



**AGENDA
CITY OF LAPEER
LAPEER CITY COMMISSION
576 LIBERTY PARK, LAPEER, MI 48446
JULY 6, 2026
810-664-5231 * www.ci.lapeer.mi.us**

6:30 P.M. CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF JULY 6, 2026, AGENDA

A. MINUTES:

1. Minutes of the Special meeting held June 8, 2026.
2. Minutes of the Regular meeting held June 15, 2026.
3. Minutes of the Special meeting held June 25, 2026.

B. PUBLIC COMMENTS:

C. CONSENT AGENDA:

1. Special Event: Devonshire Retirement Village, 21st Annual Classic Car Show, July 14, 2026, 5:00 to 7:00 p.m., 101 Devonshire Dr.
2. Special Event: Lapeer HOG Chapter #2286 Rodeo, July 30 - August 2, 2026, 1491 S. Lapeer Road.
3. Special Event: Human Development Commission, Fun Fair, August 11, 2026, 1:00 p.m. to 3:00 p.m., Cramton Park.

SUGGESTED MOTION:

Approve the Consent Agenda for July 6, 2026.

D. BILL LISTING:

1. Bill Listing for July 6, 2026.

SUGGESTED MOTION:

Approve the Bill Listing for July 6, 2026, in the amount of \$1,988,187.80.

E. PROCLAMATIONS, RECOGNITIONS AND RESOLUTIONS:

1. Proclamation – Denise Soldenski – Retirement.

SUGGESTED MOTION:

Adopt the proclamation in recognition of Denise Soldenski, as presented.

F. PUBLIC HEARINGS:

G. ADMINISTRATIVE REPORTS:

1. First Reading – Ordinance Amendment – Chapter 7 Zoning.

SUGGESTED MOTION:

Adopt Ordinance 2026-05, rezoning of 822 West Street (#L21-33-306-040-00) from OS-1 Office Service to B-2 General Business, on First Reading and schedule the Second Reading for July 20, 2026.

2. Participation Agreement – Courts and Law Enforcement Management Information Systems (CLEMIS) Authority.

SUGGESTED MOTION:

Approve the CLEMIS Participation Agreement and authorize the City Manager and Police Chief to sign on behalf of the City of Lapeer.

3. Assessment Administration Services, LLC – Contract Modification.

SUGGESTED MOTION:

Approve a modification to the three-year contract with Assessment Administration Services, LLC for assessing services starting July 1, 2026, as presented, and authorize the City Manager to sign all necessary documents.

4. Resolution 2026-06 – Preserve the Complete Record and Attached Additional Context.

SUGGESTED MOTION:

None.

H. CITY MANAGER’S REPORT:

1. Request for Proposals – 2026 City Attorney Services.
2. Various matters.

I. CITY ATTORNEY’S REPORT:

1. Various matters.

J. UNFINISHED BUSINESS:

1. Appointments to Boards and Commissions.
 - a. Mayoral Appointments.
 - i. Lapeer Neighborhoods, Inc.– James Mikus
Re-appointment – 2-year term to expire August 1, 2028.
 - ii. Planning Commission – Austin Kelly
Re-appointment – 3-year term to expire August 1, 2029.
 - iii. Planning Commission – Douglas Roberts
Re-appointment – 3-year term to expire August 1, 2029.
 - b. Commission Appointments.

K. DEPARTMENTAL COMMUNICATIONS:

L. PUBLIC COMMENTS:

M. CLOSING COMMENTS:

N. REMINDER OF MEETINGS:

Next City Commission Meeting: **MONDAY, JULY 20, 2026, Regular**

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 SPECIAL MEETING
AGENDA WORKSHOP
JUNE 8, 2026**

A special meeting of the Lapeer City Commission was held June 8, 2026, at the Lapeer Train Depot, 71 Howard, Lapeer, Michigan. The meeting was called to order at 6:30 p.m.

ROLL CALL

Present: Mayor Hing. Commissioners: Atwood, Brady, Glisman, McCarthy, Petrie.

Absent: None.

Also present: City Manager Womack, City Clerk Sanchez.

Mayor Hing led the Pledge of Allegiance.

PUBLIC COMMENTS

Anne Schank asked if we have a disaster plan and if it had been updated lately.

Timothy Hall spoke about the agenda tonight.

Susan Good spoke about people looking at their own actions.

Susan Hough spoke about comments made by the mayor and actions at the last meeting.

Wes Weber spoke about Brookwood North development.

Jacob LaRoy spoke about another public comment made.

WORK SESSION – AGENDAS

The City Commission engaged in a discussion about the order of business for agendas as written in the City of Lapeer Rules and Procedures of the City Commission.

Mayor Hing stated that Commissioner Brady suggested that we do business in a workshop and noted it as an improper motion. Additionally, he asked it to be noted that Commissioner Brady is not following the proper decorum per parliamentary rule to stay germane to the topic at hand. Mayor Hing then called Commissioner Brady out of order for violating Rules and Procedures of the Commission D.6.

Commissioner Brady raised a point of order. Mayor Hing ruled the point of order as not well received.

Commissioner McCarthy raised a point of order. Mayor Hing ruled the point of order well received Commissioner Brady violated Rules and Procedures of the Commission D-6 and RONR 43.

Mayor Hing ruled Commissioner Brady out of order with a dilatory point of order while the chair was ruling on a point of order on the table, RONR 39.

Commissioner McCarthy raised a point of order. Mayor Hing ruled the point of order sustained; Rules and Procedures of the Commission D-6 and RONR 43.

Mayor Hing ruled Mr. LaRoy (member of the audience) out of order and is being warned that if the disorderly conduct continued, he will be politely asked to leave the meeting.

Mayor Hing ruled Commissioner Brady out of order for dilatory debate and remarks not in alignment with conduct we expect Rules and Procedures of the Commission D.6.

152 2026 06-08 ADJOURNMENT

Having no further business, the special meeting was adjourned at 8:24 p.m.

Jeremy Hing, Mayor

Romona Sanchez, City Clerk

**LAPEER CITY COMMISSION
MINUTES OF A REGULAR MEETING
JUNE 15, 2026**

A regular meeting of the Lapeer City Commission was held June 15, 2026, 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 Hing. Commissioners: Atwood, Brady, Glisman, McCarthy, Petrie.

Absent: None.

Also present: City Manager Womack, City Attorney Francis, City Clerk Sanchez.

Mayor Hing led the Pledge of Allegiance.

153 2026 06-15 30-MINUTE TIME LIMIT

Moved by McCarthy. Seconded by Petrie.

For this meeting only, discussion of each agenda item remains subject to the thirty-minute limit established by the Rules and Procedures of the City Commission and that each Commissioner be recognized, for no more than two (2) speaking turns on each agenda item unless extended by simple majority vote (3/2) of the Commission.

Ayes: Glisman, McCarthy, Petrie.

Nays: Atwood, Brady.

MOTION CARRIED 3-2.

154 2026 06-15 APPROVAL AGENDA

Moved by Petrie. Seconded by Glisman.

Approve the agenda, only consider item H-1 the closed session if the regular business of this meeting is concluded by or before 8:30 p.m., if it goes after to reschedule a special meeting for this matter.

Ayes: Glisman, McCarthy, Petrie.

Nays: Atwood, Brady.

MOTION CARRIED 3-2.

155 2026 06-15 MINUTES

Moved by Petrie. Seconded by McCarthy.

Approve the minutes of the regular meeting held June 1, 2026, striking out "Mayor Hing gaveled ~~and ruled~~ Ms. Nolan out of order several times ~~for using slanderous remarks and disrupting the meeting.~~"

Ayes: Glisman, McCarthy, Petrie.

Nays: Brady, Atwood.

MOTION CARRIED 3-2.

PUBLIC COMMENTS

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

William Sprague spoke about the actions of the Mayor and Commissioners.

Patrick Hingst spoke about the actions of the Mayor and Commissioners.

Tonna Osko spoke about scriptures and gave an invocation.

Bridgette Griffith commented on agenda item G-5.

Dylan Picarski commented on actions of the Mayor at a previous meeting.

Ken Kopnick commented on actions of the Mayor.

Susan Hough commented on free speech.

Wes Weber commented on Brookwood North.

Kelly Nolan commented on the actions of the Mayor.

Bryan Farkus commented on Brookwood North.

Cynthia Goerlitz spoke about Brookwood North.

Geraldine Carson commented on comments made at a previous meeting.

Bernadette Treece commented on the flagpole dedication and a hope for change in behavior.

John DeAngelis commented on the flagpole dedication.

Peggy Brotzke commented on freedom of speech.

Jacob LaRoy commented on agenda items and Brookwood North.

Bryan Cloutier commented on actions of the Mayor.

Dwayne Burda commented on actions of the Commissioner.

Anne Shenck commented on change and transparency and the flagpole dedication.

Tyler Dorty commented on Brookwood North.

Heidi Helfer commented on Brookwood North and actions of the Mayor.

Brenda McCummins commented on actions of the Commission.

156 2026 06-15 CONSENT AGENDA

Moved by Petrie. Seconded by Glisman.

Approve the consent agenda for June 15, 2026, as presented:

1. Special Event: Lapeer Symphony Orchestra, June 18, 2026, at 6:30 p.m., 90 Millville Rd.

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

Nays: None.
MOTION CARRIED.

157 2026 06-15 BILL LISTING

Moved by Glisman. Seconded by Petrie.

Approve the bill listing for June 15, 2026, in the amount of \$527,316.00.

ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

158 2026 06-15 DISMISS STAFF

Moved by Petrie. Seconded by McCarthy.

To allow staff to dismiss themselves with the approval of the City Manager.

Ayes: Atwood, Glisman, McCarthy, Petrie.

Nays: Brady.

MOTION CARRIED 4-1.

ADMINISTRATIVE REPORTS

159 2026 06-15 ZONING ORDINANCE AMENDMENT

Moved by Petrie. Seconded by Glisman.

Approve the rezoning of the property known as S. Lapeer Rd/Lapeer Commons, Parcel #L21-39-831-019-10 Planned Unit Development Concept Plan Amendment on the Second Reading.

Ordinance No. 2026-04

THE CITY OF LAPEER ORDAINS:

ARTICLE 7.02 MAPPED DISTRICTS 7.02.02 District Boundaries

(a) Zoning District Amendments

- (42) The following described property, zoned Planned Unit Development (PUD) is hereby subject to a modification of the previously approved PUD Concept Plan:

PARCEL #L21-39-831-019-10. LOTS 20 THROUGH 22 AND PART OF LOTS 19 AND 23 AND PART OF VACATED LINA STREET OF "SUPERVISOR'S PLAT NO. 4" AS RECORDED IN LIBER 1, PAGE 91, LAPEER COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF LOT 18 OF SAID "SUPERVISOR'S PLAT NO. 4"; THENCE N90°00'00" W, ALONG THE NORTH LINE OF SAID LOT 18, 289.44 FEET; THENCE N00°00'19"W, 79.01 FEET; THENCE S89°47'01"W, 38.00 FEET; THENCE N00°00'19" W, 256.14 FEET; THENCE N90°00'00"W, 69.08; THENCE S 45°00'00"W, 57.26 FEET; THENCE S00°21'07"W, 59.24 FEET; THENCE N90°00'00"W. 142.34 FEET TO THE WEST LINE OF LOT 23 OF SAID "SUPERVISOR'S PLAT NO. 4"; THENCE N00°00'19"W, ALONG SAID WEST LOT LINE, 134.62 FEET TO THE CENTERLINE OF SAID VACATED LINA STREET; THENCE ALONG SAID CENTERLINE, N90°00'00"W, 151.60 FEET TO THE EAST LINE OF BALDWIN ROAD (66 FEET WDIE); THENCE ALONG SAID EAST

LINE, N26°51'17"E, 146.87 FEET TO THE NORTH LINE OF SAID LOT 22; THENCE ALONG SAID NORTH LINE, S89°53'16"E, 695.09 FEET TO THE WEST LINE OF STATE HIGHWAY M-24 (120 FEET WIDE); THENCE ALONG SAID WEST LINE OF STATE HIGHWAY M-24, 501.01 FEET ALONG A CURVE TO THE LEFT, WHICH CHORD BEARS S03°26'40"W, 500.47 FEET AND RADIUS 3113.82 FEET TO THE POINT OF BEGINNING, CONTAINING 5.44 ACRES OF LAND AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY. ANNEXED 12/07

ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

160 2026 06-15 2026-2027 PROPERTY AND LIABILITY INSURANCE RENEWAL

Moved by Glisman. Seconded by McCarthy.

Approve Highstreet Insurance & Financial Services for the City of Lapeer's Property and Liability Insurance at a cost of \$348,853 for the fiscal year of July 2, 2026, through July 2, 2027, and authorize the City Manager to sign the required documents.

ROLL CALL VOTE:

Ayes: McCarthy, Petrie Atwood, Brady, Glisman,

Nays: None.

MOTION CARRIED.

161 2026 06-15 BID 2027-2028 PROPERTY AND LIABILITY INSURANCE

Moved by Petrie. Seconded by McCarthy.

To bid out the City's Property & Liability Insurance for FY 2027/2028.

ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

162 2026 06-15 FIRE PROTECTION AGREEMENT WITH MAYFIELD TOWNSHIP

Moved by Glisman. Seconded by McCarthy.

Approve the Fire Protection Agreement between the City of Lapeer and Mayfield Township for the provision of fire protection, rescue services, fire prevention services, and related emergency services for a ten-year period commencing July 1, 2026, and ending June 30, 2036, and authorize the Mayor and City Manager to execute the agreement.

ROLL CALL VOTE:

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

Nays: Petrie.

MOTION CARRIED.

163 2026 06-15 2026-2027 SOLID WASTE LICENSES

Moved by Petrie. Seconded by Glisman.

Approve the 2026-2027 Solid Waste Collection Licenses for Tri County Refuse (a.k.a. Republic Services of Flint), Rick Rhein Disposal, and GFL Environmental.

ROLL CALL VOTE:

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

Nays: None.
MOTION CARRIED.

164 2026 06-15 REVIEW AND CORRECTIVE ACTION- ATWOOD

Moved by Petrie. Seconded by McCarthy.

Moved that the City Commission adopt a corrective finding regarding Commissioner Joshua Atwood's conduct at the June 1, 2026, meeting. The Commission finds that the conduct violated Section D(6) of the Commission Rules and Procedures by speaking without recognition, failing to confine remarks to the question at hand, making personal comments regarding the Mayor's motives, and continuing to speak after repeated rulings of the chair.

The Commission further finds that this conduct correlates with Charter §C-6.6, which provides that a member who fails to conduct himself in an orderly manner at a meeting is deemed guilty of misconduct in office. This finding is not a final adjudication of misconduct in office.

The Commission also recognizes that a prior threatening statement by Commissioner Atwood to the Mayor, "You want to go toe to toe with me?", was removed from the record when the related minutes were approved under the Commission's action-only practice. The Commission clarifies that action-only minutes do not prevent the Commission from taking formal action to preserve a specific conduct concern, transcript excerpt, video reference, or corrective finding.

This action is corrective and record-preserving only. It is not a removal proceeding or final adjudication of misconduct in office. The Commission directs that the relevant transcript excerpts, video references, and this corrective finding be preserved in the record, and provides notice that continued similar conduct may be referred to the City Attorney for formal review under Charter §C-6.6

ROLL CALL VOTE:

Ayes: Glisman, McCarthy, Petrie.

Nays: Brady.

Abstain: Atwood.

MOTION CARRIED 3-1-1.

165 2026 06-15 REVIEW AND CORRECTIVE ACTION - BRADY

Moved by Petrie. Seconded by McCarthy.

Move that the City Commission adopt a corrective and record-preserving finding regarding Commissioner Stefan Brady's recurring use of points of order, appeals, motions, and division requests to obstruct business, personalize debate, repeat matters already ruled upon, or force debate on matters not properly before the Commission. These are legitimate parliamentary tools, and this finding does not diminish their proper use; it addresses Commissioner Brady's misuse of them

The Commission finds that its minutes reflect a recurring pattern of such conduct that the chair has had to rule dilatory or out of order across multiple meetings: December 1 and 15, 2025, and January 5, March 2, April 6, May 4, and May 18, 2026.

As to June 1, 2026, the Commission finds that the chair acted in good faith to enforce order based on conduct rather than viewpoint; that Commissioner Brady nonetheless raised a point of order stating no breach of the rules, used it to move to censure the chair, and placed an

accusation of "abuse of power" on the record; that the motion rested on a premise the speaker never stated and was made immediately after the City Attorney confirmed the speaker's conduct became disorderly when she failed to stop after direction; that, during deliberation, the City Attorney affirmed the Mayor's interpretation of the policy was proper and declined to call the chair's enforcement an abuse of power; and that the proper remedy for disagreement with a ruling is an appeal, not a censure of the presiding officer. The Commission finds this an improper use of parliamentary procedure under RONR §39 that functioned as a deliberate attack on the chair. The censure motion failed and established no abuse of authority.

The Commission finds that this conduct, and the sustained pattern of which it is the most recent and best-documented part, falls within the orderly-conduct concerns of Charter §C-6.6 and provides grounds for a charge of misconduct in office. The incidents documented here are representative, not exhaustive. This finding rests on the Commission's authority under Charter §C-6.7 and is not a final adjudication of misconduct in office.

The action is corrective and record-preserving only. The Commission directs that the relevant minutes, transcript excerpts, video references, and this finding be preserved in the record, and provides notice that continued similar conduct may be ruled dilatory by the chair, confined to the procedural question, or referred to the City Attorney for formal review under Charter §C-6.6.

Ayes: McCarthy, Petrie, Glisman.

Nays: Atwood.

Abstain: Brady.

MOTION CARRIED 3-1-1.

CITY MANAGER'S REPORT

City Manager Womack commented on the request from Allen Edwin Homes for reconsideration of the Denial of Application.

Commissioner Atwood raised a point of order. Mayor Hing ruled the point of order not well received.

166 2026 06-15 ALLEN EDWIN REQUEST FOR RECONSIDERATION

Moved by Atwood. Seconded by Brady.

To send the Allen Edwin request for reconsideration of denial application to the City Attorney for legal opinion.

Ayes: Atwood, Brady.

Nays: Petrie, Glisman, McCarthy.

MOTION FAILED 2-3.

Commissioner McCarthy raised a point of order. Mayor Hing ruled in favor.

Commissioner Atwood requested a special meeting for this item. Mayor Hing ruled it an improper motion.

Commissioner Atwood raised a point of order. Mayor Hing ruled in favor.

Commissioner Atwood raised a point of order. Mayor Hing ruled it as a dilatory point of order.

167 2026 06-15 ALLEN EDWIN REQUEST FOR RECONSIDERATION

Moved by Petrie. Seconded by Glisman.

To grant Allen Edwin Homes request for reconsideration of the denial of preliminary site plan approval and upon reconsideration deny the preliminary site plan approval for Brookwood North for the reasons detailed in the memo attached which will be provided to Allen Edwin Homes.

Ayes: Glisman, McCarthy, Petrie.

Nays: Atwood, Brady.

MOTION CARRIED 3-2.

168 2026 06-15 CONTRBUTION TO THE CENTER FOR THE ARTS OF GREATER LAPEER

Moved by Petrie. Seconded by Glisman.

To contribute \$5,000 To the Center for the Arts of Greater Lapeer for the America 250 Community Picnic in celebration of the 4th of July, to be held June 20, 2026, and amend the City Commission Community Promotion Budget for the contribution.

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

Nays: None.

MOTION CARRIED.

CITY ATTORNEY'S REPORT

None.

UNFINISHED BUSINESS

169 2026 06-15 RE-APPOINTMENT – LAPEER HOUSING COMMISSION

Moved by Glisman. Seconded by Petrie.

To confirm the Mayor's appointment of Robin Chesnutt to the Lapeer Housing Commission for a term to expire August 1, 2031.

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

Nays: None.

MOTION CARRIED.

DEPARTMENTAL REPORTS

The Monthly Departmental Reports were received into the record.

PUBLIC COMMENTS

Mindy Schwab spoke about the corrective reviews.

Bridgit Griffith thanked all the staff and commented on actions taken this evening.

Susan Hough commented on actions of the Mayor and Commission this evening.

Leslie Getz commented on the fire agreement.

Bernadette Treece commented about the consent agenda.

Bryan Cloutier commented on the actions of the Mayor.

William Sprague commented on actions taken this evening.

Wes Weber commented on Brookwood North.

Karen Braschayko commented on leadership.

Andrew Johnson commented on the behavior of the Mayor and Commissioners.

Susan Good commented on the effects of this Commission on the community.

Peggy Brotzke commented on other public comments.

John DeAngelis commented on actions of former commissioners.

Geraldine Carson commented on the actions of the meeting.

Ken Kopnick commented on the actions of the Commission.

Jacob LaRoy commented on actions of the Commission.

Heidi Helfer commented on actions of the Commission.

MAYOR/COMMISSIONER COMMENTS

Mayor and Commissioners made closing remarks. No further business was brought before the Commission.

170 2026 06-15 ADJOURNMENT

Having no further business, the regular meeting was adjourned at 10:51 p.m.

Jeremy Hing, Mayor

Romona Sanchez, City Clerk

**LAPEER CITY COMMISSION
MINUTES OF A SPECIAL MEETING
JUNE 25, 2026**

A special meeting of the Lapeer City Commission was held June 25, 2026, at the Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan. The meeting was called to order at 4:00 p.m.

ROLL CALL

Present: Mayor Hing.

Commissioners: Brady, Glisman, McCarthy, Petrie.

Absent: Commissioner Atwood.

Also present: City Manager Womack, Deputy City Clerk Dana Jansen.

Mayor Hing led the Pledge of Allegiance.

PUBLIC COMMENTS

Art Sieting spoke on the rebuking of Commissioners Atwood and Brady, transparency and emails, commissioner comments, and mayor comments spoken in a different language.

Ken Kopnick spoke about City Manager Womack, Board members, the City Manager's evaluation scores in public hands, and about the mayor.

Karen Braschayko spoke on the commissioners being punished, the special meeting and its expense, and fireworks clean up.

John DeAngelis spoke on the contract for the DDA Director, posts made online about emails between the mayor and commissioners.

Melissa Kaake spoke on the commission needing to do better.

Brenda Wells thanked the commission for putting their special event on the agenda.

171 2026 06-25 CONSENT AGENDA

Moved by Glisman. Seconded by McCarthy.

Approve the consent agenda for June 25, 2026, as presented:

1. Special Event: American Legion Post 116, Rachele Ray Concert, July 11, 2026, from 6:00 p.m. to 10:00 p.m., 1701 W. Genesee St.

Ayes: Brady, Glisman, McCarthy, Petrie.

Nays: None.

Absent: Atwood

MOTION CARRIED.

172 2026 06-25 CLOSED SESSION

Moved by Petrie. Seconded by Glisman.

To enter a Closed Session to discuss the Teamsters Union Contract negotiations, as permitted under Section 8(c) of the Open Meetings Act (MCL 15.268(c)).

ROLL CALL VOTE:

Ayes: Glisman, McCarthy, Petrie, Brady.

Nays: None.

Absent: Atwood.

MOTION CARRIED.

The Lapeer City Commission convened to a closed session for the purpose of discussing the Teamsters Union Contract negotiations, as permitted under Section 8 of the Open Meetings Act at 4:13 p.m. and returned to its special meeting at 5:05 p.m.

