go along with it; and,
- WHEREAS,** crime victims' rights acts passed here in Michigan and at the federal level guarantee victims the right to meaningfully participate and use their voice in the criminal justice process;
- WHEREAS,** victim service providers, advocates, law enforcement officers, attorneys, and other allied professionals can help survivors find their justice by enforcing these rights;
- WHEREAS,** the right to provide an impact statement ensures that victims' voices are considered in court during the sentencing and, when applicable, restitution processes,
- WHEREAS,** including and elevating the voices of survivors makes certain they are heard and seen and creates a path to forging and sustaining community trust.
- WHEREAS,** engaging survivors creates responses and services that are credible, meaningful, and centered on individual needs;
- WHEREAS,** survivors' lived experience can serve as a catalyst for implementing innovative programs, shifting existing programs in new directions, and changing policies or practices that prevent survivors from accessing services or pursuing justice;
- WHEREAS,** National Crime Victims' Rights Week provides an opportunity to recommit to listening to crime survivors in every space where decisions are made that could impact them, and
- WHEREAS,** the Lapeer County Prosecuting Attorney, is hereby dedicated to amplifying the voices of survivors and creating an environment where survivors have the confidence that they will be heard, believed, and supported.

NOW, THEREFORE, BE IT RESOLVED, that the Lapeer County Board of Commissioners of Lapeer, Michigan, do hereby proclaim the week of **April 21-27th, 2024** as **NATIONAL CRIME VICTIM RIGHTS WEEK** reaffirming Lapeer County's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victim Rights' Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

Tom Kohlman, Chairman of the Board

I hereby certify that the foregoing Resolution was unanimously adopted by a vote at the meeting of the Board of Commissioners of the County of Lapeer, State of Michigan, on this 28th day of March, 2024.

Theresa M. Spencer, County Clerk
Clerk of the Board

Proposed Motion to enter Audit Motions for County and Road Commission into the record:

Motion by , supported by , to enter into the record the County's Audit Motions for March 8th and 22nd, 2024 and also the Road Commissions Audit Motion for disbursements dated March 7th and 21st, 2024. Motion carried.

LAPEER COUNTY

FOR CHECKS DATED 3/08/2024

PAGE 1

I MOVE THE FOLLOWING EXPENDITURE DISBURSEMENTS FOR CHECKS
DATED 3/08/2024 BE APPROVED BASED ON THE SIGNATURE OF THE
RESPECTIVE DEPARTMENT HEAD/ELECTED OFFICIAL

FUND	PAYROLL	ACCOUNTS PAY	TOTAL DISB.
GENERAL FUND 101	132,704.30	185,665.31	318,369.61
RENTAL PROPERTY 149		359.18	359.18
PROSECUTING ATTORNEY 205	33,825.30	167.98	33,993.28
SHERIFF'S DEPARTMENT 207	145,951.61	147,500.35	293,451.96
PARKS/RECREATION FUND 208		588.94	588.94
FRIEND OF THE COURT FUND 215	29,497.19	4,672.49	34,169.68
HEALTH DEPARTMENT/DISTRIC 221	64,391.16	8,808.95	73,200.11
SENIOR ACTIVITIES 223	22,927.18	24,186.33	47,113.51
ANIMAL CONTROL 225	5,538.37	4,809.82	10,348.19
SPECIALTY COURTS 232		9,611.79	9,611.79
REMONUMENTATION GRANT 245	181.06		181.06
REGISTER OF DEEDS AUTOMAT 256		1,840.00	1,840.00
DISASTER CONTINGENCY FUND 258	1,988.88		1,988.88
INDIGENT DEFENSE FUND 260		38,412.22	38,412.22
911 SERVICE FUND 261	42,246.40	78,943.86	121,190.26
FORFEITURES FUND 262		1,980.00	1,980.00
CONCEALED PISTOL LICENSIN 263	1,272.43	425.50	1,697.93
T.N.U. 265		4,199.94	4,199.94
COMMUNITY CORRECTIONS 272	3,864.34	21,417.34	25,281.68
POLICE SERVICE CONTRACTS 277	42,403.07		42,403.07
AMERICAN RESCUE PLAN 281		48,284.74	48,284.74
SOIL & SED SPECIAL PROJEC 296		113.45	113.45
LAPEER FAMILY CONTINUATIO 298	728.84		728.84
BURKE DRAIN 461		100.00	100.00
HISTORIC COURTHOUSE 470		400.00	400.00
9-1-1 CONSTRUCTION FUND 482		26,829.19	26,829.19
BUILDING AND GROUNDS 631		74,821.99	74,821.99
*** TOTAL OF ***	\$527,520.13	\$684,139.37	\$1,211,659.50