173 2026 06-25 RETURN TO SPECIAL MEETING

Moved by McCarthy. Seconded by Glisman.

To return to its special meeting.

Ayes: Brady, Glisman, McCarthy, Petrie.

Nays: None.

Absent: Atwood.

MOTION CARRIED.

174 2026 06-25 TEAMSTERS UNION CONTRACT

Moved by Glisman. Seconded by McCarthy.

To ratify the Teamsters Union Contract.

ROLL CALL VOTE:

Ayes: McCarthy, Petrie, Brady, Glisman.

Nays: None.

Absent: Atwood.

MOTION CARRIED.

175 2026 06-25 ADJOURNMENT

Having no further business, the special meeting was adjourned at 5:06 p.m.

Jeremy Hing, Mayor

Dana Jansen, Deputy City Clerk



ITEM C-1

Meeting Date: July 6, 2026
Department: Police Department
Requestor: Lt Cipielewski on behalf of Chief Howe
Agenda Item: Special Event Devonshire Car Show 7-14-26

RECOMMENDATION (motion):

Recommend approval of the special event, Devonshire Car Show.

AGENDA ITEM INFORMATION:

On 7-14-26, the Devonshire Retirement Community located at 101 Devonshire will be conducting its 21st annual Classic Car Show from 5 pm to 7 pm.

Budgeted Amount:	N/A	Funds Requested:	N/A
Funding Source:		CIP Project #:	
		Budget Amendment Needed:	
# of Bids/Quotes Obtained:		Budget Amendment Attached:	
Explanation:			

City of Lapeer

SPECIAL EVENT APPLICATION (SEA)



DIRECTIONS: Complete this application per the City of Lapeer Special Events Ordinance (Ch.52 Special Event) and the Rules and Regulations and return it to the either Parks & Rec Department (for events at a City Park) or the City Clerk's Office at a minimum of **45** calendar days before the starting date of the event.

If you request an event in a CITY PARK, YOU MUST SUBMIT YOUR PARK RESERVATION WITH YOUR APPLICATION. All Special Event Applications should be submitted directly to the City Clerk's Office, 576 Liberty Park, Lapeer, MI, 48446 or it can be emailed to clerk@ci.lapeer.mi.us.

Sponsoring Organization
(Legal Name)

Devonshire Retirement Vlg

Phone #

810-245-7646

Address

101 Devonshire Dr. Lapeer

Organization Event
Coordinator/Contact

Crystal Nikora

Phone #

→ office 810-538-2537

Event Coordinator/
Contact Address

101 Devonshire Dr. Lapeer MI 48446

Coordinator/Contact Email

crystal.nikora@devonshireretirementvillage.com

Event Name

21st Annual Classic Car Show

Purpose of Event

Car Show

Event Location

101 Devonshire Dr.
Lapeer

Have you
reserved your
park/pavilion?

Yes / No

*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

7/14/26

Event Time

5:00 - 7:00pm

of Event

Organizational Team

of Expected
Attendees:

Describe the activities
taking place at your event:

car show

Please check what will be part of your event:

☒

Music**

☐

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: George Sabb Entertainment

*See Rules and Regulations

Please check what you request the City to supply:

FOR OFFICE USE ONLY:

SPECIAL EVENT REVIEW COMMITTEE APPROVALS

☐ City Manager	☐ Police Chief
☐ Fire Chief	☐ DPW Director
☐ Parks & Rec Director	☐

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

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

Please check what type of event is this:

A description of the type of event can be found on page 4, B.1-5.

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

INDEMNIFICATION AGREEMENT

The Devonshire Retirement Village 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: C. Nikola Date: 5/26/20

Witness: _____ Date: _____

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): Third Tuesday in June

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] 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.

5/26/20

Date

C. NUROLA

Signature of Sponsoring Organization's Agent

SUBMIT THIS APPLICATION at least **45** calendar days before the first day of the event to the City of Lapeer, City Clerk's Office, 576 Liberty Park, Lapeer MI 48446.

Be sure to include the following with the application:

☒	Complete Signed Application.
☐ N/A	Park Reservation (as needed).
☒	Certificate of Insurance –Naming City of Lapeer as additionally insured.
☐ N/A	Event Map.
☐ N/A	If Non-Profit provide proof of IRS 501c(3) status.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2026

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 MARSH USA LLC. 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661	CONTACT NAME: Marsh Business & Client Services	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
	E-MAIL ADDRESS: Chicago.CertRequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Everest Indemnity Insurance Company	10851
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-011172657-03 **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	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			SB00000007-266 Retention: \$500,000	05/01/2026	05/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 POLICY AGGREGATE \$ 10,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: July 14th 2026 Food Truck

Insured Location: Senior Living Devonshire, 155 Devonshire Dr, Lapeer, MI 48446

The following entities are included as an insured: WELL 1031 Holdco 1 LLC, 101 Devonshire Drive Opco LLC, Senior Village Management, LLC, CSIG Holding Company LLC

City of Lapeer is an additional insured with respect to General Liability as required by written contract and subject to the terms and conditions of the policy

CERTIFICATE HOLDER

City of Lapeer 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 <i>Marsh USA LLC</i>



ITEM C-2

Meeting Date: July 6, 2026
Department: Police Department
Requestor: Chief Jeremy Howe
Agenda Item: Special Event

RECOMMENDATION (motion):

Approve the event as presented.

AGENDA ITEM INFORMATION:

The Lapeer HOG Chapter #2286 would like to host a social gathering at 1491 S. Lapeer Rd. The event will take place from July 30th to August 2nd, 2026, from 8:00 a.m. to 9:00 p.m. The event will be held on private property and will not require any city services. They will have rustic camping for the duration of the event. They will have tents, tables, and chairs for large BBQ meals. The event is expected to bring approximately 80 attendees. Insurance for the event has been provided.

Budgeted Amount:		Funds Requested:	
Funding Source:		CIP Project #:	
		Budget Amendment Needed:	
# of Bids/Quotes Obtained:		Budget Amendment Attached:	
Explanation:			

City of Lapeer

SPECIAL EVENT APPLICATION (SEA)



DIRECTIONS: Complete this application per the City of Lapeer Special Events Ordinance (Ch.52 Special Event) and the Rules and Regulations and return it to the either Parks & Rec Department (for events at a City Park) or the City Clerk's Office at a minimum of **45** calendar days before the starting date of the event.

If you request an event in a CITY PARK, YOU MUST SUBMIT YOUR PARK RESERVATION WITH YOUR APPLICATION. All Special Event Applications should be submitted directly to the City Clerk's Office, 576 Liberty Park, Lapeer, MI, 48446 or it can be emailed to clerk@ci.lapeer.mi.us.

Sponsoring Organization
(Legal Name) Lapeer HOG Chapter #2286 Phone # 313-910-8959

Address 1491 S. Lapeer Rd, Lapeer, MI 48446

Organization Event
Coordinator/Contact George Balcewicz Phone # 313-910-8959

Event Coordinator/
Contact Address 1003 Winifred Dr., Holly, MI 48442

Coordinator/Contact Email Balcewicziii@aol.com

Event Name Lapeer HOG Chapter Rodeo

Purpose of Event Social Gathering

Event Location 1491 S. Lapeer Rd Lapeer, MI 48446

Have you reserved your park/pavilion? ☐ Yes / No ☒ *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 July 30, 2026 thru August 2, 2026 Event Time 8 am to 9pm daily

of Event 15 # of Expected Attendees: 80

Organizational Team

Describe the activities
taking place at your event:

Rustic camping for the duration of the event. Set up tent with tables and chairs for BBQ meal cooked my members on Saturday August 1, 2026. Set up area for games for both motorcycles and members. This event is to be attended by membership of Lapeer HOG Chapter #2286 on private property.

Please check what will be part of your event:

☐ Music**	☐ Animals** (such as a petting zoo)	☐ Selling of food*	☐ Posted Signage of Event*
☒ Tents	☐ Wedding	☐ Selling of drinks*	☐ Liquor/Beer or Wine*

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

Not applicable

*See Rules and Regulations

Please check what you request the City to supply:

FOR OFFICE USE ONLY:

SPECIAL EVENT REVIEW COMMITTEE APPROVALS

☐ City Manager	☐ Police Chief
☐ Fire Chief	☐ DPW Director
☐ Parks & Rec Director	☐

☐ Picnic Tables Qty:	☐ Electricity Turned on/off	☐ Other:	
☐ Trash Containers Qty:	☐ Road Crossing Guards Qty:		
☐ Road Closures List:	No city resources are requested for event		

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

Please check what type of event is this:

A description of the type of event can be found on page 4, B.1-5.

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

INDEMNIFICATION AGREEMENT

The **Lapeer HOG Chapter #2286** 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: [Signature] Date: 6-14-26

Witness: [Signature] Date: 6-14-26

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): August 5, 2027 thru August 8, 2027

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.

6-14-26
Date


Signature of Sponsoring Organization's Agent

SUBMIT THIS APPLICATION at least **45** calendar days before the first day of the event to the City of Lapeer, City Clerk's Office, 576 Liberty Park, Lapeer MI 48446.

Be sure to include the following with the application:

- | | |
|--------------------------|--|
| ☐ | Complete Signed Application. |
| ☐ | Park Reservation (as needed). |
| ☐ | Certificate of Insurance –Naming City of Lapeer as additionally insured. |
| ☐ | Event Map. |
| ☐ | If Non-Profit provide proof of IRS 501c(3) status. |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2026

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.

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PRODUCER Harley-Davidson Insurance 9850 Double R Blvd Suite 100 ATTN: Sara Flores Reno NV 89521-2987		CONTACT NAME: PHONE (A/C, No, Ext): (800) 832-4449 FAX (A/C, No): (800) 307-6133 E-MAIL ADDRESS:		
INSURED Harley-Davidson Motor Co. and Harley Owners Group (H.O.G.) 3700 West Juneau Avenue Milwaukee WI 53208		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Mid-Continent E & S Insurance Company		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** CL25121700145**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
10	☒ COMMERCIAL GENERAL LIABILITY			09SL000023651	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	Participant		MED EXP (Any one person) \$ 0				
	☒ Legal Liability		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 5,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 5,000,000
	OTHER:						\$
10	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	☐	☐					\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Event:2286 LaPeer Chapter Chapter Rodeo July 30th-August 2 2026 8:00am - 9:00pm
Tier:1
LOC:Ray'C H-D
Additional Insured:
City of LaPeer Remarks: See Page 2
General Aggregate Limit Applies Per Sanctioned Event

CERTIFICATE HOLDER**CANCELLATION**

2286 LaPeer Chapter 6396 Burnside Rd Brown City MI 48416	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
--	---

AGENCY CUSTOMER ID: 00496502

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Harley-Davidson Insurance		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

City of LaPeer is added on as additional insured with regards to the use of their propety on July 30th to August 2nd. by the LaPeer H.O.G. Chapter. Coverage applies only for covered loss that is caused by wrongful acts committed by the above described chapter. All participants must sign the HOG release forms out of the most recent chapter handbook. Meat will need to be thoroughly cooked. When meat is not being cooked, it must be refrigerated/frozen. Gloves/Masks must be worn when preparing food.No coverage for Liquor Liability/Entertainment/Food Drink & Providers/Vendors/Dealer Activities. If this event is cancelled, you must notify us with 5 business days. Failure to do so will result in the Chapter being responsible for paying the full premium for this event



ITEM C-3

Meeting Date: July 6, 2026
Department: Police Department
Requestor: Chief Jeremy Howe
Agenda Item: Special Event HDC Fun Fair

RECOMMENDATION (motion):

Approve the event.

AGENDA ITEM INFORMATION:

The event is called, "HDC Fun Fair" and is sponsored by the Human Development Commission. The event will take place on August 11, 2026, at 1:00 p.m. to 3:00 p.m. at Cramton Park. The event is expected to have 350 participants, which will include music. The purpose of the event is to bring awareness to agency services.

Budgeted Amount:	N/A	Funds Requested:	N/A
Funding Source:		CIP Project #:	
		Budget Amendment Needed:	
# of Bids/Quotes Obtained:		Budget Amendment Attached:	
Explanation:			

RECEIVED

JUN 15 2026

CITY MANAGER
LAPEER, MI

City of Lapeer SPECIAL EVENT APPLICATION (SEA)

DIRECTIONS: Complete this application per the City of Lapeer Special Events Ordinance (Ch.52 Special Event) and the Rules and Regulations and return it to the either Parks & Rec Department (for events at a City Park) or the City Clerk's Office at a minimum of 45 calendar days before the starting date of the event.

If you request an event in a CITY PARK, YOU MUST SUBMIT YOUR PARK RESERVATION WITH YOUR APPLICATION. All Special Event Applications should be submitted directly to the City Clerk's Office, 576 Liberty Park, Lapeer, MI, 48446 or it can be emailed to clerk@ci.lapeer.mi.us.

Sponsoring Organization
(Legal Name)

Human Development Commission Phone # 810-667-7034

Address

1559 Imlay City Road, Lapeer

Organization Event
Coordinator/Contact

Vanessa Cole Phone # 989-326-7657

Event Coordinator/
Contact Address

429 Montague Ave, Caro

Coordinator/Contact Email

vanessac@hdc-caro.org

Event Name HDC Fun Fair

Purpose of Event Free Family Fun to bring awareness to agency services

Event Location

Cramton Park

Have you
reserved your
park/pavilion?

☒ Yes / No ☐

*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

August 11, 2026

Event Time

1:00 p.m. - 3:00 p.m.

of Event

Organizational Team

989-673-4121

of Expected
Attendees:

350

Describe the activities
taking place at your event:

Please check what will be part of your event:

☒

Music**

☐

Animals**
(such as a petting zoo)

☐

Selling of food*

☒

Posted Signage of
Event*

☐

Tents

☐

Wedding

☐

Selling of drinks*

☐

Liquor/Beer or Wine*

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

*See Rules and Regulations

Please check what you request the City to supply:

FOR OFFICE USE ONLY:

SPECIAL EVENT REVIEW COMMITTEE APPROVALS

☐ City Manager	☐ Police Chief
☐ Fire Chief	☐ DPW Director
☐ Parks & Rec Director	

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

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

Please check what type of event is this:

A description of the type of event can be found on page 4, B.1-5.

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

INDEMNIFICATION AGREEMENT

The Human Development Commission 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: Joe K. Oberbecker Date: 6/30/26

Witness: Marideth Nigola Date: 6/30/26

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): August

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.
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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.

10/10/20
Date

Monessa Cole
Signature of Sponsoring Organization's Agent

SUBMIT THIS APPLICATION at least 45 calendar days before the first day of the event to the City of Lapeer, City Clerk's Office, 576 Liberty Park, Lapeer MI 48446.

Be sure to include the following with the application:

☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐

- Complete Signed Application.
- Park Reservation (as needed).
- Certificate of Insurance –Naming City of Lapeer as additionally insured.
- Event Map.
- If Non-Profit provide proof of IRS 501c(3) status.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2025

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
Emil Rummel Agency, Inc.
522 S Main St
Frankenmuth MI 48734

CONTACT
NAME: Stacey Proton
PHONE (A/C, H, Ext): 989-652-6104 FAX (A/C, H): 989-652-8919
E-MAIL: sproton@rummelinsurance.com
ADDRESS: sproton@rummelinsurance.com

INSURED
Human Development Commission
429 Montague St
Caro MI 48723-1921

HUMADEV-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	18058
INSURER B: Accident Fund General Insurance Company	12304
INSURER C: Lloyd's Underwriters	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1518344701

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 SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☒ LOC OTHER:		PHPK2602578	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PHPK2602578	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		PHU8881643	10/1/2025	10/1/2026	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 ☐ N/A	100062086	10/1/2025	10/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber		ESO0640521287	10/1/2025	10/1/2026	Limit: Deductible: \$1,000,000 \$2,500

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

CERTIFICATE HOLDER

CANCELLATION

SAMPLE FOR INFORMATION ONLY
YOU WILL NOT BE NOTIFIED IF COVERAGE IS TERMINATED
USA

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

Stacey Proton



Invoice

Print Date: 6/15/2026 8:21 AM

Create Date: 5/14/2026 9:20 AM

Invoice Date

5/14/2026

City of Lapeer

880 S. Saginaw Street

Lapeer, MI 48446

Invoice Number

0211217

Invoice Status

OPEN

Payer: **Vanessa Cole**
429 MONTAGUE AVE
caro, MI 48723

Due Date: 5/14/2026

Balance Due: \$70.00

Description	Registrant	Qty	Unit Price	Sec Dep	Amount Due	Amount Paid
Cramton Park North East Pavilion (Horseshoe) From 8/11/2026 6:00 AM to 8/11/2026 10:30 PM	Vanessa Cole	1	70.00	0.00	70.00	0.00

Sub Total 70.00

Sales Tax 0.00

Total 70.00

Less Amount Paid 0.00

Balance Due \$70.00

Program & Facility Notes

Facility: Cramton Park North East Pavilion (Horseshoe)

Two Parking Lots; Electricity.

[View Park Rules & Regulations](https://lapeerpr.recdesk.com/RecDeskPortal/Portals/476/Park%20Use%20Rules%20for%20Pavilions.pdf)

Print this off and use it as the Park Permit during your event.



ITEM D-1

To: Mayor and City Commission
From: Kelly Hanna, Director of Financial Services
Date: July 6, 2026
RE: Bill Listing – June 5, 2026, through June 25, 2026

STAFF RECOMMENDATION

Approve the bill listing as presented.

CURRENT OR NEW INFORMATION

I, Kelly Hanna, Director of Financial Services, have reviewed the bills for June 5, 2026, through June 25, 2026, in the total amount of **\$1,988,187.80** and find them to be proper charges.

Budgeted Amount:	N/A	Funds Requested:	N/A
Funding Source:		CIP Project #:	
		Budget Amendment Needed:	
# of Bids/Quotes Obtained:		Budget Amendment Attached:	
Explanation:			

CHECK REGISTER FOR CITY OF LAPEER
CHECK DATE FROM 06/05/2026 - 06/25/2026

Check Date	Check	Vendor Name	Amount
06/18/2026	600127	DIPONIO CONTRACTING, LLC	1,634,803.46
06/18/2026	3948(A)	BIOTECH AGRONOMICS, INC.	79,244.06
06/18/2026	3973(E)	DTE ENERGY	73,749.14
06/25/2026	3979(E)	US BANK	28,750.86
06/18/2026	3958(A)	MICHIGAN MUNICIPAL WORKERS	27,499.00
06/18/2026	3951(A)	ETNA SUPPLY	20,498.63
06/18/2026	3970(A)	WEX BANK	11,072.88
06/18/2026	600157	VIRTUAL TECHNOLOGIES GROUP LLC	10,420.56
06/18/2026	600154	U.S. POSTMASTER	8,600.00
06/18/2026	3955(A)	GREEN MEADOWS LAWNSCAPE, INC.	8,028.85
06/18/2026	3972(E)	CONSUMERS ENERGY	7,572.07
06/18/2026	600141	MI DEPT OF TREASURY	5,326.11
06/18/2026	600150	T. P. ISRAEL CO INC	5,215.00
06/18/2026	3957(A)	MES SERVICE COMPANY, LLC	5,115.24
06/18/2026	3949(A)	CORRIGAN OIL II, INC.	4,760.35
06/18/2026	3946(A)	BATCO INC	4,487.50
06/18/2026	3971(E)	CITY OF LAPEER	3,750.08
06/18/2026	3966(A)	THE LAB DEPOT, INC.	2,919.88
06/18/2026	600129	DOMBROWSKI, DEWAYNE	2,900.00
06/18/2026	3968(A)	VIEW NEWSPAPERS	2,746.60
06/18/2026	3945(A)	APOLLO FIRE APPARATUS SALES/SERVICE	2,678.30
06/18/2026	3947(A)	BIG TEN CLEANING SERVICES LLC	2,275.00
06/18/2026	600151	TETRA TECH, INC.	2,202.08
06/18/2026	600137	JOHNSON & WOOD L.L.C	2,035.50
06/18/2026	3956(A)	MAUK, JODI	1,980.77
06/18/2026	3964(A)	SMITH, SHANNON	1,980.77
06/18/2026	3944(A)	ACTION FENCE	1,960.00
06/18/2026	600126	DELYNN'S DESIGNS, INC	1,843.30
06/18/2026	600140	MGS ELECTRIC INC.	1,724.00
06/18/2026	600122	AMERICAN GLASS TINTING LLC	1,658.36
06/18/2026	600145	NORTH OAKLAND EAR, NOSE & THROAT	1,450.00
06/18/2026	3967(A)	TODD'S GLASS, MIRRORS & MORE LLC	1,400.00
06/18/2026	3978(E)	WINDSTREAM	1,187.84
06/18/2026	3963(A)	ROWE INC	1,120.00
06/18/2026	3965(A)	TAYLOR, SARAH	1,096.15
06/18/2026	3969(A)	WEST SHORE SERVICES, INC	1,065.22
06/18/2026	600142	MICHIGAN RURAL WATER ASSOC	1,000.00
06/18/2026	600156	VILLAGE PRINTING	1,000.00
06/18/2026	600153	TRW LANDSCAPES LLC	891.00
06/18/2026	600132	FORSTER, MEGEN	874.50
06/18/2026	600134	HOMER CONCRETE PRODUCTS	863.82
06/18/2026	600143	MODERN OF METAMORA LLC	830.00
06/18/2026	3962(A)	RIGHT TOUCH LANDSCAPING INC	700.00
06/18/2026	600148	SHIRLEY'S DRY CLEAN. & ALTERATIONS	687.46
06/18/2026	3961(A)	RICK RHEIN DISPOSAL	631.09

06/18/2026	600120	ACTION MUNICIPAL SUPPLY, LLC	597.05
06/18/2026	3959(A)	NYE UNIFORM CO	481.41
06/18/2026	600158	ZIELINSKI, MICHAEL	400.00
06/18/2026	3976(E)	ISOLVED, INC.	372.61
06/18/2026	600155	UNIFIRST CORPORATION	336.49
06/18/2026	600131	FENTON MEMORIALS & VAULTS, INC.	312.00
06/18/2026	600136	JAY'S SEPTIC	290.00
06/18/2026	3974(E)	GRANITE TELECOMMUNICATIONS, LLC	263.07
06/18/2026	3960(A)	ON DUTY GEAR, LLC	251.98
06/18/2026	600138	LAPEER CO EMS AUTHORITY	242.00
06/18/2026	600130	ECKER MECHANICAL CONTRACTORS, INC	200.00
06/18/2026	600152	TRI COUNTY EQUIPMENT	198.54
06/18/2026	3950(A)	D & K TRUCK COMPANY INC.	184.46
06/18/2026	600139	MARCO TECHNOLOGIES, LLC	180.24
06/18/2026	600123	ARNOLD'S AUTO WASH	164.00
06/18/2026	600146	SANCHEZ, ROMONA	153.00
06/18/2026	3954(A)	FLUSHING URGENT CARE PLC	150.00
06/18/2026	3975(E)	INVOICE CLOUD	130.00
06/18/2026	600144	NEWBERY, KATHY	122.00
06/18/2026	3953(A)	FLINT WELDING SUPPLY CO	101.25
06/18/2026	600121	ALLIED SIGNS, INC	100.00
06/18/2026	600124	BATHWORKS, INC	100.00
06/18/2026	600133	HOME INSPECTION PLUS	100.00
06/18/2026	600149	STATE OF MICHIGAN	80.00
06/18/2026	600147	SCHOPIERAY, DAVID	26.23
06/18/2026	600125	CASH	20.00
06/18/2026	600135	JAROS, BRENTON	19.79
06/18/2026	3952(A)	FASTENAL COMPANY	9.79
06/18/2026	600128	DOBIS, RENEE	4.44
06/18/2026	3977(E)	STATE OF MICHIGAN	2.02
TOTAL			<u>\$1,988,187.80</u>

CITY OF LAPEER
Proclamation
In Recognition of Denise Soldenski

WHEREAS, Denise Soldenski began her employment with the City of Lapeer on September 13, 2004, as a part-time HCV Specialist; was promoted to Housing Grant Administrator on December 5, 2005; became the full-time Housing Grant Administrator on July 1, 2006; January 22, 2013, became Interim Director of Housing and Neighborhood Development; and was subsequently promoted to Director of Housing and Neighborhood Development on February 11, 2013.

WHEREAS, Denise has faithfully served as on the Lapeer County Land Bank board, improved the market value of City of Lapeer Neighborhoods with valuable grant programs and has contributed to Neighbors Helping Neighbors, while fostering relationships with several local, State and Federal agencies; and

WHEREAS, Denise has demonstrated exceptional leadership by building strong community partnerships, administering housing and rehabilitation programs, implementing the Rental Assistance Demonstration (RAD) program, overseeing major improvements to Lapeer Riverview Towers, and successfully managing the Housing Choice Voucher Program throughout the City of Lapeer and the Counties of Lapeer, Tuscola, and Huron while maintaining high performance standards; and

WHEREAS, throughout her career, she has consistently demonstrated exceptional organizational ability, a strong work ethic, and a steadfast commitment to public service, proving herself to be an invaluable asset to the City of Lapeer through her dedication, integrity, and professionalism; and

WHEREAS, Denise will retire on July 14, 2026, after more than 21 years of exemplary service to the City of Lapeer, leaving behind a legacy of excellence and a community and colleagues who are deeply grateful for her contributions.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Jeramy Hing, along with the Lapeer City Commission, do hereby honor and express our sincere appreciation to Denise Soldenski for her outstanding public service, and extend our heartfelt wishes for continued health, happiness, and fulfillment in her retirement.

Dated this 6th day of July 2026.

Established 1833

 Jeramy Hing, Mayor

 Joshua Atwood, Commissioner

Joshua Atwood, Commissioner

 Linda Glisman, Commissioner

Linda Glisman, Commissioner

 Melissa Petrie, Mayor Pro Tem

Melissa Petrie, Mayor Pro Tem

 Stefan Brady, Commissioner

Stefan Brady, Commissioner

 Lynne McCarthy, Commissioner

Lynne McCarthy, Commissioner

 Mike Womack, City Manager

Mike Womack, City Manager



ITEM G-1

Meeting Date: July 6, 2026
Department: Building, Planning and Zoning
Requestor: Wade Burkholder, Planning Consultant
Samantha Fountain, Community and Economic Development Director
Agenda Item: Rezoning Request – 822 West Street – Dortch Enterprises; Parcel No. L21-33-306-040-00 from OS-1 Office Service District to B-2 General Business.

RECOMMENDATION (motion):

To approve on first reading the request by Bob Grabowski with Dortch Enterprises to rezone 822 West Street (#L21-33-306-040-00) from OS-1 Office Service to B-2 General Business because the request meets the Standards in Section 7.23.06(b) for approval of a rezoning and schedule the second reading for July 20, 2026.

AGENDA ITEM INFORMATION:

On June 11, 2026, the Planning Commission held a public hearing to consider a request from Bob Grabowski of Dortch Enterprises to rezone 822 West Street – Dortch Enterprises: Parcel No. L21-33-306-040-00 from OS-1 Office Service District to B-2 General Business.

The intended use is for a drive-through only coffee establishment. The applicant submitted a conceptual site plan outlining the proposed changes to the parcel to include:

- The applicant intends to demolish all but 795 square feet of the existing buildings located on site currently and intends to repurpose the remaining square footage for the new establishment.
- Additional parking and stacking spaces for the drive-through is required.
- Landscaping will be required meeting the ordinance.
- A counter-clockwise flow of traffic is proposed to access the drive-through proposed on site.

Mike Cummings, franchisee owner for Bigby, spoke on their submittal and responded to questions on any potential future plans to develop the west side of the property.

Discussion was held on how the flow of traffic on the conceptual plan is moving counter to street traffic in order to utilize the existing building and suggestions were made to do a north curb cut that allows use for two-way traffic.

Attachments

Budgeted Amount:	N/A	Funds Requested:	N/A
Funding Source:		CIP Project #:	
		Budget Amendment Needed:	
# of Bids/Quotes Obtained:		Budget Amendment Attached:	
Explanation:			

Ordinance No. 2026-05

Ordinance No. 2026-05 had a first reading by the City Commission at the regular meeting of the Lapeer City Commission on Monday July 6, 2026, at 6:30 p.m. in the Lapeer City Commission Chambers of Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan.

THE CITY OF LAPEER ORDAINS:

ARTICLE 7.02 MAPPED DISTRICTS 7.02.02 District Boundaries

(a) Zoning District Amendments

(43) The following described property formerly zoned OS-1 Office Service is hereby rezoned to B-2 General Business:

- PARCEL #L21-33-306-040-00. CITY OF LAPEER T7N, R10E, SEC 8, RICH'S ADDITION OUT LOT 2

AYES:

NAYS:

ABSENT:

ABSTAIN:

MOTION CARRIED. AMENDMENT TO CHAPTER 7 ADOPTED.

1st Reading:

2nd Reading:

Published:

Effective:

Ordinance Effective Date: After adoption, ordinance shall take effect 7 days after publication, unless given immediate effect by City Commission.

**CITY OF LAPEER
MINUTES OF A REGULAR
PLANNING COMMISSION MEETING
JUNE 11, 2026**

A regular meeting of the City of Lapeer Planning Commission was held at 6:30 p.m. on Thursday, June 11, 2026, at Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan.

Members Present: Chair Austin Kelly, Vice Chair Doug Roberts and Commissioners Jeramy Hing, Catherine Bostick-Tullius, Jeff Pattison, Marty Johnson, Audrey Brady and Josh Atwood.

Members Absent: None.

Also Present: Rowe Professional Services Company Planning Consultant Wade Burkholder, City Manager Mike Womack, Community and Economic Development Director Samantha Fountain, and Recording Secretary Alexandria McLean.

Chair Kelly called the meeting to order at 6:30 p.m.

AGENDA APPROVAL

303 2026 06-11 Agenda Approval

Motion by Brady. Seconded by Roberts.

To approve the agenda for the June 11, 2026, meeting as presented.

Ayes: Commissioners Kelly, Roberts, Johnson, Bostick-Tullius, Hing, Atwood, Pattison and Brady.

Nays: None.

Absent: None.

MOTION CARRIED.

MINUTES

304 2026 06-11 Meeting Minutes

Motion by Bostick-Tullius. Seconded by Atwood.

Approve the minutes of the regular meeting held on May 14, 2026, as presented.

Ayes: Commissioners Kelly, Roberts, Johnson, Bostick-Tullius, Hing, Atwood, Pattison and Brady.

Nays: None.

Absent: None.

MOTION CARRIED.

PUBLIC COMMENTS

There were no comments from the public.

PUBLIC HEARING SCHEDULED

Rezoning – 822 West Street – OS-1 to B-2

Consultant Burkholder reviewed the request received from Bob Grabowski with Dortch Enterprises to rezone 822 West Street, parcel #L21-33-306-040-00, from OS-1 to B-2 in

order to operate a drive-thru only coffee shop on the site. Burkholder reviewed aerial photos of the subject site and surrounding area and uses, the Zoning and Future Land Use Map designations for the site of Commercial – General Business. Burkholder also reviewed the Standards for Approval and staff findings for the request, including that the intended use would require a Special Land Use and site plan review. Burkholder reported the request to rezone to B-2 is consistent with the Master Plan, meets Standard #1 and #2 in Section 7.23.06.B, and that the B-2 zoning classification allows for a wider variety of permitted uses on the parcel.

Chair Kelly opened the public hearing at 6:40 p.m.

Mike Cummings, franchisee owner for Bigby, spoke on their submittal and responded to questions on any potential future plans to develop the west side of the property.

There being no further comments, the public hearing was closed at 6:43 p.m.

Discussion was held on how the flow of traffic on the conceptual plan is moving counter to street traffic in order to utilize the existing building and suggestions were made to do a north curb cut that allows use for two-way traffic.

305 2026 06-11 Rezoning – 822 West Street – OS-1 to B-2

Motion by Kelly. Seconded by Hing.

To recommend the City Commission approve the request by Bob Grabowski with Dortch Enterprises to rezone 822 West Street (#L21-33-306-040-00) from OS-1 Office Service to B-2 General Business because the request meets the Standards in Section 7.23.06(b) for approval of a rezoning.

Ayes: Commissioners Kelly, Roberts, Johnson, Bostick-Tullius, Hing, Atwood, Pattison and Brady.

Nays: None.

Absent: None.

MOTION CARRIED.

SITE PLAN REVIEWS

There were no site plans to be reviewed.

OTHER BUSINESS

Site Plan Extension – Davison Rd. (L21-18-180-001-00) – Telco Hut

Consultant Burkholder reviewed the site plan approval status of the Telco Hut project to construct a 200 square foot telecommunication structure on Davison Road parcel #L21-18-180-001-00. The site plan received Planning Commission contingent approval on June 12, 2025. Burkholder reviewed the site location, proposed site plan, and the applicant's correspondence requesting the approval extension.

Discussion was held on the previously granted contingent site plan approval due to the concrete drive. Rob Andrzejewski, the applicant from 123.Net, was present and clarified that they would be requesting a variance for a gravel drive.



Memorandum

To: City of Lapeer, Planning Commission
From: Wade Burkholder, Planning Consultant
Date: June 2, 2026
RE: Rezoning Request – Dortch Enterprises – 822 West Street
 Parcel: L21-33-306-040-00

The applicant, Dortch Enterprises/Bob Grabowski, has submitted a request to rezone 822 West Street from Office Service District to B-2 General Business. According to City records, the property is improved with 1,289 square feet of existing structures within three buildings located on site. The applicant has requested this rezoning with the intent of demolishing two buildings and reducing the size of the main building, as shown on the applicant's preliminary site plan, included with this review. The applicant states the proposal is to operate a drive-through coffee shop from an existing 795 square foot building. If this rezoning is approved, a site plan review would be required based on the proposed use of the site by the applicant. Drive-through restaurants additionally require Special Land Use approval in the B-2 Zoning District.

Surrounding Properties, Zoning and Land Use			
North: B-2, General Business. Qualified Staffing and Elga Credit Union	South: OS-1, Office Service. 830 West Street LLC B-2 General Business. Culver's	East: B-2, General Business. Subway	West: B-3, Regional Business. Meijer



Conceptual Plan Comments

The attached conceptual plan was included with the rezoning application for this case. This plan is currently, purely conceptual and is not being offered as a condition to the rezoning. Following comments are based on an initial review, comments should not be considered as completed site plan review comments rather comments the applicant should consider when preparing site plan and special land use applications.

- Parking Lot Location:
 - 822 West Street is a corner lot with frontage on both West Street and an asphalt drive, with Harrison Street at the back of the property.
 - Parking would be located to the side of the property parallel to 830 West Street, with one spot on the opposite side, along the asphalt drive.
- Number of Parking Spaces:
 - Restaurants, fast-food with drive-through windows, including coffee shops, cafes, delicatessens, etc. are required to have 1 space per 80 square feet of GFA, plus stacking space for drive-through windows. There must also be up to 2 double-length spaces designated for recreational vehicles and semi-trucks, as required for sites in proximity to M-24).
 - The applicant has proposed four (4) parking spaces.
 - $795 \text{ square feet} / 80 = 9.9 \text{ spaces}$
 - The structure would be 795 square feet.
 - While the current concept plan shows 4 parking spaces, it is safe to assume, based on the space available on-site, the Applicant could comply with this requirement.
- Setback requirements:
 - Section 7-6.03 states that structures in the B-2 district must have a minimum front setback of 30 feet. The current setback of 7.2 feet in the proposed plan does not meet this requirement.
- Stacking requirements for drive-through facilities:
 - Section 7-16.07 required drive-through restaurants to have 8 stacking spaces per window. The proposed stack is 5 vehicles. 3 more stacking spaces are required if the building is considered a drive-through restaurant.
- Curb Cut Proposed:

Section 7-16.08 states curb openings and driveway approaches, allows for only one curb opening to be installed per 100 linear feet of street frontage.

 - There are 103.94 feet of road frontage in the proposed site plan. There are two curb openings in the site plan, which exceeds the one curb opening allowed for the amount of street frontage.
- Additional Requirements for Drive-Through Businesses:

- A setback of at least 60 feet must be maintained from the right-of-way line of any existing or proposed street and the drive-through window. This setback is not in the concept plan.
- The location, setbacks, and landscaping requirements for the proposed site work will be reviewed once a more detailed site plan application has been submitted to the City.

REZONING STANDARDS OF APPROVAL

To grant approval of a rezoning request, one of the following must be found true per Section 7.23.06.B:

- (1) The requested amendment is in compliance with the City Master Plan or that a mistake in the plan or changes in conditions or City policy have occurred that are relevant to the request. If the Planning Commission recommends approval of a request that is not in compliance with the current plan due to a mistake or change in conditions or policy, it shall immediately initiate an amendment to the plan to address the identified mistake or change.
- (2) The property cannot be reasonably used as it is currently zoned and the proposed request represents the most suitable alternative zoning classification based on the City Master Plan.

APPLICANT'S RESPONSE FOR REZONING

The applicant did not provide any comment to support their rezoning request in their application. However, based on the preliminary concept plan provided by the applicant, the intent of the applicant with this rezoning request is to redevelop this site for a commercial restaurant/drive-through use.

STAFF FINDINGS

The City's Future Land Use map identifies the subject parcel as planned for "Commercial – General Business." The Future Land Use Plan states that this classification corresponds to the B-2 General Business zoning district. This classification is in direct compliance with the requested rezoning to B-2, which aligns with approval standard (1) for rezonings, section 7-23.06.B.

RECOMMENDATIONS

Based on the information provided, the request meets Standard #1 in Section 7.23.06.B of the zoning ordinance. Therefore, staff encourages the Planning Commission to recommend approval of the rezoning request to the City Commission.

REFERENCE MATERIAL

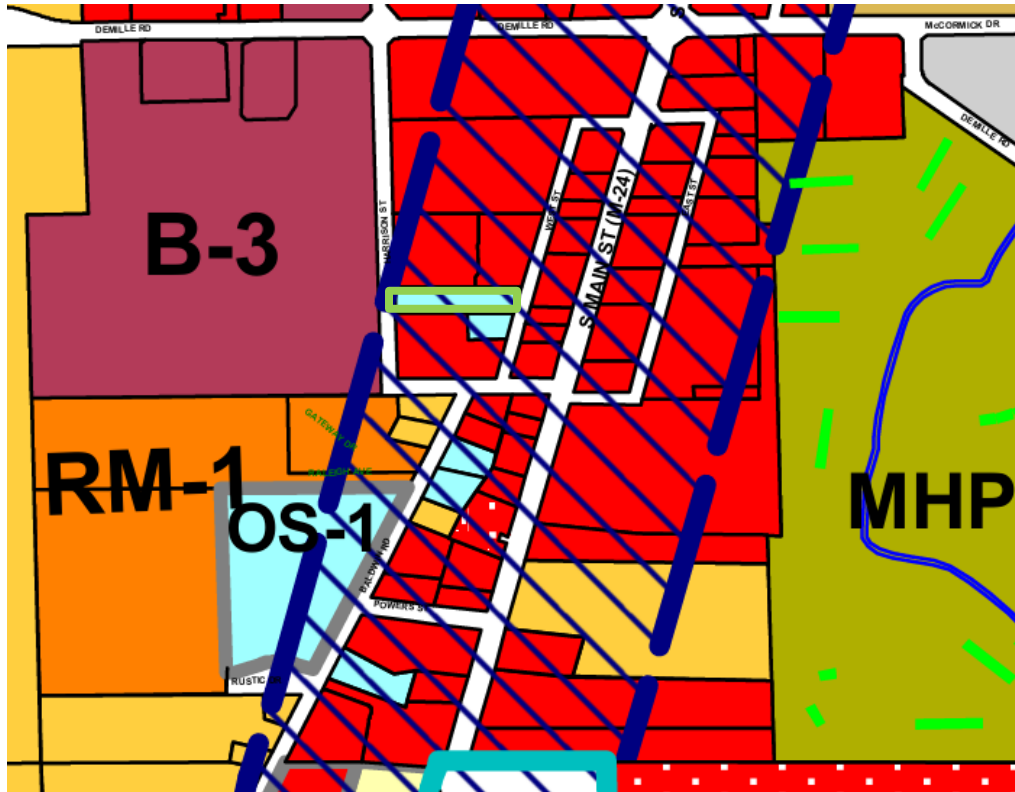
Aerial Map

Key: = Approximate Boundary Lines



Current City of Lapeer Zoning Map

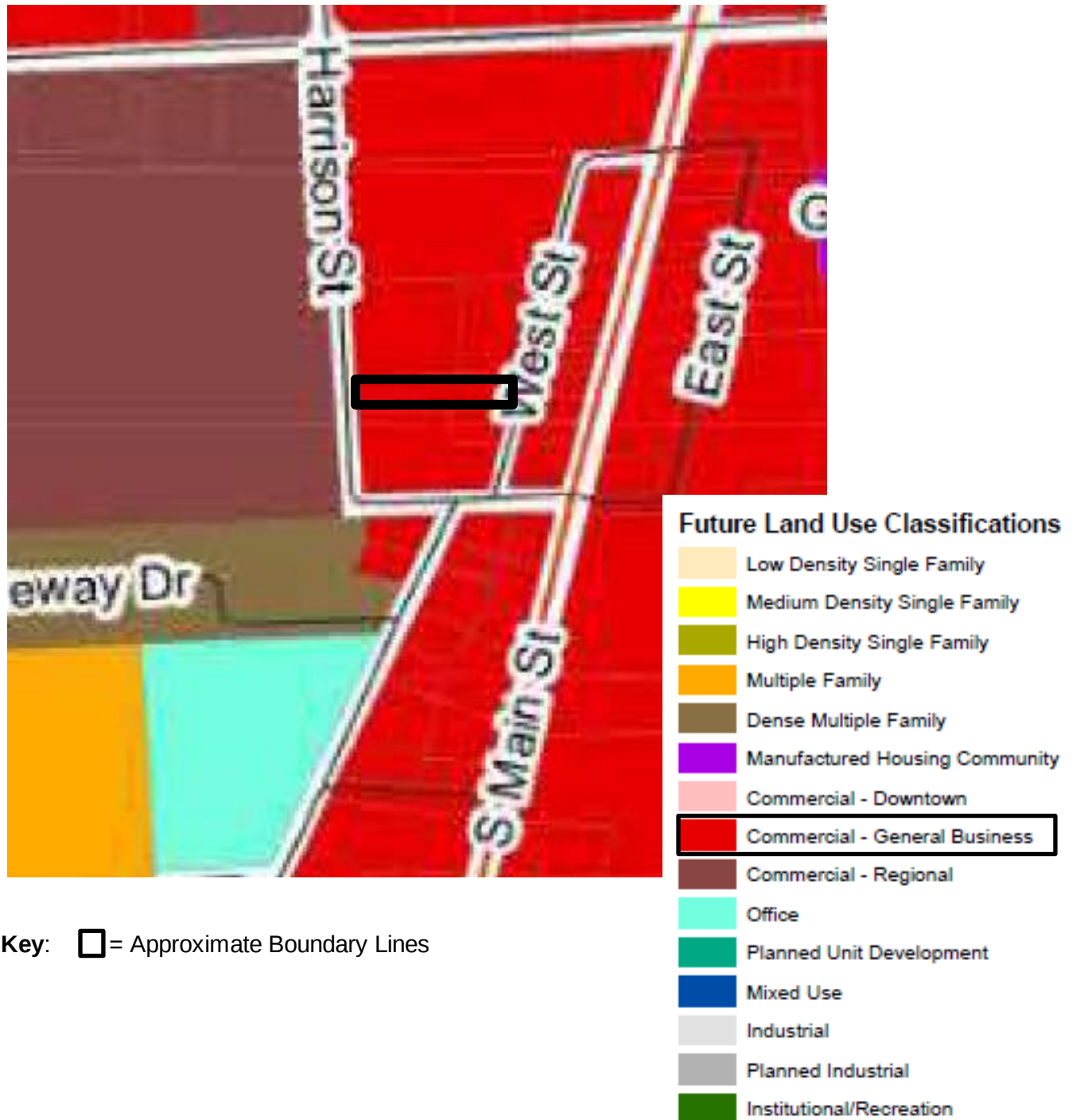
Key:  = Approximate Boundary Lines



ZONING DISTRICTS

-  R-1 SINGLE-FAMILY RESIDENTIAL
-  R-2 SINGLE-FAMILY RESIDENTIAL
-  R-3 SINGLE-FAMILY RESIDENTIAL
-  RM-1 MULTIPLE-FAMILY RESIDENTIAL
-  RM-2 MULTIPLE-FAMILY RESIDENTIAL
-  MHP MANUFACTURED HOME PARK
-  OS-1 OFFICE SERVICE
-  B-1 NEIGHBORHOOD BUSINESS
-  B-2 GENERAL BUSINESS
-  B-3 REGIONAL BUSINESS

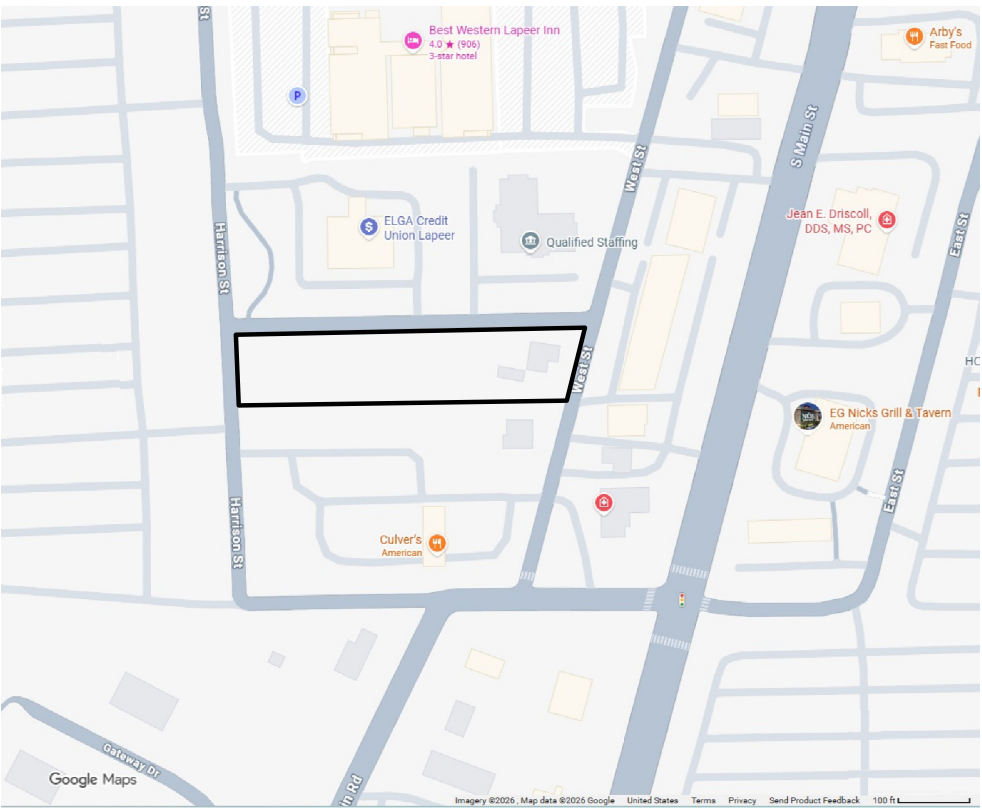
Current Future Land Use Map





LEGAL DESCRIPTION, (AS PROVIDED):

LAND IN THE CITY OF LAPEER, LAPEER COUNTY, MICHIGAN DESCRIBED AS:
OUT LOT TWO (2) OF RICH'S ADDITION TO THE CITY OF LAPEER LOCATED IN THE NORTHWEST
QUARTER OF THE NORTHWEST QUARTER, SECTION 8, T7N-R10E, LAPEER COUNTY, MICHIGAN.