AND THAT THE FOLLOWING EXPENDITURE DISBURSEMENTS BE ALLOWED ON THE
SIGNATURE OF THE RESPECTIVE DEPARTMENT HEAD/ELECTED OFFICIAL AND/OR
THEIR AUDIT COMMITTEE IF APPLICABLE

COMMUNITY MENTAL HEALTH F 222	269,247.83	418,129.02	687,376.85
CHILD CARE FUND 292	14,014.79	2,199.30	16,214.09
VETERANS RELIEF FUND 293	6,153.52	5,685.63	11,839.15
VETERANS TRUST FUND 294		5,276.93	5,276.93
DELINQUENT TAX REVOLVING 516	1,364.76	10,561.17	11,925.93
FORECLOSURE 532	3,361.98	3,163.96	6,525.94
DRAIN MAINTENANCE FUND 639		19,829.42	19,829.42
WORKERS COMP FUND 677		10,414.04	10,414.04
HEALTH INS. FUND 678		45,655.34	45,655.34
DRAIN FUND 801		3,038.00	3,038.00
*** TOTAL OF ***	\$294,142.88	\$523,952.81	\$818,095.69

AND THAT THE FOLLOWING EXPENDITURE DISBURSEMENTS BE ALLOWED ON THE
SIGNATURE OF THE RESPECTIVE DEPARTMENT HEAD/ELECTED OFFICIAL AND/OR
STATE STATUTE IF APPLICABLE:

GENERAL CUSTODIAL FUND 701		234,964.69	234,964.69
COMMON BANKING - TRUST AN 702	319,253.55	87,689.90	406,943.45
CURRENT TAX COLLECTION FU 703		1,251,864.02	1,251,864.02
DISTRICT MUNICIPAL COURT 710		48,721.25	48,721.25
*** TOTAL OF ***	\$319,253.55	\$1,623,239.86	\$1,942,493.41

*** GRAND TOTAL OF DISBURSEMENTS *** \$1,140,916.56 \$2,831,332.04 \$3,972,248.60

THE COUNTY CONTROLLER/ADMINISTRATORS OFFICE HAS COMPILED THIS AUDIT MOTION
FROM INFORMATION CONTAINED IN THE CHECK SELECTION LIST SUMMARY BY FUND AND
THE PAYROLL REGISTER. TO THE BEST OF OUR KNOWLEDGE THE INFORMATION IS CORRE
ACCURATE, AND COMPLIES WITH BOARD RESOLUTIONS AND APPLICABLE POLICES.

Signed:

Moses Sanzo, Administrator/Controller

3/7/24

I MOVE THE FOLLOWING EXPENDITURE DISBURSEMENTS FOR CHECKS
DATED 3/22/2024 BE APPROVED BASED ON THE SIGNATURE OF THE
RESPECTIVE DEPARTMENT HEAD/ELECTED OFFICIAL