LOCATION MAP

L21-33-307-030-00
CROCENZI, GIUSEPPE AND RITA
800 WEST ST. ST.
ZONE B-2

L21-33-307-035-00
ELGA CREDIT UNION
799 S. HARRISON ST.
ZONE B-2

ASPHALT DRIVE
ASPHALT SURFACE PRIVATE DRIVE

WEST STREET
ASPHALT SURFACE PUBLIC ROAD

L21-33-306-040-00
PINTAIL CREEK INVESTMENTS LLC
822 WEST ST.
AREA = 1.01 AC.
ZONE OS-1

L21-33-304-040-00
830 WEST STREET LLC
830 WEST ST.
ZONE OS-1

L21-33-305-040-00
ODW PROPERTIES
840 WEST ST.
ZONE B-2
(CULVERS)

SITE INFORMATION

PARCEL TAX ID NUMBER:
PROPERTY OWNER:
PROPERTY ADDRESS:
PROJECT DEVELOPER:
EXISTING SITE ZONING:
EXISTING SITE USE:
PROPOSED SITE USE:
PROPERTY AREA:
PROPERTY WIDTH:
PROPOSED BUILDING AREA:
PROPOSED/EXISTING FRONT SETBACK:
PROPOSED/EXISTING SIDE (NORTH) SETBACK:
PROPOSED SIDE (SOUTH) SETBACK:
PROPOSED REAR BUILDING SETBACK:
PROPOSED DRIVE-THRU STACK:
PROPOSED PARKING:
PROPOSED EMPLOYEES:

L21-33-306-040-00
PINTALE CREEK INVESTMENTS LLC
822 WEST STREET, LAPEER MI 48446
GREAT LAKES TACO, LLC
OS-1 (OFFICE SERVICE)
HAIR SALON
DRIVE-THRU/WALKUP ONLY COFFEE SHOP
1.01 ACRES
103.94' FEET OF ROAD FRONTAGE
795 S.F.
7.2' (30' REQUIRED MINIMUM)
1' (NO REQUIRED MINIMUM)
73.2' (NO REQUIRED MINIMUM)
326.5' (50' REQUIRED MINIMUM)
5 VEHICLES
4 SPACES
2 MAXIMUM

PROJECT NOTES:

THIS PROJECT IS THE REDEVELOPMENT OF AN EXISTING HAIR SALON INTO A DRIVE-THRU ONLY COFFEE SHOP. THE HOURS OF OPERATION WILL BE FROM 5:00AM TO 12:00AM, SEVEN DAYS A WEEK.

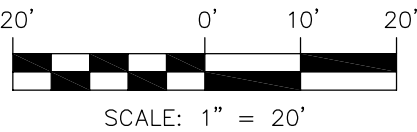
THIS SITE IS A 1.01 ACRE PARCEL OF LAND WITH THREE EXISTING BUILDINGS ON IT LOCATED AT 822 WEST STREET. THE MAIN BUILDING IS PROPOSED TO BE REDUCED IN SIZE FROM 1348 SQ.FT. TO APPROXIMATELY 795 SQ.FT. THE TWO OTHER BUILDINGS WILL BE DEMOLISHED. THE PROPERTY IS MOSTLY FLAT WITH NO NATURAL FEATURES ON IT. THE EXISTING STORM WATER FLOWS OVERLAND TO THE WEST SIDE OF THE PROPERTY WHERE IT INFILTRATES THE GROUND. THE IMPERVIOUS AREA OF THIS SITE IS 12.1%. THE PROPOSED IMPERVIOUS AREA IS 15.5% WITH THIS MINIMAL INCREASE IN PROPOSED IMPERVIOUS AREA THERE ARE NO PLANS FOR ADDITIONAL STORM WATER FACILITIES. THERE ARE NO REGULATED WETLANDS ON THIS SITE. PER FEMA FIRM COMMUNITY PANEL NO. 26087C00262E EFF. 09/19/2007, THIS SITE IS LOCATED WITHIN "ZONE X, AREA OF MINIMAL FLOOD HAZARD". THE BUILDING WILL BE CONNECTED TO THE EXISTING MUNICIPAL SEWER AND WATER SYSTEMS THAT SERVE THE SITE. THE REDEVELOPMENT OF THIS SITE WILL NOT ADVERSELY IMPACT ANY NATURAL RESOURCES IN THIS AREA.

THERE WILL BE NO NOISE, SMOKE, DIRT, ASH, OPEN FIRES, NOXIOUS GASES, VIBRATIONS, ODORS, GLARE OR RADIOACTIVE MATERIALS PRODUCED BY THIS PROPOSED RESTAURANT. NOR WILL THERE BE ANY OPEN STORAGE OF ANY KIND.

THIS PROJECT SHALL COMPLY WITH ANY AND ALL LOCAL, COUNTY, STATE AND FEDERAL REQUIREMENTS AND SHALL OBTAIN ANY PERMITS REQUIRED BY THE SAME.

LEGEND

- PROPERTY CORNER
- ROAD SIGNS
- CATCH BASIN
- BLDG.
- CONC.
- ASPH.
- ELEC.
- EX
- R.O.W.
- PROPERTY CORNER
- ROAD SIGNS
- CATCH BASIN
- BUILDING
- CONCRETE
- ASPHALT
- ELECTRIC
- EXISTING
- RIGHT-OF-WAY



SCALE: 1" = 20'

No.	REVISIONS	DATE	BY



DATE: 4.10.26	DRAWN BY: MJW
DESIGNED BY: MJW	FIELD CREW CHIEF N/A
CHECKED BY: JAW	

DEVELOPER
GREAT LAKES TACO LLC
8487 RETREAT DRIVE
GRAND BLANC, MI 48439
(810)-771-4500

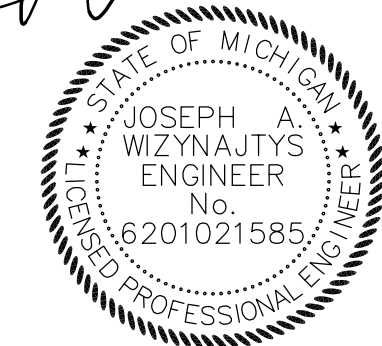
REC ENGINEERS
REAL ESTATE CONSULTING ENGINEERS, LLC
169 VILLAGE COURT, ORTONVILLE, MICHIGAN 48462
PH: (810) 845-5364 EMAIL: MWI264@GMAIL.COM

CITY OF LAPEER

CIVIL ENGINEERING SITE PLAN
FOR
LAPEER BIGGBY

LAPEER COUNTY

MICHIGAN



JOB NO: BIGGBY LAPEER

C2



ITEM G-2

Meeting Date: July 6, 2026
Department: City Manager
Requestor: Mike Womack
Agenda Item: Participation Agreement Courts and Law Enforcement Management Information System (CLEMIS) Authority

RECOMMENDATION (motion):

Approve the CLEMIS Participation Agreement and authorize the City Manager and Police Chief to sign on behalf of the City of Lapeer.

AGENDA ITEM INFORMATION:

In 1968, Oakland County created the CLEMIS system to provide innovative technology and related services to criminal justice and public safety agencies. The Oakland County CLEMIS system is used by 250+ Michigan governments over 10 counties, including the City of Lapeer.

Recently, the Oakland County CLEMIS system spun off from the County to create the independent CLEMIS Authority, necessitating the City of Lapeer's approval of the Participation Agreement so that Lapeer may continue to access the CLEMIS system, but now working with the CLEMIS Authority instead of Oakland County.

The CLEMIS system is an essential part of the Lapeer Police Department's operations.

Budgeted Amount:	N/A	Funds Requested:	N/A
Funding Source:		CIP Project #:	
		Budget Amendment Needed:	
# of Bids/Quotes Obtained:		Budget Amendment Attached:	
Explanation:			

PARTICIPATION AGREEMENT**Courts and Law Enforcement Management Information System (CLEMIS) Authority**

By execution of this Participation Agreement by the Participant and the CLEMIS Authority, the Participant, Oakland County, the Initial Participants, and each other Participant under the CLEMIS Interlocal Agreement enter into an agreement incorporating the Interlocal Agreement initially between Oakland County, the Charter Township of Bloomfield, and the Charter Township of White Lake creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority by this reference (available at <https://www.clemisauthority.org/forms/>). A reference copy of the CLEMIS Interlocal Agreement must be attached. This Participation Agreement also includes the contents of this cover page and incorporates the CLEMIS Main Services Agreement (the "MSA"). Capitalized terms used but not defined in this Participation Agreement are as defined in the CLEMIS Interlocal Agreement.

PARTICIPANT	
Full Legal Name:	City of Lapeer
Notice Address:	
Primary Contact Name:	Mike Womack
Primary Contact Email:	mwomack@ci.lapeer.mi.us

ATTACHMENTS <i>(attach)</i>	
The following attachments are included with this agreement.	
Authorizing Resolution or Legal Authorization	An authorizing resolution in substantially the form as provided in Exhibit B of the CLEMIS Interlocal Agreement has been adopted by the governing body of the Participant and a copy is attached. If the Participant does not have a governing body, confirmation of legal authorization to enter into the CLEMIS Interlocal Agreement and sign the CLEMIS MSA is attached.
CLEMIS Main Services Agreement	A copy of the CLEMIS MSA is attached.
CLEMIS Interlocal Agreement	A copy of the CLEMIS Interlocal Agreement is attached.

SIGNATURES	
Each party is signing this Participation Agreement on the date stated below that party's signature. The date of this Participation Agreement and the Main Services Agreement will be the date this Participation Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).	
Participant: [PUBLIC AGENCY NAME] City of Lapeer By: _____ Name: Mike Womack Title: City Manager Date: _____	Authority: COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM (CLEMIS) AUTHORITY By: _____ Name: _____ Executive Director Date: _____

MAIN SERVICES AGREEMENT

This Main Services Agreement (“**MSA**”) contains the standardized terms for the provision of services by the Authority to the Public Agency. This MSA and each Order Form constitute the agreement between the Authority and the Public Agency (this “**Agreement**”). Capitalized terms are defined in context or in Section 1.

1 Definitions

(a) For purposes of this Agreement, the following definitions apply:

- (1) “**Acceptable Use Policy**” means the Acceptable Use Policy made available through the Authority website, as it may be amended from time to time.
- (2) “**Agreement**” is defined in the preamble.
- (3) “**Authority**” means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under the Interlocal Agreement.
- (4) “**Business Day**” means a day that is not a Saturday, Sunday, or a state public holiday under 1865 PA 124, as amended, MCL 435.101 to 435.103.
- (5) “**Confidential Information**” means information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement, in any form, which: (A) the discloser identifies to recipient as “confidential” or “proprietary”; or (B) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. The Authority’s Confidential Information includes technical or performance information about the Service, and the Public Agency’s Confidential Information includes Public Agency Data. Confidential Information does not include information subject to disclosure under the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246 (“**FOIA**”).
- (6) “**Documentation**” means the Authority’s usage documentation for the Service. This documentation may include terms and conditions, including pricing or payment terms, that are specific to particular functionality in the Service.
- (7) “**DPA**” is defined in Section 4(c).
- (8) “**Effective Date**” means the effective date of the first Order Form executed by the Public Agency.
- (9) “**Interlocal Agreement**” means the Interlocal Agreement, filed with the Office of the Great Seal on October 23, 2025, and any amendments thereto, between the County of Oakland, the Charter Township of Bloomfield, the Charter Township of White Lake, and any subsequent Participants thereunder.

- (10) **“Law”** means all laws, regulations, executive orders, rules, court orders, or other binding requirements of a government authority that apply to a party.
- (11) **“Order Form”** means a Public Agency Order Form related to the provision of the Service, Support, or Professional Services.
- (12) **“Personal Data”** means Public Agency Data relating to an identified or identifiable natural individual.
- (13) **“Points of Contact”** means the individuals designated by the Public Agency as a primary contact and a secondary contact for the Public Agency.
- (14) **“Professional Services”** means system setup, configuration, training, data migration, or other professional services that the Authority furnishes to the Public Agency related to the Service.
- (15) **“Public Agency”** means the legal entity that executes an Order Form.
- (16) **“Public Agency Data”** means any data, contents, or information that the Public Agency (including its Users and Technology Partners) submits to its Service accounts or generates by or through the Service. “Public Agency Data” includes, but is not limited to, public safety data.
- (17) **“Public Agency Materials”** means materials and resources that the Public Agency makes available to the Authority in connection with Professional Services.
- (18) **“Security Measures”** means that term as defined in the Security Measures made available through the Authority website.
- (19) **“Service”** means the service provided by the Authority for the exchange and access to public safety software data, as described in more detail in this Agreement and the Documentation.
- (20) **“Statement of Work”** means a statement of work for Professional Services that is executed by the parties.
- (21) **“Support”** means support for the Service as described in Section 5.
- (22) **“Support Policy”** means the support policy made available through the Authority website.
- (23) **“Suspension Event”** is defined in Section 12.
- (24) **“Taxes”** is defined in Section 11(g).
- (25) **“Technology Partner”** means a third-party technology vendor to the Public Agency that has been identified in an Order Form (or otherwise in writing by the Public Agency) to be authorized, in accordance with this Agreement, to submit data to or receive data from the Service on the Public Agency’s behalf.
- (26) **“Term”** means the term for the Public Agency’s use of the Service as identified in an Order Form.

- (27) **“Trials and Betas”** mean access to the Service (or Service features) on a free, trial, beta, or early access basis.
- (28) **“Usage Data”** means the Authority’s technical logs, data, and learnings about a Public Agency’s use of the Service, excluding Public Agency Data.
- (29) **“User”** means an employee or contractor of the Public Agency that the Public Agency allows to use the Service.
- (30) **“Virus”** means viruses, malicious code, malware, or similar harmful materials.
- (b) Capitalized terms not defined in this Agreement shall have the meaning prescribed to them in the Interlocal Agreement.

2 **Service**

- (a) **Data Sharing.** As specified in an Order Form, the Public Agency will upload Public Agency Data into the Service, including by means of a Technology Partner product. The Public Agency hereby authorizes the sharing of Public Agency Data with other public agencies that use the Service, subject to the terms of this Agreement and the Order Form.
- (b) **Data Access.** Subject to this Agreement, the Public Agency may authorize Users within its organization to access and use the Service for governmental and public safety purposes during the Term. The Public Agency’s access rights include the right to permit Users within the Public Agency’s organization to access the Service in accordance with the terms of applicable Order Forms. The Public Agency shall comply with the Documentation and applicable policies in accessing and using the Service.
- (c) **Technology Partners.** As specified in the applicable Order Form, Public Agency Data may be provided to or received from a Technology Partner through an integration with the Service. The Public Agency’s use of a Technology Partner product is governed by the Public Agency’s agreement with the Technology Partner, and the Authority is not responsible or liable for the performance of Technology Partner products, including their use of Public Agency Data.

3 **Users**

The Public Agency may permit Users to use the Service on its behalf. Users must be employees or contractors of the Public Agency. The Public Agency is responsible for provisioning and managing its User accounts, for its Users’ actions through the Service and for their compliance with this Agreement. The Public Agency shall ensure that Users keep their login credentials confidential, and the Public Agency shall promptly notify the Authority upon learning of any compromise of User accounts or credentials.

4 **Data**

- (a) Subject to this Agreement, the Authority will access and use Public Agency Data only to: (1) provide and maintain the Service, Support, and Professional Services under this Agreement; and (2) provide certain Public Agency Data to a third party

(e.g., an insurance company) as has been specifically approved in writing by the Public Agency, in an Order Form or otherwise.

- (b) The Authority shall implement and maintain the Security Measures. The Public Agency shall not submit to the Service any data controlled under the United States International Traffic in Arms regulations.
- (c) The parties shall adhere to any Data Processing Addendum (“**DPA**”) identified on an Order Form.
- (d) The Authority may collect Usage Data and use it to operate, improve, and support the Service and for other lawful governmental or public safety purposes, including benchmarking and reports. However, except as otherwise required by applicable law, the Authority shall not disclose Usage Data externally unless it is: (1) deidentified so that the Usage Data does not identify the Public Agency, its Users, or any other person; and (2) aggregated with data across other participants.
- (e) The Public Agency is the owner of all Public Agency Data and is required to provide Public Agency Data in a format agreed by the parties and as required by applicable Law. The Public Agency is responsible for ensuring the accuracy and currency of its Public Agency Data. Except as otherwise provided in this Agreement, the Public Agency shall have access to Public Agency Data at all times.
- (f) During a Term, the Public Agency may create reports of its Public Agency Data from the Service (or the Authority will otherwise make the Public Agency Data available to the Public Agency) as described in the Documentation.
- (g) The Authority will not store credit card account numbers and associated security information. Credit card data will be handled by a credit card data processor, subject to its terms, conditions, and policies.
- (h) The Authority shall comply with FOIA. However, pursuant to Section 5(9) of FOIA, 1976 PA 442, as amended, MCL 15.235(9), the Authority is not considered to be in possession of, retain, or be the custodian of a public record stored on behalf of the Public Agency. If the Authority receives a written request for a public record that is stored on behalf of the Public Agency, the Authority shall, within ten (10) business days after receipt of the request, give written notice to the requesting person identifying the Public Agency and stating that the requesting person must submit the request to the Public Agency.
- (i) Pursuant to the Enhanced Access to Public Records Act, 1996 PA 462, as amended, MCL 15.441 to MCL 15.445 (the “**EAPRA**”), the Authority may make Public Agency Data immediately available for public inspection, purchase, or copying by digital means. As a condition to the Authority providing enhanced access under the EAPRA, the Public Agency must first identify the Public Agency Data subject to the EAPRA and adopt an enhanced access policy that complies with the EAPRA. The Public Agency is responsible for ensuring that the fees for providing enhanced access that appear on the fee schedule maintained by the Authority pursuant to Section 11(b) of this MSA do not exceed a “reasonable fee” as that term is defined in the EAPRA, or that the Public Agency has established different reasonable fees in an Order Form.

5 **Support**

- (a) The Authority shall provide Support for the Service as described in the Support Policy.

6 **Statements**

- (a) Each party states the following:
 - (1) that it has the legal power and authority to enter into this Agreement;
 - (2) that it will use industry-standard measures to avoid introducing Viruses into the Service; and
 - (3) that it is not listed on any United States government list of prohibited or restricted parties.
- (b) The Public Agency states it is the owner of Public Agency Data, has the right to provide Public Agency Data with the Service, and grants the Authority the right to use Public Agency Data specified in this Agreement, without violating nonparty intellectual property, privacy, or other rights.
- (c) The Authority states the following:
 - (1) THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE AUTHORITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
 - (2) The Authority makes no warranty that: (i) the Service will meet the Public Agency’s requirements; (ii) the Service will be uninterrupted, timely, secure, or error-free; or (iii) the results that may be obtained by the Service will be accurate or reliable.
 - (3) Any material or data downloaded or otherwise obtained through the use of the Service is accessed at the Public Agency’s discretion and risk. The Public Agency will be solely responsible for any damage to its computer system or loss of data that results from the downloading of any material.

7 **Usage**

- (a) The Public Agency shall comply with the Acceptable Use Policy and the Documentation.
- (b) Except as explicitly permitted in this Agreement, the Public Agency shall not and shall not permit others to do any of the following:
 - (1) sell, sublicense, distribute, or rent the Service or the data from the Service (in whole or part), excluding Public Agency Data;
 - (2) grant non-Users access to the Service or use the Service to provide a hosted or managed service to others;

- (3) reverse engineer, decompile, or seek to access the source code of the Service, except to the extent these restrictions are prohibited by Law, and then only upon advance written notice to the Authority;
- (4) copy, modify, create derivative works of, or remove proprietary notices from the Service;
- (5) conduct security or vulnerability tests of the Service, interfere with its operation, or circumvent its access restrictions;
- (6) use the Service to develop a product that competes with the Service.

8 **Auditing**

Upon the Authority's written request, the Public Agency shall provide a signed certification: (a) verifying the Service is being used in accordance with the terms of this Agreement; and (b) listing the locations in which the Service is accessed, number of Users, and any other information reasonably requested by the Authority. The Authority may, at the Authority's expense and not more than once annually, audit the Public Agency's use of the Service and compliance with this Agreement. The audit will be conducted during business hours and will not interfere with the Public Agency's activities. The Public Agency shall provide the Authority or its auditor with all reasonable information and assistance required to enable the Authority to determine whether the Public Agency is in compliance with this Agreement. If the audit reveals that the Public Agency has underpaid fees to the Authority, the Public Agency will be invoiced for the underpaid fees based upon the Authority's price list at the time the fees would have otherwise been incurred. If the Public Agency does not pay the underpaid fees within thirty (30) days after the invoice date, the Public Agency will be charged with interest at a rate of one and one-half percent (1.5%) per month or partial month until paid. If the audit reveals that the Public Agency has underpaid fees totaling five percent (5%) or more of the fees due in any year, the Public Agency shall reimburse the Authority for all reasonable expenses associated with the audit.

9 **Professional Services**

The Authority shall perform Professional Services as described in an Order Form or Statement of Work, which may identify additional terms or milestones for the Professional Services. The Public Agency shall give the Authority access within five (5) business days to Public Agency Materials reasonably needed by the Authority for Professional Services, and the Authority shall use the Public Agency Materials only for purposes of providing Professional Services. Except as otherwise expressly stated in an Order Form or Statement of Work, the Professional Services shall not include travel or lodging expenses. The Public Agency may use code or other deliverables that the Authority provides as part of Professional Services only in connection with the Public Agency's authorized use of the Service under this Agreement.

10 **Purchase of Third Party Products**

The Authority may from time to time facilitate the purchase by the Public Agency of third party products. The Authority's role will be limited to facilitating payment and the execution by the Public Agency of the applicable agreement with the third party product

vendor. The Authority will not be a party to this agreement with the third party product vendor, and will not have any responsibility or liability related to the performance of the third party product.

11 **Fees; Payment**

- (a) **Authorized Representatives.** The Public Agency shall provide the Authority with current written authorization identifying representatives who are authorized to execute Order Forms, including any limitations on their authority. The Public Agency shall promptly notify the Authority of any changes to authorized representatives. The Authority may rely on such written authorizations until notified of changes.
- (b) **Fee Schedules and Updates.** Current fee schedules shall be maintained by the Authority in a separate fee schedule document and made available through the Authority website. The Authority may update fee schedules from time to time with at least one hundred and twenty (120) days' notice, provided that the updated fee schedules shall not take effect until the next Term, consistent with this Section 11.
- (c) **Payment Terms.** Unless the Order Form states otherwise, all amounts are due within sixty (60) days after the invoice date. Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. Fees and expenses are not refundable, except as expressly provided in this Agreement.
- (d) **Appropriations and Budget Limitations.** All payment obligations under this Agreement and any Order Forms are subject to annual appropriation of funds by the Public Agency's governing body. If sufficient funds are not appropriated, the Public Agency may terminate the affected Order Form upon thirty (30) days' written notice to the Authority without penalty, provided that the Public Agency has made good-faith efforts to obtain necessary appropriations.
- (e) **Fee Disputes.** If the Public Agency disputes an invoice, the Public Agency shall notify the Authority within the payment period, and the parties must seek to resolve the dispute over a thirty (30)-day discussion period. The Public Agency is not required to pay disputed amounts during the discussion period but will timely pay all undisputed amounts. After the discussion period, either party may pursue any available remedies.
- (f) **Taxes.** Unless the Public Agency is tax-exempt, the Public Agency is responsible for any sales, use, goods and services, value-added, withholding, or similar taxes or levies that apply to its Order Forms, whether domestic or foreign ("**Taxes**"), other than any income tax payable by the Authority. Fees do not include Taxes.

12 **Suspension**

The Authority may suspend the Public Agency's access to the Service and related services due to a Suspension Event, but where practicable, the Authority shall give the Public Agency prior notice so that the Public Agency may seek to resolve the issue and avoid suspension. The Authority is not required to provide prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Law. Once a Suspension

Event is resolved, the Authority shall promptly restore the Public Agency's access to the Service in accordance with this Agreement. For purposes of this Section 12, "**Suspension Event**" means: (a) Except during fee disputes as described in Section 11(f), the Public Agency's account is thirty (30) days or more overdue; (b) the Public Agency is in breach of Section 7; or (c) the Authority believes the Public Agency's use of the Service risks material harm to the Service or others.

13 **Term; Termination**

- (a) Each Term will last for an initial twelve (12)-month period unless the Order Form states otherwise. Each Term will renew for successive periods unless: (1) the parties agree on a different renewal Order Form; or (2) either party notifies the other of non-renewal at least thirty (30) days prior to the end of the current Term.
- (b) This Agreement starts on the Effective Date and continues until the end of all Terms, unless sooner terminated in accordance with its terms. If no Term is in effect, either party may terminate this Agreement for any or no reason with notice to the other party.
- (c) Either party may terminate the applicable Order Form (in whole or in part) or this Agreement (together with all Order Forms) if the other party does one or more of the following:
 - (1) is in material breach of an Order Form or this Agreement and the breach remains uncured thirty (30) or more days after notice; or
 - (2) ceases operation without a successor.
- (d) Upon termination or cancellation of this Agreement, the Authority shall provide a copy of Public Agency Data to the Public Agency in an electronic format and time period determined by the Authority. Upon written confirmation from the Public Agency that it received its data, the Authority may delete Public Agency Data, and each party shall delete any Confidential Information of the other in its possession or control. If the Authority incurs any costs in copying Public Agency Data, the Public Agency shall be responsible for such costs and shall reimburse the Authority according to the terms of an invoice provided by the Authority. The Authority may waive these costs in its sole discretion.
- (e) The Public Agency's right to use the Service, Support, and Professional Services ends upon any termination or expiration of the applicable Order Form or this Agreement, subject to this Section 13.
- (f) Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.
- (g) Sections 1, 4, 7, 8, 11, 13, 14, and 17 through 33, will survive the termination of this Agreement.

14 **U.S. Government Public Agencies**

To the extent applicable, the Service is "commercial computer software" or a "commercial item" for purposes of Federal Acquisition Regulation (FAR) 12.212 and for

Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202. Use, reproduction, release, modification, disclosure, or transfer of the Service is governed solely by the terms of this Agreement, and all other use is prohibited.

15 Trials and Betas

The Authority may offer optional Trials and Betas. Use of Trials and Betas is permitted only for the Public Agency's internal evaluation during the period designated by the Authority on the Order Form (or if not designated, thirty (30) days). Either party may terminate the Public Agency's use of Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features never released. Notwithstanding anything else in this Agreement, the Authority offers no warranty, indemnity, SLA, or Support for Trials and Betas and its liability for Trials and Betas will not exceed \$1,000.

16 Subcontractors

- (a) The Authority may use subcontractors and permit them to exercise its rights and fulfill its obligations under this Agreement, but the Authority remains responsible for their compliance with this Agreement and for the Authority's overall performance under this Agreement.
- (b) Section 16(a) does not limit any additional terms for subprocessors under a Data Protection Addendum.
- (c) Technology Partners are not subcontractors under this Agreement.

17 Intellectual Property

- (a) Neither party grants the other any rights or licenses not expressly set out in this Agreement.
- (b) Except for the Authority's express rights in this Agreement, as between the parties, the Public Agency retains all intellectual property and other rights in Public Agency Data and Public Agency Materials provided to the Authority.
- (c) Except for the Public Agency's express rights in this Agreement, as between the parties, the Authority and its licensors retain all intellectual property and other rights in the Service, Professional Services deliverables, and related Authority technology.
- (d) If the Public Agency provides the Authority feedback regarding improvement or operation of the Service, the Authority may use the feedback without restriction or obligation.

18 Confidentiality

- (a) A party receiving Confidential Information shall:
 - (1) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement;
 - (2) not disclose Confidential Information to nonparties without the other party's prior approval, except as permitted in this Agreement;

- (3) protect Confidential Information using at least the same precautions the party receiving Confidential Information uses for its own similar information, with no less than a reasonable standard of care.
- (b) A party receiving Confidential Information may disclose the Confidential Information to its employees, agents, contractors, and other representatives with a legitimate need to know (including, for the Authority, any subcontractors), if the party receiving the Confidential Information remains responsible for its compliance with this Section 18 and is bound to confidentiality obligations no less protective than those included in this Section 18.
- (c) Confidentiality obligations under this Section 18 do not apply to information that the party receiving the information can document: (1) is or becomes public knowledge through no fault of the recipient; (2) it rightfully knew or possessed, without confidentiality restrictions, before receipt from the disclosing party; (3) it rightfully received from a nonparty without confidentiality restrictions; or (4) it independently developed without using or referencing Confidential Information.
- (d) The parties acknowledge that a breach of this Section 18 may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section 18, the party disclosing the Confidential Information may seek appropriate equitable relief, including an injunction, in addition to other remedies.
- (e) A party receiving Confidential Information may disclose Confidential Information to the extent required by Law, including FOIA. If permitted by Law, the party receiving Confidential Information shall provide the party disclosing Confidential Information with reasonable advance notice of the required disclosure and reasonably cooperate, at the disclosing party's expense, to obtain confidential treatment for the Confidential Information.

19 **Liability Limitations**

- (a) Except when prohibited by law, the Authority's entire liability arising out of or related to this Agreement will be subject to a cap of the amounts paid or payable by the Public Agency to the Authority under this Agreement in the twelve (12) months immediately preceding the first incident giving rise to liability.
- (b) Neither party will have any liability arising out of or related to this Agreement for indirect, special, incidental, reliance, or consequential damages or damages for loss of use, lost profits, or interruption of business, even if informed of the possibility of any in advance.

20 **Mutual Compliance with Laws**

- (a) Each party shall comply with all Laws that apply to its performance under this Agreement, including, but not limited to, the C.J.I.S. Policy Council Act, 1974 PA 163, as amended, MCL 28.211 to 28.216.
- (b) Through this Agreement, the parties commit that they will operate all software solutions in conformance with the CJIS Security Policy ("**CJISSECPOL**") Version 6.0 and any successor brought into effect by the Federal Bureau of Investigation

(the “FBI”) during the term of this Agreement, but excluding draft versions of CJISSECPOL released for comment or review and similar proposed policy versions that may be released by the FBI but not finally adopted.

- (c) In accordance with CJISSECPOL, certain control requirements apply to personnel with unescorted access to unencrypted criminal justice information, including the parties’ personnel operating these solutions. These controls include:
 - (1) PS-3 (Personal Screening), mandating that the criminal justice agency using the Service conduct a fingerprint-based record check on the parties’ personnel;
 - (2) AT-3 (Awareness and Training), mandating that the parties’ personnel complete annual CJIS Security Awareness Training; and
 - (3) SA-9 (External System Services), mandating that the parties’ personnel sign the CJIS Security Addendum.

21 **Catastrophic Event**

- (a) If a Catastrophic Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply is not a breach if: (1) that party uses Reasonable Efforts to perform those obligations; (2) that party’s inability to perform those obligations is not due to its failure to: (A) use Reasonable Efforts to protect itself against events or circumstances of the same type as that Catastrophic Event; or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Catastrophic Event; and (3) that party complies with its obligations under Section 21(b).
- (b) If a Catastrophic Event occurs, the noncomplying party shall promptly notify the other party of the occurrence of that Catastrophic Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter, the noncomplying party shall update that information as reasonably necessary. During a Catastrophic Event, the noncomplying party shall use Reasonable Efforts to limit damages to the other party and to resume its performance under this Agreement.
- (c) For purposes of this Section 21, the following definitions apply:
 - (1) **“Catastrophic Event”** means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party’s not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.
 - (2) **“Reasonable Efforts”** means, with respect to a given obligation, the efforts, consistent with the practice of other non-state governmental entities in Michigan and their vendors with respect to a Catastrophic

Event, that a reasonable person in the party's position would use to comply with that obligation as promptly as possible.

22 Governmental Function; Immunity

The parties performance of their obligations under this Agreement is a governmental function of providing criminal justice and public safety services to serve the public and to provide aid for persons and property. The parties intend that nothing in this Agreement be interpreted as a waiver by any party of any governmental immunity available to a party under Laws.

23 Nonparties

Except as expressly provided in this Agreement, this Agreement does not create for any party and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any party's rights in this Agreement, or any other right.

24 Non-Assignment

No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party.

25 Authority Name Changes

The Authority may change its name from time to time as provided in Section 5.6 of the Interlocal Agreement. Any such name change shall not require amendment of this Agreement, and all references to the Authority by its former name shall be deemed to refer to the Authority as renamed.

26 Modification; Waiver

- (a) Subject to Sections 26(d) and 26(e), no amendment of this Agreement will be effective unless it is in writing, approved by the governing body of the Authority, and signed by an authorized officer of the Public Agency.
- (b) The parties may amend the quantities or other items on an Order Form by mutual written agreement.
- (c) No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.
- (d) With notice to the Public Agency, the Authority may modify the Support Policy or Security Measures to reflect new features or changing practices, but the modifications must not be retroactive or materially decrease the Authority's overall obligations during a Term.
- (e) An Order Form may not modify any other part of this Agreement unless the Order Form specifically identifies the provisions that it modifies.

27 Notice

- (a) A notice or other communication under this Agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows:
 - (1) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system;
 - (2) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it;
 - (3) if it is delivered by email, when the intended recipient acknowledges by notice in accordance with this Section 27 (but without need for further acknowledgement) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgement of a message for purposes of this Section 27; or
 - (4) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- (b) For a notice under this Agreement to be valid, it must be addressed using the information in the Order Form for that party or any other information stated by that party in a notice in accordance with this Section 27.
- (c) If a notice addressed to a party is received after 5:00 p.m. on a Business Day at the location specified in the address for that party, or on a day that is not a Business Day at the location specified in the address for that party, then the notice will be deemed to have been received at 9:00 a.m. on the next Business Day.

28 Points of Contact

In addition to notice contact information, the Public Agency shall designate on the Order Form contact information for one individual to act as a primary contact person and a second individual to act as a secondary contact person for the Public Agency for communications relating to the Service and its operation and use. The Public Agency shall notify the Authority of any change in the Public Agency's primary contact person or secondary contact person by notifying the Authority pursuant to Section 27.

29 Severability

The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, they would want the court to interpret this Agreement as follows:

- (a) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- (b) if an unenforceable provision is modified or disregarded in accordance with this Section 29, by holding that the rest of the Agreement will remain in effect as written;

- (c) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- (d) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

30 **Electronic Signatures**

- (a) If this Agreement is an Electronically Signed Document, all of the following apply:
 - (1) the Authority states that the intention of an individual signing on behalf of the Authority on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;
 - (2) The Public Agency states that the intention of an individual signing on behalf of the Public Agency on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;
 - (3) the parties acknowledge that the Electronic Signatures on all Electronically Signed Documents are legally binding; and
 - (4) each party hereby waives all rights to repudiate the authenticity or validity of an Electronic Signature on an Electronically Signed Document to the extent the repudiation is based in whole or in part on the fact that the signature is not in an original handwritten form using physical ink and paper.
- (b) The Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN), as amended, 15 USC 7001 to 7031, or the Uniform Electronic Transactions Act, 2000 PA 305, as amended, MCL 450.831 to 450.849, or both, as applicable, govern an Electronic Signature on this Agreement. The Uniform Computer Information Transactions Act (UCITA) does not govern an Electronic Signature on this Agreement.
- (c) For purposes of this Section 30, the following definitions apply:
 - (1) **"Electronic Signature"** means any form of signature provided on behalf of a party other than an original handwritten signature, including any type of image created in any manner (whether electronically or otherwise), which image could reasonably be interpreted as an indication of the signer's intent to sign the document.
 - (2) **"Electronically Signed Document"** means any document received by a party in connection with this Agreement, or the correction or amendment of any such document, to which an Electronic Signature is affixed, attached, or otherwise logically associated.

31 **Governing Law**

Michigan law governs this Agreement.

32 **Jurisdiction and Venue**

Except as otherwise required by law or court rule, as the exclusive means of bringing an adversarial proceeding to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring the proceeding in the courts of the State of Michigan.

33 **Entire Agreement**

This Agreement is the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether oral or written, between the parties.

4916-4051-6262.1

In Process



INTERLOCAL AGREEMENT

This interlocal agreement is between OAKLAND COUNTY, a Michigan body corporate organized under 1973 PA 139, as amended, MCL 45.551 to 45.573 (the “**County**”), the CHARTER TOWNSHIP OF BLOOMFIELD, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34 (“**Bloomfield Township**”), the CHARTER TOWNSHIP OF WHITE LAKE, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34 (“**White Lake Township**”), and each other “**Public Agency**” (as defined in section 1.1(a)(35)) that becomes a “**Participant**” (as defined in section 1.1(a)(29)) pursuant to this agreement.

In 1968, the County created an information system for courts and law enforcement (the “**CLEMIS System**”) (as defined in section 1.1(a)(13)) to address the inability of criminal justice and public safety agencies to electronically share data in a timely manner.

Since its creation, the CLEMIS System, which is operated and maintained by the County’s Department of Information Technology, has expanded to become a multi-faceted, regional public safety information management system used by the County and many other Public Agencies. The CLEMIS System is composed of several software applications.

The purpose of the CLEMIS System is to provide innovative technology and related services to criminal justice and public safety agencies to enable the sharing of data and the improved delivery of criminal justice and public safety services. Public Agencies using the CLEMIS System have realized lower costs and efficiencies in providing criminal justice and public safety services, thereby providing first responders additional time to serve and protect residents.

The County has the power, privilege, and authority under Michigan law to provide criminal justice and public safety services.

Bloomfield Township, White Lake Township, and each Participant also each have the power, privilege, and authority to provide criminal justice and public safety services.

Section 28 of article 7 of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512, authorize a Public Agency to exercise jointly with any other Public Agency any power, privilege, or authority that the Public Agencies share in common and that each might exercise separately.

The parties want to jointly exercise powers related to criminal justice and public safety services and create a new intergovernmental entity to operate and manage the CLEMIS System.

The parties therefore agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms

(a) For purposes of this agreement, the following definitions apply:

- (1) **“Act 7”** means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512.
- (2) **“Assumed Liabilities”** means that phrase as defined in section 6.2(a)(8).
- (3) **“Authority”** means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under section 3.1.
- (4) **“Authority Board”** means that phrase as defined in section 4.1.
- (5) **“Authorizing Resolution”** means that phrase as defined in section 9.1(b).
- (6) **“Bloomfield Township”** means the Charter Township of Bloomfield, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34.
- (7) **“Budget Act”** means the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 to 141.440a.
- (8) **“Business Day”** means a day other than a Saturday, Sunday, or legal holiday observed by the State of Michigan.
- (9) **“Cash and Cash Equivalents”** means that phrase as defined in section 6.2(c)(1).
- (10) **“C.J.I.S. Act”** means the C.J.I.S. Policy Act, 1974 PA 163, as amended, MCL 28.211 to 28.215.
- (11) **“CLEMIS Authority”** means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under section 3.1.
- (12) **“CLEMIS Main Services Agreement”** or **“CLEMIS MSA”** means the services agreement provided for in section 3.5.
- (13) **“CLEMIS System”** means the criminal justice information system for courts and law enforcement created by the County, operated and maintained as “CLEMIS” by the County’s Department of Information Technology before February 1, 2026, and transferred to and operated and maintained by the Authority pursuant to this agreement after January 31, 2026.
- (14) **“Contracts”** means that term as defined in section 6.2(c)(2).
- (15) **“Copyrights”** means that term as defined in section 6.2(c)(5)(C).

- (16) **“County”** means Oakland County, a Michigan body corporate organized under 1973 PA 139, as amended, MCL 45.551 to 45.573.
- (17) **“County I.T. Services Agreement”** means that phrase as defined in section 6.7(a).
- (18) **“Criminal Justice Agency”** means a court or other Public Agency, or any subunit of the court or Public Agency, that engages in the administration of criminal justice pursuant to a law or executive order and that allocates a substantial part of its annual budget for the administration of criminal justice. Criminal Justice Agency includes a state or federal inspector general office.
- (19) **“Effective Date”** means the effective date of this agreement as provided under section 10.1.
- (20) **“Executive Committee”** means the executive committee of the Authority Board created under section 4.5.
- (21) **“Executive Director”** means the executive director of the Authority provided for under section 4.12.
- (22) **“Initial Participants”** includes the County, Bloomfield Township, and White Lake Township.
- (23) **“Intellectual Property”** means that phrase as defined in section 6.2(c)(3).
- (24) **“Intellectual Property Agreements”** means that phrase as defined in section 6.2(c)(4).
- (25) **“Intellectual Property Assets”** means that phrase as defined in section 6.2(c)(5).
- (26) **“Nonparty Claim”** means that phrase as defined in section 11.2(f)(1).
- (27) **“OMA”** means the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275, as defined in section 4.3.
- (28) **“Operations”** means that term as defined in section 6.2(a)(7).
- (29) **“Participant”** means a party to this agreement other than the Initial Participants.
- (30) **“Participation Agreement”** means an agreement with a Participant in the form provided at exhibit A.
- (31) **“Participation Form”** means that phrase as defined in section 9.1(a).
- (32) **“Patents”** means that term as defined in section 6.2(c)(5)(A).
- (33) **“Person”** means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including a governmental entity.

- (34) **“Proceeding”** means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.
- (35) **“Public Agency”** means a political subdivision of the State of Michigan or of another state of the United States or of Canada, including a state government; a county, city, village, township, charter township, school district, single or multipurpose special district, or single or multipurpose public authority; a provincial government, metropolitan government, borough, or other political subdivision of Canada; an agency of the United States government; or a similar entity of any other state of the United States and of Canada. As used in this section 1.1(a)(35), agency of the United States government includes an Indian tribe recognized by the federal government before 2000 that exercises governmental authority over land within the State of Michigan.
- (36) **“Representative”** means that term as defined in section 11.2(f)(2).
- (37) **“Tangible Personal Property”** means that phrase as defined in section 6.2(a)(6).
- (38) **“Trademarks”** means that term as defined in section 6.2(c)(5)(B).
- (39) **“Trade Secrets”** means that phrase as defined in section 6.2(c)(5)(G).
- (40) **“Transfer Agreement”** means that phrase as defined in section 6.2(a).
- (41) **“Transfer Date”** means that phrase as defined in section 6.2(a).
- (42) **“Transferred Assets”** means that phrase as defined in section 6.2(a)(7).
- (43) **“White Lake Township”** means the Charter Township of White Lake, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34.

ARTICLE 2 PURPOSE

2.1 Purpose of Agreement

The purpose of this agreement is to create and empower a public body corporate and politic to implement the powers, privileges, and authorities of each of the parties with respect to the subject matter of this agreement, including the operation of a public safety management information system for court and law enforcement purposes.

2.2 Method for Exercise of Power

The Authority will exercise power under this agreement as provided in this agreement.

2.3 **Management and Direction**

The Executive Committee has the responsibility, authority, and right to manage and direct on behalf of the public the functions or services performed or exercised under this agreement to the extent provided in this agreement.

ARTICLE 3 CREATION OF AUTHORITY

3.1 **Creation of CLEMIS Authority**

The Courts and Law Enforcement Management Information System (CLEMIS) Authority is hereby created as a separate legal entity for the purpose of exercising the powers, privileges, and authorities under this agreement and applicable law, including executing the provisions of this agreement. The Authority is a public body corporate and politic. The Authority may use the name "CLEMIS Authority".

3.2 **Principal Office**

The principal office of the Authority will be at a location determined by the Executive Committee.

3.3 **Title to Authority Assets**

Unless otherwise expressly provided in this agreement, all property of the Authority is owned by the Authority as a separate legal entity and public body corporate and politic, and no party has any ownership interest in property of the Authority.

3.4 **Tax-Exempt Status**

- (a) The Authority must not be operated for profit.
- (b) No part of any earnings of the Authority may inure to the benefit of a Person other than the Initial Participants or the Participants.
- (c) The parties intend that the activities of the Authority are tax exempt as governmental functions carried out by an instrumentality or political subdivision of government under section 115 of the Internal Revenue Code of 1986, as amended, 26 USC 115, or any corresponding provisions of any future federal tax code.
- (d) The parties also intend that the activities of the Authority are governmental functions carried out by a political subdivision of the State of Michigan, exempt to the extent provided under Michigan law from taxation, including all of the following:
 - (1) income taxes under the City Income Tax Act, 1964 PA 284, as amended, MCL 141.501 to 141.787;
 - (2) sales taxes under the General Sales Tax Act, 1933 PA 167, as amended, MCL 205.51 to 205.78;
 - (3) use taxes under the Use Tax Act, 1937 PA 94, as amended, MCL 205.91 to 205.111;

- (4) income taxes under the Income Tax Act of 1967, 1967 PA 281, as amended, MCL 206.1 to 206.847; and
- (5) property taxes under The General Property Tax Act, 1893 PA 206, as amended, MCL 211.1 to 211.155.