FUND		PAYROLL	ACCOUNTS PAY	TOTAL DISB.
GENERAL FUND	101	130,090.81	155,648.84	285,739.65
RENTAL PROPERTY	149		76.20	76.20
PROSECUTING ATTORNEY	205	33,872.93	7,371.96	41,244.89
SHERIFF'S DEPARTMENT	207	137,962.20	12,331.96	150,294.16
PARKS/RECREATION FUND	208		1,480.37	1,480.37
POLLY ANN TRAIL	214		4,332.50	4,332.50
FRIEND OF THE COURT FUND	215	28,993.35	7,543.96	36,537.31
HEALTH DEPARTMENT/DISTRIC	221	64,585.90	3,325.64	67,911.54
SENIOR ACTIVITIES	223	23,901.67	19,145.00	43,046.67
ANIMAL CONTROL	225	5,258.65	1,711.80	6,970.45
SPECIALTY COURTS	232		3,599.34	3,599.34
REMONUMENTATION GRANT	245	181.06		181.06
REGISTER OF DEEDS AUTOMAT	256		542.09	542.09
DISASTER CONTINGENCY FUND	258	1,988.88	2,796.06	4,784.94
INDIGENT DEFENSE FUND	260		32,436.32	32,436.32
911 SERVICE FUND	261	33,602.70	6,267.26	39,869.96
CONCEALED PISTOL LICENSIN	263	1,148.46		1,148.46
T.N.U.	265		3,410.18	3,410.18
LAW LIBRARY FUND	269		304.00	304.00
COMMUNITY CORRECTIONS	272	3,864.34	4,097.82	7,962.16
POLICE SERVICE CONTRACTS	277	39,517.89		39,517.89
AMERICAN RESCUE PLAN	281		86,814.00	86,814.00
LAPEER FAMILY CONTINUATIO	298	1,092.54		1,092.54
HISTORIC COURTHOUSE	470		171.04	171.04
9-1-1 CONSTRUCTION FUND	482		1,586.40	1,586.40
BUILDING AND GROUNDS	631		26,384.07	26,384.07
*** TOTAL OF ***		\$506,061.38	\$381,376.81	\$887,438.19

AND THAT THE FOLLOWING EXPENDITURE DISBURSEMENTS BE ALLOWED ON THE
SIGNATURE OF THE RESPECTIVE DEPARTMENT HEAD/ELECTED OFFICIAL AND/OR
THEIR AUDIT COMMITTEE IF APPLICABLE

COMMUNITY MENTAL HEALTH F	222	275,592.48	1,051,527.20	1,327,119.68
CHILD CARE FUND	292	14,474.29	28,901.74	43,376.03
VETERANS RELIEF FUND	293	6,039.00	1,164.94	7,203.94
VETERANS TRUST FUND	294		137.61	137.61
BOTTOM CREEK DRAIN	475		567.05	567.05
DELINQUENT TAX REVOLVING	516	1,364.76	62,501.05	63,865.81
FORECLOSURE	532	3,305.68		3,305.68
DRAIN MAINTENANCE FUND	639		25,683.77	25,683.77
HEALTH INS. FUND	678		439,273.45	439,273.45
DRAIN FUND	801		16,223.35	16,223.35
*** TOTAL OF ***		\$300,776.21	\$1,625,980.16	\$1,926,756.37

AND THAT THE FOLLOWING EXPENDITURE DISBURSEMENTS BE ALLOWED ON THE
SIGNATURE OF THE RESPECTIVE DEPARTMENT HEAD/ELECTED OFFICIAL AND/OR
STATE STATUTE IF APPLICABLE:

GENERAL CUSTODIAL FUND	701		41,770.80	41,770.80
COMMON BANKING - TRUST AN	702	319,415.93		319,415.93
LIBRARY PENAL FINE FUND	721		13,839.00	13,839.00
*** TOTAL OF ***		\$319,415.93	\$55,609.80	\$375,025.73

*** GRAND TOTAL OF DISBURSEMENTS *** \$1,126,253.52 \$2,062,966.77 \$3,189,220.29

THE COUNTY CONTROLLER/ADMINISTRATORS OFFICE HAS COMPILED THIS AUDIT MOTION
FROM INFORMATION CONTAINED IN THE CHECK SELECTION LIST SUMMARY BY FUND AND
THE PAYROLL REGISTER. TO THE BEST OF OUR KNOWLEDGE THE INFORMATION IS CORRE
ACCURATE, AND COMPLIES WITH BOARD RESOLUTIONS AND APPLICABLE POLICES.