3.5 **CLEMIS Main Services Agreement**

After January 31, 2026, each party also must be a party to a CLEMIS Main Services Agreement (“**CLEMIS MSA**”) between the party and the Authority relating to the use of the CLEMIS System by that party. The Authority may enter into a CLEMIS MSA with a Public Agency that is not an Initial Participant or a Participant.

3.6 **Statements of Fact**

- (a) Each party states that it has taken all action and secured all approvals required to permit the party to enter into this agreement.
- (b) Each party states that the individual signing this agreement on behalf of the party has the legal authority to sign this agreement and to bind the party to the terms of this agreement.
- (c) The verb used to introduce a statement of fact in this agreement is not intended to affect the remedies available for inaccuracy of that statement of fact.

ARTICLE 4 GOVERNANCE

4.1 **Authority Board**

- (a) A board is created for the Authority (the “**Authority Board**”) as required by section 7(1) of Act 7, MCL 124.507(1). The Authority Board includes all of the following members:
 - (1) one member appointed by the governing body of the County;
 - (2) one member appointed by the governing body of Bloomfield Township;
 - (3) one member appointed by the governing body of White Lake Township;
 - (4) one member appointed by the governing body of each Participant;
 - (5) one member appointed by the county executive of the County (the “**County Executive**”) who is an employee or officer of the County;
 - (6) one member appointed by the County Executive who is an employee or officer of the Office of the Oakland County Sheriff; and
 - (7) 15 other members appointed by the County Executive.
- (b) All of the following apply to a member of the Authority Board appointed under section 4.1(a):

- (1) each member must be appointed for a term of four years unless the member is being appointed to fill a vacancy caused for a reason other than the expiration of a term;
 - (2) a member may be removed from the Authority Board at the will of the appointing authority for the member;
 - (3) a vacancy caused for a reason other than the expiration of a term must be filled by the appointing authority for the vacating member for the remainder of the vacating member's unexpired term; and
 - (4) a member may continue to serve after the expiration of the member's term until a successor is appointed and qualified.
- (c) Before entering upon the duties as a member of the Authority Board, each member of the Authority Board must take and subscribe to the oath of office required by section 1 of article 11 of the Michigan Constitution of 1963. A copy of each oath of office must be filed with the clerk of the County.
- (d) An appointing authority under section 4.1(a) shall notify the Executive Committee of any appointments made under section 4.1(a).

4.2 **Authority Board Powers**

The Authority Board shall review the annual audit of the Authority, may evaluate the performance of the Authority, and shall, if required by law, review acts of the Executive Committee. The Authority Board may advise the Executive Committee on all matters relating to the Authority, including the Authority's budget and amendments to this agreement.

4.3 **Authority Board Meetings**

The County Executive shall convene the initial meeting of the Authority Board. The Authority Board shall hold at least one annual meeting at the place, date, and time determined by the Authority Board. Meetings of the Authority Board must comply with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275 (the "**OMA**"). Public notice of the time, date, and place of Authority Board meetings must be provided in the manner required by the OMA.

4.4 **Authority Board Quorum and Voting**

A majority of the members of the Authority Board then in office will constitute a quorum for the transaction of Authority Board business. The Authority Board shall act by a majority vote of the members appointed and serving at the time of the vote. Members of the Authority Board shall not engage in proxy voting.

4.5 **Executive Committee**

- (a) An executive committee of the Authority Board (the "**Executive Committee**") is hereby created.

- (b) The Executive Committee consists of the following nine members of the Authority Board:
 - (1) the member of the Authority Board appointed by the County Executive under section 4.1(a)(5); and
 - (2) eight members appointed by the County Executive, including all of the following:
 - (A) two members of the Authority Board representing cities, townships, or villages;
 - (B) one member of the Authority Board representing counties; and
 - (C) five members of the Authority Board representing other Public Agencies.
- (c) The initial terms of office of the members of the Executive Committee appointed under section 4.5(b)(2) will be as follows:
 - (1) two members appointed for a term of four years;
 - (2) two members appointed for a term of three years;
 - (3) two members appointed for a term of two years; and
 - (4) two members appointed for a term of one year.
- (d) After the initial terms under section 4.5(b)(2), subsequent appointments of members of the Executive Committee appointed under section 4.5(b)(2) will be for terms of four years. The County Executive shall fill a vacancy on the Executive Committee caused other than by expiration of a term in the same manner as the original appointment under section 4.5(b)(2) for the balance of the unexpired term.
- (e) A member of the Executive Committee may continue to serve after the expiration of the member's term until a successor is appointed and qualified.
- (f) To serve as a member of the Executive Committee, a person must be a member of the Authority Board.
- (g) Before entering upon the duties as a member of the Executive Committee, each member of the Executive Committee must take and subscribe to the oath of office required by section 1 of article 11 of the Michigan Constitution of 1963. A copy of each oath of office must be filed with the clerk of the County.

4.6 Executive Committee Powers

Except as otherwise provided in section 4.2, the Executive Committee shall exercise the powers of the Authority. The Executive Committee shall appoint the Executive Director of the Authority. The Executive Committee has the power to manage and direct on behalf of the public the functions or services performed under this agreement. The Executive

Committee is responsible for compliance by the Authority with rules and procedures applicable to the Authority under the C.J.I.S. Act.

4.7 **Executive Committee Meetings**

The member of the Executive Committee described in section 4.5(b)(1) shall convene the initial meeting of the Executive Committee and shall serve as chairperson of the Executive Committee. The Executive Committee shall meet regularly at the place, date, and time as the Executive Committee determines, but not less than quarterly. Meetings of the Executive Committee must comply with the OMA. Public notice of the time, date, and place of Executive Committee meetings must be given in the manner required by the OMA.

4.8 **Executive Committee Quorum and Voting**

A majority of the members of the Executive Committee then in office constitutes a quorum for the transaction of business. The Executive Committee shall act by a majority vote of its members. Members of the Executive Committee shall not engage in proxy voting.

4.9 **Bylaws**

The Executive Committee may adopt bylaws consistent with this agreement and applicable law governing the activities of the Executive Committee.

4.10 **Committees**

- (a) The Executive Committee shall establish a Finance Committee as an advisory body consisting of members of the Authority Board to advise the Executive Committee not less than once per year on fees and other charges sufficient to pay the expenses of the CLEMIS System and the Authority.
- (b) The Executive Committee may establish other committees consisting of members of the Authority Board to advise the Executive Committee on matters relating to the Authority and this agreement.

4.11 **Advisory Groups**

The Executive Committee may establish advisory groups consisting of individuals representing parties to this agreement and persons or entities to which the Authority provides services to advise the Executive Committee on matters relating to the Authority, including a user advisory group.

4.12 **Executive Director**

The Executive Committee shall appoint the chief executive officer of the Authority (the “**Executive Director**”). The Executive Director shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Authority, subject to oversight of the Executive Committee. The Executive Director shall receive compensation as determined by the Executive Committee. All terms and conditions of the Executive Director’s employment, including length of service, must be specified in a written contract between the Executive Director and the Authority. The Executive Director will serve at the pleasure of the Executive Committee, and the Executive Committee may remove or

discharge the Executive Director by a vote of at least a majority of the members of the Executive Committee.

4.13 **Fiduciary Duty**

The members of the Authority Board, the Executive Committee, and the Executive Director are under a fiduciary duty to conduct the activities and affairs of the Authority in the best interests of the Authority, including the safekeeping and use of all Authority money and other Authority assets for the benefit of the Authority. The members of the Authority Board, the Executive Committee, and the Executive Director shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

4.14 **Compensation**

The members of the Authority Board and the Executive Committee will receive no compensation for the performance of their duties. A member of the Authority Board or the Executive Committee may engage in private or public employment, or in a profession or business. Members of the Authority Board and the Executive Committee may be reimbursed by the Authority for expenses incurred (such as travel and meals) relating to the performance of official duties of the Authority.

4.15 **Ethics and Conflicts of Interest**

The Executive Committee shall adopt ethics policies governing the conduct of Authority Board members, the Executive Committee, and the officers and employees of the Authority. The policies must be no less stringent than those provided for public officers and employees under 1973 PA 196, as amended, MCL 15.341 to 15.348. Members of the Authority Board, the Executive Committee, and the officers and employees of the Authority will be deemed to be public servants under 1968 PA 317, as amended, MCL 15.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest. The Executive Committee shall establish policies and procedures requiring disclosure of relationships that may give rise to conflicts of interest.

4.16 **Fees and Charges**

The Executive Committee shall establish fees and other charges sufficient with other resources to pay the expenses of the CLEMIS System and the Authority. When establishing fees and other charges, the Executive Committee shall consider any recommendation from the Finance Committee required by section 4.10(a).

ARTICLE 5 POWERS OF AUTHORITY

5.1 **General Powers**

- (a) In carrying out its purposes and otherwise executing this agreement, the Authority may perform, or perform with any Person, as applicable, any power, privilege, or authority that the parties share in common and that each might exercise separately

to the fullest extent permitted by Act 7 and other applicable law. The enumeration of a power in this agreement is not a limitation upon the powers of the Authority.

- (b) Among other things, the Authority may do all of the following:
 - (1) make or enter into contracts;
 - (2) employ agencies or employees;
 - (3) acquire, construct, manage, maintain, or operate buildings, works, or improvements;
 - (4) acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property;
 - (5) incur debts, liabilities, or obligations that, except as expressly authorized by the parties, do not constitute the debts, liabilities, or obligations of any of the parties;
 - (6) cooperate with a Public Agency or an agency or instrumentality of the Public Agency;
 - (7) make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further its purposes;
 - (8) form other entities necessary to further the purposes of this agreement; and
 - (9) sue and be sued in the name of the Authority.
- (c) The Authority may not bind a party to this agreement, unless otherwise agreed to by the party.
- (d) The Authority may not levy a tax.

5.2 **Additional Powers**

- (a) The Authority also may do all of the following:
 - (1) employ, engage, compensate, transfer, or discharge necessary personnel, subject to the provisions of applicable law;
 - (2) fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans;
 - (3) promulgate necessary rules and provide for their enforcement by or with the assistance of the parties to accomplish the purposes of this agreement;
 - (4) accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this agreement;
 - (5) apply for and accept grants, loans, or contributions from any source and secure grants, loans, or other contributions;
 - (6) make claims for federal or state aid payable to a party on account of the execution of this agreement, with the consent of the party;

- (7) determine the manner of responding for any liabilities that might be incurred through performance of the Agreement and insure against any such liability;
 - (8) adjudicate disputes or disagreements, the effects of failure of the parties to pay their shares of the costs and expenses agreed to by the parties, and the rights of the other parties in such cases;
 - (9) engage auditors to perform independent audits of the financial statements of the Authority;
 - (10) invest surplus funds or proceeds of grants, gifts, or bequests and adopt an investment policy in connection therewith;
 - (11) employ legal, financial, and technical experts, other officers, agents, or employees, and accept voluntary provision of such services and functions from donor individuals and entities;
 - (12) study, develop, and prepare reports or plans the Authority considers necessary to further the purposes of this agreement and to monitor and evaluate performance under this agreement; and
 - (13) indemnify, as permitted by law, and procure insurance indemnifying any members of the Authority Board, Executive Committee, or officers or employees of the Authority from personal loss or accountability from liability asserted by any Person for any acts or omissions of the Authority.
- (b) The Authority may enter into agreements, contracts, or arrangements with a Public Agency or other Person necessary or appropriate to assist the Authority in carrying out its duties and functions.
- (c) The Authority may accept gifts, grants, bequests, and other donations for use in performing the Authority's functions. Money or property accepted must be used as directed by the donor in accordance with applicable law, rules, and procedures. The Authority may receive local, state, and federal funds to accomplish its purposes.
- (d) The Authority may form and own other legal entities to further the purposes of this agreement. The Authority may cooperate with a Public Agency, an instrumentality of that Public Agency, or other legal or administrative entities created under Act 7.

5.3 **Bonds or Notes; Limitation**

- (a) The Authority shall not issue any type of bond in its own name, except as provided in this section 5.3, or in any way indebted a party except as expressly authorized by that party.
- (b) The Authority may borrow money and issue bonds or notes in its name for local public improvements or for economic development purposes, but the Authority must not borrow money or issue bonds or notes for an amount that, together with the total outstanding bonded indebtedness of the Authority, exceeds 2 mills of the taxable value of the taxable property within the geographic areas of the parties as

determined under section 27a of The General Property Tax Act, as amended, 1893 PA 206, MCL 211.27a, unless otherwise authorized by Act 7.

- (c) Bonds or notes issued by the Authority are the debt of the Authority and not of the parties.
- (d) Bonds or notes issued by the Authority are for an essential public and governmental purpose. Pursuant to section 7(7) of Act 7, MCL 124.507(7), bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes.
- (e) Bonds or notes issued by the Authority are subject to the Revised Municipal Finance Act, 2001 PA 34, as amended, MCL 141.2101 to 141.2821.

5.4 **Criminal Justice Agency**

- (a) The Authority may exercise the powers, privileges, and authorities of a Criminal Justice Agency. The Authority is hereby designated to perform criminal justice functions and authorized to perform the administration of criminal justice.
- (b) The Authority shall comply with applicable state and federal laws relating to criminal justice information, including the C.J.I.S. Policy Act, 1974 PA 163, as amended, MCL 28.211 to 28.215 (the “**C.J.I.S. Act**”), and applicable provisions of the state administrative rules promulgated pursuant to the C.J.I.S. Act.
- (c) To the extent permitted by applicable law, the Authority may obtain an originating agency identifier (ORI) assignment from the Criminal Justice Information Services Division of the Federal Bureau of Investigation.

5.5 **Limitation on Political Activity**

The Authority shall not spend any public funds on political activities. This section 5.5 is not intended to prohibit the Authority from engaging in activities permitted under the Michigan Campaign Finance Act, 1976 PA 388, as amended, MCL 169.201 to 169.282.

5.6 **Name of Authority and System**

The Executive Committee may change the name of the Authority and the name used for the CLEMIS System. The Executive Committee shall notify each party to this agreement of a name change under this section 5.6. A name change under this section 5.6 is effective upon a date provided by the Executive Committee after notice required by this section is provided.

ARTICLE 6 CONTRIBUTIONS BY COUNTY

6.1 **Startup Advance**

Not less than 10 Business Days after the Effective Date, the County shall transfer to the Authority \$250,000.00 for the initial startup costs of the Authority.

6.2 Transfer of CLEMIS System Assets to Authority

- (a) Subject to section 6.2(b), effective February 1, 2026 (the “**Transfer Date**”), the County shall transfer to the Authority all of the following both owned by the County and relating to the CLEMIS System, as provided in a transfer agreement between the County and the Authority entered into before the Transfer Date (the “**Transfer Agreement**”):
- (1) Cash and Cash Equivalents, including money relating to the CLEMIS System in County internal fund numbers FND53500 (CLEMIS) and FND53100 (Fire Records Management);
 - (2) accounts or notes receivable owned by the County, and any security, claim, remedy, or other right related to each such account or note receivable;
 - (3) inventory, finished goods, raw materials, work in progress, packaging, supplies, parts, and other inventories (including consumables);
 - (4) Contracts;
 - (5) Intellectual Property Assets;
 - (6) furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones, and other tangible personal property (the “**Tangible Personal Property**”);
 - (7) any permits or licenses issued by a governmental authority held by the County and required for the conduct of the operations of the CLEMIS System (the “**Operations**”) or for the ownership and use of the assets transferred under the Transfer Agreement (“**Transferred Assets**”);
 - (8) any rights to any actions of any nature available to or being pursued by the County to the extent related to the Operations, the Transferred Assets, or liabilities assumed by the Authority under the Transfer Agreement (the “**Assumed Liabilities**”), whether arising by way of counterclaim or otherwise;
 - (9) any prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, and fees;
 - (10) any of the County’s rights under warranties, indemnities, and all similar rights against other Persons to the extent related to any assets transferred under the Transfer Agreement;
 - (11) any insurance benefits, including rights and proceeds, arising from or relating to the Operations, the Transferred Assets, or the Assumed Liabilities;
 - (12) copies of any records, including books of account, ledgers, and general, financial, and accounting records, CLEMIS System user lists, user purchase

histories, user agreements, supplier lists, quality control records and procedures, user complaints and inquiry files, research and development files, records and data, strategic plans, internal financial statements, marketing and promotional surveys, material and research, and files relating to the Intellectual Property Assets and the Intellectual Property Agreements; and

- (13) the goodwill and the going concern value of the Operations.
- (b) The Transfer Agreement may designate assets retained by the County and not transferred to the Authority.
- (c) For purposes of this section 6.2, the following definitions apply:
 - (1) **“Cash and Cash Equivalents”** means any cash and cash equivalents (including commercial paper, certificates of deposit, and other bank deposits, treasury bills, short-term investments, and all other marketable securities), investment accounts, and other similar cash items, less uncleared checks, wires, automated clearinghouse (ACH) settlements, and drafts.
 - (2) **“Contracts”** means any contracts, licenses, instruments, notes, commitments, undertakings, joint ventures, donation agreements, and any other agreements, commitments, and legally binding arrangements, whether written or oral, including any legally binding amendments to the preceding.
 - (3) **“Intellectual Property”** means Intellectual Property both owned by the County and used or held for use in the conduct of the operations of the CLEMIS System as currently conducted or proposed to be conducted, and all (A) royalties, fees, income, payments, and other proceeds now or later due or payable to the County relating to the Intellectual Property, and (B) claims and causes of action relating to the Intellectual Property, whether accruing before, on, or after the Transfer Date, including any rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation of applicable law.
 - (4) **“Intellectual Property Agreements”** means any license, sublicense, consent to use agreement, settlement, coexistence agreement, covenant not to sue, waiver, release, permission, or other agreement, written or oral, relating to Intellectual Property that is used or held for use in the conduct of the Operations as currently conducted or proposed to be conducted to which the County is a party, beneficiary, or otherwise bound.
 - (5) **“Intellectual Property Assets”** means any rights in, arising out of, or associated with any of the following in any jurisdiction:

- (A) issued patents and patent applications (whether provisional or non-provisional), including divisional, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the preceding and other government issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) (“**Patents**”);
- (B) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, and the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing (“**Trademarks**”);
- (C) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the preceding (“**Copyrights**”);
- (D) internet domain names (including “clemis.org”) and social media accounts or user names (including handles), whether or not Trademarks, any associated web addresses, URLs, websites and web pages, social media sites, and pages, and any content and data on or relating to the websites and web pages, social media sites, and pages, whether or not Copyrights;
- (E) mask works, and any registrations, applications for registration, and renewals of the registrations or applications for registration;
- (F) industrial designs, and all Patents, registrations, applications for registration, and renewals;
- (G) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, Technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and any related rights (“**Trade Secrets**”);
- (H) computer programs, operating systems, applications, firmware, and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other related documentation;
- (I) rights of publicity; and
- (J) any other intellectual or industrial property and proprietary rights.

6.3 Other Assets

On the Transfer Date, in addition to other assets transferred by the County to the Authority, the County shall transfer \$9,750,000.00 to the Authority.

6.4 **Liabilities and Contingencies**

On the Transfer Date, the County shall transfer to the Authority and the Authority shall assume the liabilities and contingencies of the County relating to the CLEMIS System as detailed in the Transfer Agreement.

6.5 **County Property and Facilities**

Beginning on the Transfer Date, and continuing through September 30, 2027, the County shall provide the Authority with the use of County facilities and property needed for the operation of the CLEMIS System by the Authority as provided in the Transfer Agreement, including a separately executed lease agreement. The Authority may enter into agreements with the County for the use of County property and facilities effective after September 30, 2027.

6.6 **County Telecommunications and Network Equipment and Services**

Beginning on the Transfer Date and continuing through September 30, 2027, the County shall provide the Authority with the use of the County telecommunications and network equipment and services as provided in the Transfer Agreement. The Authority may enter into agreements with the County for the use of County telecommunications and network equipment effective after September 30, 2027.

6.7 **County I.T. Services Agreements**

- (a) By October 3, 2025, the County shall notify each Public Agency that is a party to an agreement for information technology services with the County providing the Public Agency with access to the CLEMIS System (each a “**County I.T. Services Agreement**”) of the cancellation of the County I.T. Services Agreement by the County effective February 1, 2026.
- (b) When providing notice to a Public Agency under section 6.7(a), the County shall provide the Public Agency with information provided by the Authority regarding the transfers provided under this agreement and instructions on how the Public Agency may enter into an agreement with the CLEMIS Authority for continued access to the CLEMIS System after January 31, 2026.
- (c) If the County enters into a County I.T. Services Agreement after the Effective Date, the County I.T. Services Agreement must provide for the termination of the County I.T. Services Agreement effective February 1, 2026.
- (d) The County and the Authority may enter into agreements and execute other documents necessary to effectuate this section 6.7.

6.8 **Other Revenue**

After January 31, 2026, the County shall transfer to the Authority money paid to the County and attributable to the CLEMIS System. A transfer under this section 6.8 must be paid to the Authority within 15 Business Days after the end of the month in which money is paid to the County.

6.9 **Nonparty Consents**

To the extent that the County's rights under any agreement or permit that is a Transferred Asset under the Transfer Agreement, or any other Transferred Asset under the Transfer Agreement, may not be assigned to the Authority without the consent of another Person, and the consent has not been obtained as of the Transfer Date, it is the intent of the parties that this Agreement not be construed to assign the Transferred Asset to the Authority if the attempted assignment would constitute a breach of the agreement or permit or be unlawful, and the County shall use reasonable efforts to obtain any required consent as promptly as possible. If any consent is not obtained or if any attempted assignment would be ineffective or would impair the Authority's rights under the Transferred Asset in question, so that the Authority would not effectively acquire the benefit of the rights relating to the Transferred Asset, the County, to the extent permitted by applicable law and the Transferred Asset, shall act after the Transfer Date as the Authority's agent to obtain for the Authority the benefits under the Transferred Asset and shall cooperate to the extent permitted by applicable law and the Transferred Asset in any other reasonable arrangement designed to provide the benefits to the Authority.

ARTICLE 7 EMPLOYEES

7.1 **Employer of Personnel**

- (a) The Authority must function as the employer of any employees of the Authority and has the responsibility, authority, and right to manage and direct the employees of the Authority.
- (b) No employment relationship exists between the Authority and an employee of an Initial Participant or a Participant.

7.2 **Transfer of County Employees**

- (a) On the Transfer Date, the County shall transfer to the Authority each employee of the County indicated in the Transfer Agreement that remains an employee of the County on January 31, 2026. Upon transfer to the Authority, the employees transferred under this section 7.2(a) will each be an employee of the Authority and not employees of the County.
- (b) On the Transfer Date, the County shall detail (as provided in this section 7.2(b)) to the Authority each employee of the County indicated in the Transfer Agreement that remains an employee of the County on January 31, 2026. Employees of the County detailed to the Authority under this section 7.2(b) are not employees of the Authority and remain employees of the County. Employees described in this section 7.2(b) will continue within the County's merit system (as applicable to any County merit system employee), and the County's compensation and benefit system, including wages, retirement benefits, seniority, medical leave, vacation, healthcare, and other benefits, with those costs paid by the Authority while the employee is detailed to the Authority. Employees detailed under this section 7.2(b) are subject to direction and

supervision in the performance of tasks by the Authority, but the County will function as the employer of the employees detailed under this section 7.2(b) and will otherwise have the responsibility, authority, and right to manage and direct the employees. The Authority and the County may enter into agreements relating to the detail of employees under this section 7.2(b).

ARTICLE 8 RECORDS AND FINANCES

8.1 **Authority Records**

- (a) The Authority shall keep and maintain at the principal office of the Authority all documents and records of the Authority.
- (b) The records of the Authority must include a copy of this agreement, each Participation Agreement, any amendments to this agreement, and any amended and restated agreement.
- (c) The Authority shall make the records of the Authority available to the parties.
- (d) The records and documents of the Authority must be maintained until termination of this agreement. Upon termination of this agreement, the records and documents of the Authority must be transmitted to the County.

8.2 **Freedom of Information Act**

The Authority shall comply with the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246.

8.3 **Uniform Budgeting and Accounting Act**

- (a) The Authority shall be subject to and comply with the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 to 141.440a.
- (b) Unless otherwise designated by the Executive Committee, the Executive Director shall serve as the chief administrative officer of the Authority for purposes of the Budget Act.
- (c) The Executive Committee shall prepare all budgets and budget amendments and the Executive Committee shall approve all budgets and budget amendments for the Authority for each fiscal year of the Authority.

8.4 **Financial Statements and Reports**

- (a) The Authority shall prepare, or cause to be prepared, at the Authority's expense, audited financial statements (balance sheet, statement of revenue and expenses, statement of cash flows, and changes in fund balance) on an annual basis.
- (b) The audited financial statements must be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

- (c) A copy of the annual financial statement and report must be filed with the Michigan Department of Treasury and the Authority shall make a copy available to the Authority Board, the Executive Committee, and each of the parties.

8.5 **Deposits and Investments**

The Authority shall deposit and invest money of the Authority not otherwise employed in carrying out the purposes of the Authority in accordance with an investment policy adopted by the Executive Committee that is consistent with applicable law.

8.6 **Disbursements**

Disbursements of money of the Authority must be in accordance with the budget for the Authority adopted by the Executive Committee, consistent with any guidelines or disbursement policies established by the Executive Committee, and in accordance with applicable law.

8.7 **Audits**

- (a) The Executive Committee may establish a dedicated audit committee for the purpose of overseeing the accounting and financial reporting processes of the Authority and audits of its financial statements and making recommendations to the Authority Board on approval of the annual audit.
- (b) If an audit committee is established, the Executive Committee shall establish specific duties and obligations for the audit committee and standards and qualifications for membership of that committee.
- (c) The Executive Committee may require at least one member of an audit committee to be specifically knowledgeable about financial reports.

ARTICLE 9 ADMISSION OF PARTICIPANTS

9.1 **Admission Procedure**

- (a) After the Effective Date, a Public Agency may become a Participant by submitting to the Authority a participation agreement signed by the Public Agency in the form included at exhibit A (a “**Participation Form**”) in a manner consistent with this section 9.1 and any procedures adopted by the Executive Committee.
- (b) A Participation Form must be accompanied by a resolution of the governing body of the Public Agency in substantially the form provided at exhibit B (the “**Authorizing Resolution**”).
- (c) A Participation Form also must be accompanied by a CLEMIS MSA signed by the Public Agency.
- (d) The Executive Director may approve or deny a request from a Public Agency to become a Participant. If the Executive Director approves the request from the Public Agency, the Executive Director shall sign the Participation Form and the CLEMIS

MSA submitted by the Public Agency and transmit a signed copy of the Participation Form and the CLEMIS MSA to the Public Agency.

- (e) A Public Agency approved under section 9.1(d) shall do both of the following:
 - (1) File a copy of (A) the Participation Form signed by the Public Agency and the Authority, (B) a copy of the Authorizing Resolution for the Public Agency, and (C) this agreement with the county clerk of each county in which the Public Agency is located; and
 - (2) Notify the Authority of the Public Agency's compliance with section 9.1(e)(1).
- (f) After notification under section 9.1(e)(2), the Authority shall file a copy of (A) the Participation Form signed by the Public Agency and the Authority, (B) a copy of the Authorizing Resolution for the Public Agency, and (C) this agreement with the clerk of the County.
- (g) If the Executive Director does not approve a request from a Public Agency under this section 9.1, the Public Agency is not a Participant.

9.2 **Admission Date**

The effective date of admission of a Participant is the day on which sections 9.1(e) and 9.1(f) are complied with for the Participant.

9.3 **Admission not an Amendment**

The admission of an additional Participant is not otherwise an amendment to this agreement.

ARTICLE 10

TERM, DURATION, WITHDRAWAL, AND TERMINATION

10.1 **Effective Date**

- (a) This agreement is effective beginning on the day (the "**Effective Date**") that all of the following are satisfied:
 - (1) this agreement is approved by the township board of Bloomfield Township;
 - (2) this agreement is approved by the township board of White Lake Township;
 - (3) this agreement is approved by the board of commissioners of the County;
 - (4) this agreement is signed by the supervisor of Bloomfield Township;
 - (5) this agreement is signed by the supervisor of White Lake Township;
 - (6) this agreement is signed by the County Executive;
 - (7) a copy of this agreement is filed with the clerk of the County; and
 - (8) a copy of this agreement is filed with the Secretary of State.

10.2 **Term**

- (a) This agreement is effective beginning on the Effective Date and continues for an initial term of 15 years (the “**Initial Term**”).
- (b) After the Initial Term, the agreement is extended in five-year increments unless not extended by joint action of the parties.
- (c) The term of this agreement also ends upon one or more of the following:
 - (1) withdrawal by all parties under sections 10.3 and 10.4;
 - (2) withdrawal by the County under section 10.3;
 - (3) withdrawal by all Initial Participants and Participants under section 10.4; or
 - (4) the Transfer Agreement is not approved and effective before February 1, 2026.

10.3 **Withdrawal by County**

The County may withdraw as a party to this agreement upon 18 months’ notice of its withdrawal to the Authority. The Authority by the vote of at least three-fourths of the serving members of the Executive Committee may waive the notice period under this section 10.3.

10.4 **Withdrawal by Others**

Initial Participants and Participants other than the County may withdraw from this agreement upon six months’ notice to the Authority. The withdrawal of an Initial Participant or Participant other than the County will not terminate or otherwise affect this agreement as to the remaining parties if the County and at least one additional Initial Participant or Participant remains a party to this agreement.

10.5 **Termination or Expiration of CLEMIS MSA**

After January 31, 2026, if an Initial Participant or a Participant terminates the CLEMIS MSA between the Initial Participant or Participant and the Authority or the CLEMIS MSA between the Initial Participant or Participant and the Authority expires, the Initial Participant or the Participant’s status as a party to this agreement expires upon the termination or expiration of the CLEMIS MSA.

10.6 **Disposition upon Termination**

- (a) As soon as possible after termination of this agreement, the Authority shall wind up its affairs as follows:
 - (1) all of the Authority’s debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Authority and distribution of its assets must be paid first; and
 - (2) title to all property and assets owned by the Authority must be distributed as directed by the Executive Committee, which may include transfer of the property and assets to the County.

ARTICLE 11 ADDITIONAL PROVISIONS

11.1 Legal Compliance

Each party shall comply with the laws and regulations applicable to its activities under this agreement.

11.2 Relationship and Responsibilities of Parties

- (a) No party is responsible for the acts of the Authority or of the Representatives of any other party, whether acting separately or in conjunction with the implementation of this agreement. The parties are only bound and obligated under this agreement as expressly agreed by each party under this agreement and no party may otherwise obligate any other party because of this agreement.
- (b) Each party is responsible for any Nonparty Claims brought against that party and for the acts or omissions of its Representatives arising out of this agreement.
- (c) Except as otherwise provided in this agreement, for any dispute arising out of this agreement, each party shall seek its own legal representation and bear the costs of that representation.
- (d) The parties hereby acknowledge that no party is legally authorized to indemnify any other party or the Authority. The parties hereby acknowledge that the Authority is not legally authorized to indemnify any party.
- (e) A party will not be liable to another party or any other Person for any consequential, incidental, indirect, special, or punitive damages arising out of this agreement regardless of whether the party was informed of the possibility of those damages.
- (f) For purposes of this section 11.2, the following definitions apply:
 - (1) **“Nonparty Claim”** means any Proceeding brought by someone other than a party against one or more parties that arises out of this agreement.
 - (2) **“Representative”** means, with respect to a party, any of that party’s officers, employees, agents, consultants, advisors, or other representatives.

11.3 Nonparties

Except as expressly provided in this agreement, this agreement does not create for any Person and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any party’s rights in this agreement, or any other right.

11.4 Governmental Function

The parties acknowledge that the performance of this agreement is the governmental function of providing criminal justice and public safety services to serve and to provide aid for persons and property.

11.5 No Waiver of Governmental Immunity

The parties believe that nothing in this agreement is a waiver by any party of any governmental immunity provided under Act 7 or other law.

11.6 Non-Assignment

No party may assign any of its rights or delegate any of its obligations under this agreement without the prior written consent of the other parties.

11.7 Modification; Waiver

- (a) No amendment of this agreement will be effective unless it is in writing, approved by the governing body of each party, and signed by an authorized officer of the party.
- (b) Each party hereby consents to the filing by the Authority of an amendment under section 11.7(a) approved by each party to the amendment on behalf of each party to the amendment.
- (c) No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

11.8 Notice

- (a) A notice or other communication under this agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows:
 - (1) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system;
 - (2) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it; or
 - (3) if it is delivered by email, when the intended recipient acknowledges by notice in accordance with this section 11.8 (but without need for further acknowledgement) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgement of a message for purposes of this section 11.8; and
 - (4) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- (b) For a notice under this agreement to be valid, it must be addressed using the information below for that party or any other information stated by that party in a notice in accordance with this section 11.8:

To County:	Oakland County
	2100 Pontiac Lake Rd
	Waterford, MI 48328-2762

To Bloomfield Township	Charter Township of Bloomfield 4200 Telegraph Rd Bloomfield Township, MI 48302-2038
To White Lake Township	White Lake Police Department 7525 Highland Rd White Lake, MI 48383-2938
To a Participant:	To the address provided by the Participant in the Participation Agreement for that Participant.

- (c) If a notice addressed to a party is received after 5:00 p.m. on a Business Day at the location specified in the address for that party, or on a day that is not a Business Day at the location specified in the address for that party, then the notice will be deemed to have been received at 9:00 a.m. on the next Business Day.

11.9 Severability

The parties acknowledge that if a dispute between the parties arises out of this agreement or the subject matter of this agreement, they would want the court to interpret this agreement as follows:

- (1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- (2) if an unenforceable provision is modified or disregarded in accordance with this section 11.9, by holding that the rest of the contract will remain in effect as written;
- (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire contract unenforceable.

11.10 Electronic Signatures

- (a) If a Participation Agreement is an Electronically Signed Document, all of the following apply:
- (1) the Authority states that the intention of the individual signing on behalf of the Authority on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;

- (2) each Participant states that the intention of the individual signing on behalf of the Participant on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;
 - (3) the parties acknowledge that the Electronic Signatures on all Electronically Signed Documents are legally binding; and
 - (4) each party hereby waives all rights to repudiate the authenticity or validity of an Electronic Signature on an Electronically Signed Document to the extent the repudiation is based in whole or in part on the fact that the signature is not in an original handwritten form using physical ink and paper.
- (b) The Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN), as amended, 15 USC 7001 to 7031, or the Uniform Electronic Transactions Act, 2000 PA 305, as amended, MCL 450.831 to 450.849, or both, as applicable, govern an Electronic Signature on this agreement or a Participation Agreement for a Participant. The Uniform Computer Information Transactions Act (UCITA) does not govern an Electronic Signature on this agreement or a Participation Agreement for a Participant.
- (c) For purposes of this section 11.10, the following definitions apply:
 - (1) **"Electronic Signature"** means any form of signature provided on behalf of a party other than an original handwritten signature, including any type of image created in any manner (whether electronically or otherwise), which image could reasonably be interpreted as an indication of the signer's intent to sign the document.
 - (2) **"Electronically Signed Document"** means any document received by a party in connection with this agreement or a Participation Agreement for a Participant, or the correction or amendment of any such document, to which an Electronic Signature is affixed, attached, or otherwise logically associated.

11.11 **Counterparts**

If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

11.12 **Governing Law**

Michigan law governs any adversarial Proceeding arising out of this agreement.

11.13 **Jurisdiction and Venue**

Except as otherwise required by law or court rule, as the exclusive means of bringing an adversarial Proceeding to resolve any dispute arising out of this agreement or the subject matter of this agreement, a party may bring the Proceeding in the Southern Division of the

United States District Court for the Eastern District of Michigan, the 6th Circuit Court of the State of Michigan, or the 50th District Court of the State of Michigan.

11.14 Scope of Agreement; Entire Agreement

This agreement (including for each Participant the Participation Agreement for that Participant) is the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether oral or written, between the parties.

11.15 Date of Agreement

The date of this agreement will be the date this agreement is signed by the last of the Initial Participants to sign it (as indicated by the date associated with each Initial Participant's signature). If an Initial Participant signs this agreement but fails to date its signature, the date the County receives that Initial Participant's signature will be deemed to be the date that Initial Participant signed this agreement.

Each Initial Participant is signing this agreement on the date stated opposite the Initial Participant's signature.

[signature pages follow]

In Process

OAKLAND COUNTY

Date: 10/8/25, 2025

By: 
David T. Woodward
Chairperson of the County Board of
Commissioners

Date: 10/7/25, 2025

By: 
David Coulter
County Executive

In Process

*CLEMIS INTERLOCAL AGREEMENT
CLEMIS AUTHORITY*

CHARTER TOWNSHIP OF BLOOMFIELD

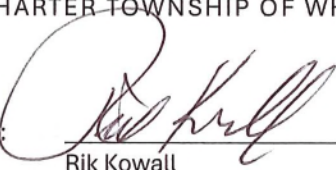
Date: SEPTEMBER 9, 2025

By: *Mike McCready*
Mike McCready
Township Supervisor

In Process

CHARTER TOWNSHIP OF WHITE LAKE

Date: 8-21-25, 2025

By: 
Rik Kowall
Township Supervisor

122486.000003 4897-1642-7050.9

In Process

EXHIBIT A
FORM FOR PARTICIPATION IN COURTS AND LAW ENFORCEMENT MANAGEMENT
INFORMATION SYSTEM (CLEMIS) INTERLOCAL AGREEMENT



PARTICIPATION AGREEMENT
Courts and Law Enforcement Information System (CLEMIS) Authority

By execution of this Participation Agreement by the Participant and the CLEMIS Authority, the Participant, Oakland County, the Initial Participants, and each other Participant under the CLEMIS Interlocal Agreement enter into an agreement incorporating the interlocal agreement initially between Oakland County, the Charter Township of Bloomfield, and the Charter Township of White Lake creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority by this reference (available at <https://www.clemis.org/forms/>). A reference copy of the CLEMIS Interlocal Agreement must be attached. This agreement also includes the contents of this cover page. Capitalized terms used but not defined in this agreement are as defined in the CLEMIS Interlocal Agreement.

PARTICIPANT

Full Legal Name:
Notice Address:
 (choose Delivery Address
 or both Delivery Address
 and Email)

☐ Delivery Address:

☐ Email:

ATTACHMENTS *(attach)*

The following attachments are included with this agreement.

Authorizing Resolution

☐ An authorizing resolution in substantially the form as provided in exhibit B of the CLEMIS Interlocal Agreement has been adopted by the governing body of the Participant and a copy is attached.

CLEMIS Main Services Agreement

☐ An executed copy of the Cover Page for the CLEMIS MSA between the Participant and the CLEMIS Authority is attached.

SIGNATURES

Each party is signing this participation agreement on the date stated below that party's signature. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Participant:

[PUBLIC AGENCY NAME]

By: _____

Name: _____

Title: _____

Date: _____

Authority:

COURTS AND LAW ENFORCEMENT
 MANAGEMENT INFORMATION SYSTEM (CLEMIS)
 AUTHORITY

By: _____

Name: _____
 Executive Director

Date: _____

EXHIBIT B
FORM FOR RESOLUTION FOR GOVERNING BODY OF PARTICIPANT

[NAME OF PARTICIPANT]
[Name of Governing Body of Participant]

RESOLUTION
Participation in CLEMIS Authority Interlocal Agreement

[Name of Participant] (the "Public Agency"), is a "public agency" as that term is defined under section 2(e) of the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.502(e).

Under section 28 of article 7 of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512 ("Act 7"), a public agency may exercise jointly with any other public agency any power, privilege, or authority that the public agencies share in common and that each might exercise separately.

The Public Agency possesses the powers, privileges, and authorities to perform various activities relating to courts and law enforcement management information systems.

The Public Agency wants to exercise powers, privileges, and authorities jointly with Oakland County, the Charter Township of Bloomfield, the Charter Township of White Lake, and other participating public agencies under an interlocal agreement creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the "CLEMIS Interlocal Agreement") and become a participating public agency under and party to the CLEMIS Interlocal Agreement.

The Public Agency also wants to use the services of the CLEMIS System operated by the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the "Authority") by entering into a services agreement with the Authority.

The [name of governing body] of the Public Agency therefore resolves as follows:

- that the interlocal agreement between Oakland County, the Charter Township of Bloomfield, the Charter Township of White Lake, and other participating public agencies creating the CLEMIS Interlocal Agreement is hereby approved;
- that the Public Agency is hereby authorized to enter into a participation agreement with the Authority to enter into and become a party to the CLEMIS Interlocal Agreement;
- that the Public Agency is hereby authorized to enter into the CLEMIS Main Services Agreement (the "CLEMIS MSA") between the Public Agency and the Authority;
- that the [designated officer of the Public Agency] of the Public Agency is hereby authorized and directed to transmit a copy of this resolution to the Authority and execute the participation agreement for the CLEMIS Interlocal Agreement and the CLEMIS MSA on behalf of the Public Agency; and
- that the [designated officer of the Public Agency] of the Public Agency is hereby authorized and directed to file a copy of the participation agreement for the CLEMIS Interlocal Agreement, including the CLEMIS Interlocal Agreement, on behalf of the Public Agency with the clerk of each county in which the Public Agency is located.

Certification

I, [Public Agency governing body clerk/secretary name], [secretary/clerk] of the [governing body of Public Agency] (the "Board") of the [Public Agency Name] (the "Public Agency"), hereby certify all of the following:

- (1) that this resolution of the Board was adopted at a meeting of the Board held on [date];
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Date: _____

By: _____

Name: _____
[Secretary/Clerk]



September 18, 2025

RESOLUTION #2025-5723 _ 25-32

Sponsored By: Gwen Markham

Executive's Office - Formation of the Courts & Law Enforcement Management Information System (CLEMIS) Authority

Chair and Members of the Board:

WHEREAS the Courts & Law Enforcement Management Information System (CLEMIS) is a multifaceted, regional public safety information system, which provides mission critical technology and vital information to governmental entities at an affordable cost and is operated, maintained, and subsidized by the Oakland County Department of Information Technology; and

WHEREAS CLEMIS was created in approximately 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely/real time manner; and

WHEREAS CLEMIS is used by approximately 250 governmental entities across ten counties in Michigan; and

WHEREAS the State of Michigan encourages governmental entities to share services with each other for efficiency and cost savings; and

WHEREAS CLEMIS must be modernized to become an independent, self-sustaining operation that continues to provide affordable and accessible solutions to governmental entities; and

WHEREAS to accomplish these objectives a separate legal entity must be formed pursuant to State law; and

WHEREAS pursuant to the Urban Cooperation Act, Public Act 7 of 1967, MCL 124.501, et seq., and the Interlocal Agreement, attached as Schedule A, Bloomfield Township, Oakland County, and White Lake Township will form a separate legal entity; and

WHEREAS the County Executive recommends that the Oakland County Board of Commissioners approve and execute the attached Interlocal Agreement.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners approves the attached Interlocal Agreement and directs its Chairperson and requests the County Executive to each execute the attached Interlocal Agreement on behalf of Oakland County and file the executed Interlocal Agreement with the Oakland County Clerk and the Oakland County Clerk shall file the Agreement with the Office of the Great Seal of the Michigan Secretary of State.

BE IT FURTHER RESOLVED that the Oakland County employees identified in the attached Schedule B, shall be assigned/detailed to the new separate legal entity and retain full benefits and rights as an Oakland County employee, as long as they remain an Oakland County employee; the full cost of such assignment/detail of personnel to be reimbursed to Oakland County.

BE IT FURTHER RESOLVED that the Oakland County employees identified in attached Schedule C

will be transferred to the divisions set forth therein.

BE IT FURTHER RESOLVED that those Oakland County positions assigned/detailed to the new separate legal entity, identified in Schedule B, shall be deleted if the position becomes vacant.

BE IT FURTHER RESOLVED that Oakland County shall account for the new separate legal entity and any financial transfers to the new separate legal entity in a manner consistent with the accounting and financial reporting standards for state and local governments established by the Government Accounting Standards Board.

BE IT FURTHER RESOLVED that ten million dollars (\$10,000,000.00) be transferred from the Strategic Investment Plan Fund Balance (383554) to the new separate legal entity, and the transfer shall be executed pursuant to the attached Interlocal Agreement as approved by this resolution.

Chair, the following Commissioners are sponsoring the foregoing Resolution: **Gwen Markham**.



David Woodward, Commissioner

Date: September 18, 2025



David Coulter, Oakland County Executive

Date: September 19, 2025



Lisa Brown, County Clerk / Register of Deeds

Date: September 30, 2025

COMMITTEE TRACKING

2025-09-10 Finance - Recommend to Board

2025-09-18 Full Board - Adopt

Motioned by Commissioner Gwen Markham seconded by Commissioner Robert Hoffman to adopt the attached Resolution: Formation of the Courts & Law Enforcement Management Information System (CLEMIS) Authority.

Yes: Ann Erickson Gault, Michael Gingell, Marcia Gershenson, Robert Hoffman, Brendan Johnson, Christine Long, Penny Luebs, Gwen Markham, William Miller III, Angela Powell, Robert Smiley, Yolanda Smith Charles, Michael Spisz, Linnie Taylor, Philip Weipert, David Woodward (16)

No: Charles Cavell, Kristen Nelson (2)

Abstain: None (0)

Absent: Karen Joliat (1)

Passed

ATTACHMENTS

1. CLEMIS Authority Position Schedule B and C

2. Resolution 25-014 CLEMIS Interlocal Agreement
 3. CLEMIS Participation Agreement
 4. 4897-1642-7050.10 - CLEMIS Authority Interlocal Agreement
-

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on September 18, 2025, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court at Pontiac, Michigan on Thursday, September 18, 2025.



Lisa Brown, Oakland County Clerk / Register of Deeds

In Process

Charter Township of Bloomfield
Board of Trustees

September 8, 2025
Page 1

PRESENT:

Supervisor Mike McCreedy	Trustee Mark Antakli
Clerk Martin Brook	Trustee Neal Barnett
Treasurer Michael Schostak	Trustee Christopher Kolinski
	Trustee Valerie Murray

ABSENT:

ITEM 3. Consider Approval of the CLEMIS Authority Formation Interlocal Agreement

Police Chief James Gallagher presented on the proposed formation of the CLEMIS Authority. Chief Gallagher was accompanied by Bo Chang, Interim Director of CLEMIS.