Signed:

Moses Sanzo, Administrator/Controller

3/21/24

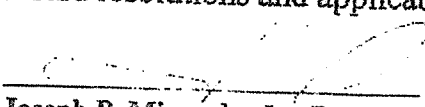
ROAD COMMISSION AUDIT MOTION

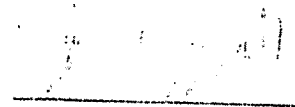
For checks dated: 03/07/2024

I move that the following expenditure disbursements be approved based on the signature of the below listed representatives of the Road Commission.

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
201-449-703.000	Salary	\$ 1,062.24
201-449-703.001	Taxable Per Diems	\$ -
201-449-7114.000	Medicare	\$ 19.96
201-449-715.000	FICA	\$ 84.93
201-449-716.000	Medical, Dental, Vision Insurance	\$ 400.00
201-449-717.000	Life Insurance	\$ -
201-449-718.000	Retirement	\$ 94.00
201-449-860.050	Mileage	\$ -
201-449-957.00	Memberships	\$ -
Total:		<u>\$ 1,661.13</u>

The County Road Commission Office has compiled this audit motion from information contained in the records of the Road Commission. To the best of our knowledge the information is correct, accurate and complies with Board resolutions and applicable policies.


Joseph P. Minaudo, Jr., Board Secretary


John Howell, Chairman

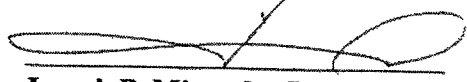
ROAD COMMISSION AUDIT MOTION

For checks dated: 03/21/2024

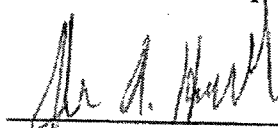
I move that the following expenditure disbursements be approved based on the signature of the below listed representatives of the Road Commission.

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
201-449-703.000	Salary	\$ 1,062.24
201-449-703.001	Taxable Per Diems	\$ -
201-449-7114.000	Medicare	\$ 19.86
201-449-715.000	FICA	\$ 84.93
201-449-716.000	Medical, Dental, Vision Insurance	\$ 400.00
201-449-717.000	Life Insurance	\$ -
201-449-718.000	Retirement	\$ 94.00
201-449-860.050	Mileage	\$ -
201-449-957.00	Memberships	\$ -
Total:		<hr/> \$ 1,661.03

The County Road Commission Office has compiled this audit motion from information contained in the records of the Road Commission. To the best of our knowledge the information is correct, accurate and complies with Board resolutions and applicable policies.



Joseph P. Minaudo, Jr., Board Secretary



John Howell, Chairman

February 27, 2024

Theresa Spencer
Lapeer County Clerk
255 Clay Street
Lapeer, MI 48446

Re: Jury Commission Vacancy

Dear Ms. Spencer,

It is the understanding of the Judges of the Lapeer County Courts that there remains a vacancy on the Lapeer County Jury Commission following the loss of Mr. Eldon Card. We publicly express our thanks and appreciation for all that Mr. Card has done for the County over all of his years of public service, including his time spent as a jury Commissioner. Although a servant such as Mr. Card can never be replaced, we as judges are pleased to make a recommendation to you to fill the vacancy created by Mr. Card's passing.

On behalf of the Lapeer County Courts it is our collective recommendation and nomination to you and the Lapeer County Commissioners that Ms. Emily Chouinard be appointed to serve as Jury Commissioner for Lapeer County. Ms. Chouinard is a Lapeer County native, resident, and proud graduate of Lapeer High School. She is in her final semester of her undergraduate studies at Michigan State University in the James Madison College of political Science and Government Studies. In the fall Ms. Chouinard will be enrolled in the Michigan State University School of Law. Upon completion of her legal studies she intends to build a career for herself here in Lapeer County.

Emily's energy, enthusiasm and passion for this community are evident in everything that she does and we believe that she would be an excellent Jury Commissioner for the County. Again, it is respectfully recommended that Ms. Chouinard be appointed to the Lapeer County Jury Commission.

Respectfully,

Hon. Laura Barnard
Chief Judge of All Courts
71-A District Court Judge

Hon. Justus Scott
Probate Court Judge

Hon. Michael Hodges
40th Circuit Court Judge

Hon. Michael Nolan
40th Circuit Court Judge