CLEMIS (Courts and Law Enforcement Management Information System) was originally established in 1968 by Oakland County in collaboration with several local police departments. Bloomfield Township is one of the founding members. CLEMIS serves as a data-sharing platform among law enforcement agencies to support crime-solving efforts and public safety services. The system, however, has not been modernized since its creation.

The agreement was reviewed by our Township attorney. Chief Gallagher requested that Bloomfield Township continue its leadership role in CLEMIS and approve the Interlocal Agreement to move forward in creating the CLEMIS Authority.

MOTION by Barnett and SUPPORT by Murray to APPROVE the CLEMIS Authority Formation Interlocal Agreement with an Amendment to Mail all Notices Pursuant to the Agreement to the Township Police Department and Township Supervisor ([Exhibit 1](#)).

A voice vote was called.

MOTION DECLARED ADOPTED 7-0.

I, MARTIN C. BROOK, TOWNSHIP CLERK of the Charter Township of Bloomfield, County of Oakland, Michigan, do hereby certify the foregoing is a true and correct copy of a resolution adopted by the Board at its regular meeting held on the 8th day of September 2025.



MARTIN C. BROOK
BLOOMFIELD TOWNSHIP CLERK

**CHARTER TOWNSHIP OF WHITE LAKE
OAKLAND COUNTY, MICHIGAN**

RESOLUTION #25-014

APPROVE OAKLAND COUNTY CLEMIS INTERLOCAL AGREEMENT

At the regular meeting of the Township Board of the Charter Township of White Lake, County of Oakland, Michigan, held in Township Annex Hall, 7527 Highland Road, in accordance with the Open Meetings Act, Public Act 267 of 1976 as amended, on the 19th day of August, 2025, at 6:30 p.m., with those present and absent being:

Present: Rik Kowall, Anthony L. Noble, Mike Roman, Scott Ruggles,
Andrea C. Voorheis, and Liz Smith.

Absent: Steve Anderson.

The following preamble and resolution were offered by Clerk Noble and seconded by Supervisor Kowall.

WHEREAS, the Township Board has considered the Oakland County CLEMIS Interlocal (the "Agreement"), attached as Exhibit A.

WHEREAS, the Township has the authority to enter into Interlocal agreements under the Urban Cooperation act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512. The Township may exercise jointly with any other public agency any power, privilege, or authority that the public agencies share in common and that each might exercise separately. The Township possesses the powers, privileges, and authorities to perform various activities relating to courts and law enforcement management information systems ("CLEMIS").

WHEREAS, the Township wants to exercise powers, privileges, and authorities jointly with Oakland County and the Charter Township of Bloomfield under the Agreement creating the CLEMIS Authority as an Initial Participant. The Agreement parties will be expanded at a later date to include other Participants who agree to the terms of the Agreement;

WHEREAS, the Authority will be a separate legal entity that will have the authority to enter into contracts, hire employees, accept grants, borrow money and exercise other authority outlined in the Agreement. The Authority is not authorized to levy a tax.

WHEREAS, the Agreement transfers the functions of the CLEMIS System from Oakland County to the CLEMIS Authority, with the Township designated as an Authority Board member.

WHEREAS, the day to day responsibilities of the CLEMIS System will be overseen by an Executive Board and an Executive Director. The Executive Committee will be comprised of 9 members from the Authority Board who are appointed by the County Executive. The Executive

Committee is required to establish fees and other charges sufficient to pay for the expenses of the CLEMIS System and Authority among other responsibilities outlined in the Agreement;

WHEREAS, as part of the transfer of the assets and liabilities of CLEMIS from the County, the Authority shall receive \$250,000 from the County for the initial startup costs of the Authority and the County will transfer \$9,750,000.00 to the Authority on February 1, 2026, as well as the CLEMIS System. The County will also transfer certain employees, which will be outlined in a Transfer Agreement;

WHEREAS, the County shall provide the Authority with the use of County facilities, property, and the County telecommunications and network, needed to operate the CLEMIS system through September 30, 2027. The Authority may enter into agreements with the County for use of County property and facilities and network after September 20, 2027;

WHEREAS, the Agreement will not be effective until it is approved by both White Lake and Bloomfield Townships, the County Board of Commissioners, is signed by the Township Supervisors and the County Executive and is filed with the County and the Secretary of State.

WHEREAS, the Agreement is for an initial term of 15 years, which may be extended in 5 year increments. The Township may withdraw from the Authority upon providing 6 months advance notice. The County may withdraw from the Agreement upon providing 18 months advance notice. If the County withdraws from the Agreement, the Agreement terminates.

WHEREAS, the Township Board has determined that it will benefit the Township to enter into the Agreement.

NOW, THEREFORE, the Township Board of the Charter Township of White Lake, Oakland County resolves as follows:

1. The Township Board resolves to approve the Agreement, attached as Exhibit A to this Resolution, in substantially the same form as presented.
2. The Township Board authorizes the Township Supervisor to execute the Agreement on behalf of the Township.

A vote on the foregoing resolution was taken and was as follows:

AYES:	6
NAYS:	0
ABSENT:	1

RESOLUTION DECLARED ADOPTED BY VOICE VOTE.

CLERKS CERTIFICATION

STATE OF MICHIGAN)
)§§
COUNTY OF OAKLAND)

I, Anthony L. Noble, duly qualified Clerk of the Charter Township of White Lake, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Township Board held on the 19^h day of August 2025, the original of which resolution is on file in my office

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 22nd day of September, 2025.

In Progress

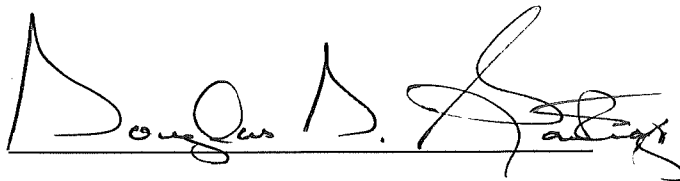


Anthony L. Noble, Clerk MiPMC
Charter Township of White Lake

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)§§
COUNTY OF OAKLAND)

The foregoing Certified Record was acknowledged before me by Anthony L. Noble, the duly authorized Clerk of White Lake Township, Michigan, on September 22, 2025.



Douglas D. Santiago

DOUGLAS D. SANTIAGO
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 18, 2028
ACTING IN COUNTY OF

Exhibit A

(Agreement Attached)

In Process

CLEMIS Authority

Quote: Lapeer Police

Lapeer Police

2300 W. Genesee St
Lapeer, MI 48446

Jeremy Howe

jhowe@ci.lapeer.mi.us
(810) 664-0833

Reference: 20260521-170404064

Department/Organization: Lapeer Police

Public Agency: City of Lapeer

Effective Date: October 1, 2026

Quote created: May 21, 2026

Quote expires: July 31, 2026

Quote created by: Lisa Werner

CLEMIS Authority Support

wernerl@clemisauthority.org

+19478136903

This CLEMIS Order Form ("Order Form") is entered into by the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic (the "Authority"), and the public agency listed above ("Public Agency").

Comments from the CLEMIS Authority:

Please review your Products & Services listed below along with the Terms of this quote and confirm that they are complete and accurate.

This quote is provided for your review while your community's agreement is being approved.

- The Order form with signature lines will be sent to you once that agreement is in place.
- Your membership term begins October 1, 2026, and payment will be due at that time for the period October 2026 through September 2027.
- If anything in this quote needs to be added, removed, or corrected, please contact us before September 1, 2026 so we can get your Order corrected before it is sent for signature.
- You can reach us at membership@clemisauthority.org or (947) 813-6903.

Products & Services

Item & Description	Quantity	Unit Price	Total
Dataworks Livescan as a Service, Transition Price Protection Adjustment (Years 2-5) Payment starts: October 1, 2026	1	\$1,725.00 / year	\$1,725.00 / year
CLEMIS Membership 19+ FTEs [FY27] Payment starts: October 1, 2026	20	\$255.00 / year	\$5,100.00 / year
MDC Wireless with Card [FY27] Payment starts: October 1, 2026	9	\$1,149.00 / year	\$10,341.00 / year
Dataworks Criminal Livescan-Mugshot 10+Palm (Existing) [FY27] Payment starts: October 1, 2026	1	\$6,900.00 / year	\$6,900.00 / year
Due now			\$0.00

Future Payments Summary

Item	Payment
Dataworks Livescan as a Service, Transition Price Protection Adjustment (Years 2-5)	\$1,725.00 / year starting on October 1, 2026
CLEMIS Membership 19+ FTEs [FY27]	\$5,100.00 / year starting on October 1, 2026
MDC Wireless with Card [FY27]	\$10,341.00 / year starting on October 1, 2026
Dataworks Criminal Livescan-Mugshot 10+Palm (Existing) [FY27]	\$6,900.00 / year starting on October 1, 2026

Terms and Conditions

The terms and conditions governing this Order Form, including payment terms, are set forth in the Main Services Agreement (the “[MSA](#)”). A copy of the MSA is available at www.clemisauthority.org/membership. Capitalized terms not defined in this Order Form have the meaning given them in the MSA.

1. Subscription

1.1 Public Agency Departments. Public Agency is subscribing for the Service to be provided to the departments of Public Agency listed above.

1.2 Subscription Term. The subscription term for the products below commences on the Order Form Effective Date above and will remain in effect through September 30 of the same fiscal year (October 1 through September 30). The subscription term will automatically renew for consecutive one-year terms, unless terminated by either party providing written notice at least 30 days prior to expiration of the then-current term.

2. Products, Services, and Fees

2.1 Product Subscription. Public Agency is subscribing to the products listed in this Order Form, which products will constitute the “Service” (as defined in the MSA) to be provided to Public Agency. Public Agency may purchase additional products to be included as part of the Service through the execution of additional Order Forms.

2.2 Professional Services. Public Agency is purchasing the services listed in this Order Form, which services will constitute “Professional Services” (as defined in the MSA) to be provided to Public Agency.

3. Signature Authority. The individual signing on behalf of Public Agency represents that they are duly authorized to sign this Order Form on behalf of Public Agency and contractually bind Public Agency to its terms.

Questions? Contact me



Lisa Werner
CLEMIS Authority Support
wernerl@clemisauthority.org
+19478136903

CLEMIS Authority
51111 Woodward Avenue, Suite 723
Pontiac, MI 48342
United States

Certificate Of Completion

Envelope Id: 3E40EC9F-9A21-88B9-81E1-7A762AB90989
 Subject: CLEMIS Authority: Your Participation Agreement is Enclosed
 Source Envelope:
 Document Pages: 59
 Certificate Pages: 4
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent
 Envelope Originator:
 Majd Soueid
 1200 North Telegraph Road
 Pontiac, MI 48341
 soueidm@clemisauthority.org
 IP Address: 54.174.62.147

Record Tracking

Status: Original
 5/22/2026 11:18:38 AM
 Holder: Majd Soueid
 soueidm@clemisauthority.org
 Location: DocuSign

Signer Events

Mike Womack
 mwomack@ci.lapeer.mi.us
 Security Level: Email, Account Authentication
 (None)

Signature

Timestamp

Sent: 5/28/2026 12:51:08 PM
 Viewed: 6/9/2026 4:50:03 PM

Electronic Record and Signature Disclosure:
 Accepted: 6/9/2026 4:50:03 PM
 ID: 9bbba3d0-6553-431f-bf5b-f4184e835d58

Bo Cheng
 chengb@clemisauthority.org
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Jeremy Howe
 jhowe@ci.lapeer.mi.us
 Chief of Police

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

COPIED

Sent: 5/28/2026 12:51:08 PM
 Viewed: 5/28/2026 2:09:01 PM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Hashed/Encrypted
 5/28/2026 12:51:08 PM
 Envelope Updated
 Security Checked
 5/29/2026 11:10:21 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CLEMIS Authority (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CLEMIS Authority:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: membership@clemisauthority.org

To advise CLEMIS Authority of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at membership@clemisauthority.org and in the body of such request you must state:

your previous email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CLEMIS Authority

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to membership@clemisauthority.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CLEMIS Authority

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to membership@clemisauthority.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

In Process

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CLEMIS Authority as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CLEMIS Authority during the course of your relationship with CLEMIS Authority.



ITEM G-3

Meeting Date: July 6, 2026
Department: Assessing Department
Requestor: Kelly Hanna, Director of Finance
Agenda Item: Assessment Administration Services, LLC Contract Modification

RECOMMENDATION (motion):

Approve a modification to the three-year contract with Assessment Administration Services, LLC for assessing services starting July 1, 2026, as presented, and authorize the City Manager to sign all necessary documents.

AGENDA ITEM INFORMATION:

The City Assessor retired in January 2026 and the City Commission authorized a three-year contract with Assessment Administration Services, LLC in November 2025 to replace the City Assessor. The Deputy Assessor recently resigned and the City attempted to replace the position unsuccessfully. To avoid a lapse in services provided to city residents, staff recommends entering into a modified contract with Assessment Administration Services, LLC for the full assessing department, under the direct supervision of the director of finance. They have done an excellent job performing the assessor duties over the last six months. It is not our intention to permanently outsource the assessing department, however, this provides the department coverage and stability for future evaluation. The cost of the contract is less than the existing budget, therefore, a budget amendment is not necessary and will result in a budget savings for the general fund. The new contract term will be July 1, 2026, to June 30, 2029.

Budgeted Amount:	\$125,000	Funds Requested:	None
Funding Source:	General Fund	CIP Project #:	None
		Budget Amendment Needed:	No
# of Bids/Quotes Obtained:	None	Budget Amendment Attached:	No
Explanation:	The City previously received four (4) bids for the original assessing contract. Since the City already has a contract with Assessment Administration Services LLC, staff does not believe it would be beneficial to bid for the deputy assessor.		

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made between The City of Lapeer, a Michigan municipal corporation (“City”) and Assessment Administration Services, L.L.C. (“Contractor”), as follows:

1. Effective Date. This Agreement shall be effective as of July 1, 2026 through June 30, 2029.

2. Term. This Agreement shall remain in effect for a term of three years (the “Term”), unless earlier terminated as provided herein.

3. Retention of Contractor. The City hereby retains Contractor to perform independent contracting services to provide those assessment functions which may be performed by an independent contractor consistent with Michigan law (the “Services”). Contractor accepts such assignment, subject to the terms and conditions set forth in this Agreement. Contractor shall take general assignments from the City Manager, or his/her designee. Contractor shall provide the following “Services” to the City:

- Provide a Michigan Advanced Assessing Officer (the “Assessor”) or higher to certify the City’s roll one day per week. In addition, the Assessor is available by remote access and/or email on an as needed basis. The Assessor will utilize his/her best efforts to respond to email inquiries within one business day. . To the extent necessary, the Assessor is appointed as the Assessor of Record for the City of Lapeer.
- Provide a certified individual in the office up to 2 days per week to process paperwork, assist the Assessor, conduct as needed field work and any other duties assigned by the Assessor.
- Supervise and maintain the assessment roll as outlined by State Tax Commission rules and regulations including any special assessment or special act rolls.
- Prepare and administer the March, July and December Boards of Review.
- Develop land value and economic condition factor analysis.
- Process all land division and combinations in the city.
- Ensure that all sales and property transfers and principal residence exemptions are processed properly.
- Ensure that all fieldwork including personal property canvas is processed and completed for the assessment roll.
- Prepare, defend and counsel regarding all Michigan Tax Tribunal cases filed in the Small Claims division, with the assistance of the City’s attorney if necessary. For cases filed with the Entire Tribunal division of the Michigan Tax Tribunal, coordinate the defense of such actions with the City’s attorney and testify when necessary.
- Attend necessary work sessions and City Council meetings.
- Assessment Roll Audit Compliance (Audit of Minimum Assessing Requirements).
- Provide knowledgeable customer service to the constituents of the City of Lapeer.

- All performed duties required as the Assessor of record per the Michigan State Tax Commission's Supervising Preparation of the Assessment Roll Policy.

4. Independent Contractor. Contractor's relationship with the City under this Agreement is that of independent contractor and not that of employee, partner, or joint venture. Contractor shall be responsible for payment of its own federal, state, and local taxes. The Contractor shall not participate in City's fringe benefit plans or programs. Contractor shall not enter into any agreement or commitment on behalf of City nor hold itself out as having such authority. The City shall be responsible for all office supplies, printing and licenses for software that pertain to Services performed by the contractor.

5. Contractor's Compensation. In consideration of Contractor performing the Services, the City shall pay Contractor as follows:

- (a) \$125,000.00 for the 1st year of the contract (July 1, 2026 – June 30, 2027) in monthly payments of \$10,416.66 due and payable on the first of each month while this Agreement is in effect.
- (b) \$130,000.00 for the 2nd year of the contract (July 1, 2027 – June 30, 2028) in monthly payments of \$10,833.33 due and payable on the first date of each month while this Agreement is in effect.
- (c) \$135,200.00 for the 3rd year of the contract (July 1, 2028 – June 30, 2029) in monthly payments of \$11,266.66 due and payable on the first date of each month while this Agreement is in effect.
- (d) Notwithstanding any other provision of this Agreement, if this Agreement is terminated as provided herein prior to the end of the Term, Contractor shall only be entitled to pro-rated payment through the effective date of termination and shall have no right to payment thereafter.

6. Indemnity and Insurance. The Contractor shall be liable to the City, and hereby agrees to indemnify, defend, and hold the City harmless against all claims, damages, penalties, fines, costs, fees (including attorney fees), expenses, injuries or the like arising out of or related to Services rendered hereunder caused by any negligent conduct, intentional conduct, or act of the Contractor or any of its employees..

The Contractor will carry the following insurance coverage at all times during this agreement:

- a. Comprehensive general liability insurance covering the Contractor and the City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same

limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate. The City shall be listed as an additional insured on such policy of insurance and Contractor shall provide a certificate of insurance to the City.

b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Contractor as required by Worker's Disability Compensation Act of State of Michigan.

c. The Contractor shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 liability limit for each claim and in the aggregate including claim expenses. However, the City understands that it cannot be listed an additional insured under this type of policy..

7. Proprietary Information. Contractor acknowledges that through its activities under this Agreement, it may come into possession of confidential or proprietary information belonging to the City. Contractor agrees that it and its employees, agents, and contractors will not directly or indirectly disclose to any other person or entity, or make any use of, any of the City's confidential or proprietary information, whether or not such information was developed or obtained by Contractor, except as authorized by the City in connection with Contractor's activities under this Agreement and in furtherance of the City's best interests. Upon termination of this Agreement, Contractor shall return to the City all such confidential and proprietary information in its possession and control and shall not make or retain any copies or summaries. The obligations of this Paragraph shall survive termination of this Agreement.

8. No Violation of Other Agreements. Contractor warrants and represents that this Agreement does not violate the terms and conditions of any other agreement to which Contractor is a party or interfere with any business expectancy. Contractor warrants that it will not utilize any invention, trade secret, or other intellectual property in which it does not have a proprietary interest or legal right of use. Contractor shall indemnify and defend the City against any claim, lawsuit, cause of action, demand, cost, or other expenses (including reasonable attorney fees and court costs) incurred by the City as a result of any inaccuracy in or breach of the warranties and representations of this Paragraph.

9. Termination. This Agreement may be terminated as follows:

(a) Either party may elect to terminate this Agreement for any reason or no reason upon thirty (30) days written notice to the other party. Provided, Contractor may not terminate this Agreement between January 1 and April 1 in any year.

- (b) The City may immediately terminate this Agreement, in its sole discretion for the Contractor's gross negligence or gross dereliction of duties; the conviction of a crime by one of Contractor's principals; Contractor's breach or default on this Agreement; or other circumstances that defeat the purpose of this Agreement.

10. No Oral Modifications. This Agreement may not be modified or amended by any oral agreement and may only be modified or amended by a writing signed by both parties.

11. Assignment. Contractor may not assign this Agreement without the written consent of the City.

12. Entire Agreement. This Agreement contains the entire understanding of the parties related to the subject matter hereof and supersedes all previous verbal and written agreements, representations, or warranties.

13. Counterparts. This Agreement may be executed in separate counterparts. A copy of this Agreement is effective as an original.

14. Miscellaneous Representations. Each party has consulted or has had the opportunity to consult with its own attorney prior to execution of this Agreement. Each party has read this Agreement in its entirety before signing and understands its terms. Each party signs as its free act. There shall no presumption or construction of this Agreement in favor of any party based on draftsmanship.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

THE CITY OF LAPEER

ASSESSMENT ADMINISTRATION
SERVICES, L.L.C.

By: Mike Womack
Its: City Manager

By: Lisa Griffin
Its: Member

ITEM G-4

RESOLUTION NO. 2026-06

A RESOLUTION TO PRESERVE THE COMPLETE RECORD AND ATTACH ADDITIONAL CONTEXT TO THE JUNE 15, 2026, CORRECTIVE FINDINGS

WHEREAS, on June 15, 2026, the City Commission adopted corrective findings concerning Commissioner Joshua Atwood; and

WHEREAS, those findings reference statements and events occurring during the April 6, 2026, and June 1, 2026, City Commission meetings; and

WHEREAS, portions of the discussions relied upon in the corrective findings were summarized or excerpted rather than included in their entirety; and

WHEREAS, the complete transcripts of those exchanges contain additional statements and procedural events that may assist future readers in understanding the full context of the record; and

WHEREAS, maintaining a complete and accurate legislative record promotes transparency, fairness, and public confidence in municipal government.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAPEER:

SECTION 1. The City Commission acknowledges that the corrective findings adopted on June 15, 2026, reference discussions that occurred during the April 6, 2026, and June 1, 2026, meetings.

SECTION 2. The City Commission further acknowledges that the complete transcript excerpts attached as Exhibit A and Exhibit B provide additional context regarding those discussions and proceedings.

SECTION 3. The City Commission finds that preservation of the complete record is in the public interest and will assist future review of the events referenced within the corrective findings.

SECTION 4. The City Commission directs that Exhibit A, entitled "April 6, 2026, Meeting Transcript Excerpt," and Exhibit B, entitled "June 1, 2026, Meeting Transcript Excerpt," be attached to and maintained with the official legislative record associated with the June 15, 2026, corrective findings.

SECTION 5. Nothing in this Resolution shall be construed as affirming, rejecting, or modifying the substantive conclusions contained within the June 15, 2026, corrective findings. The purpose of this Resolution is solely to preserve additional context and ensure a complete historical record.

SECTION 6.

The City Commission reaffirms its commitment to maintaining records that accurately reflect the proceedings of the Commission and promote transparency and accountability in local government.

ROLL CALL VOTE:

Ayes:

Nays:

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 July 6, 2026.

Romona Sanchez, CMC MiPMC3
City Clerk, City of Lapeer

EXHIBIT A

APRIL 6, 2026, MEETING TRANSCRIPT

CORRECTIVE FINDINGS REFERENCE

Timestamp: Approximately 2:15:03 – 2:16:52

Purpose of Exhibit:

This Exhibit is attached to Resolution No. _____ to provide the complete context associated with the April 6, 2026, meeting exchange referenced in the June 15, 2026, Corrective Findings.

Transcript:

Mayor: Um, there is a majority that feel they have enough information to vote on this. Mr. Atwood, you have indicated that you don't have enough information to pay a bill where services were rendered.

Commissioner Atwood: I don't have any information.

Mayor: Well, I wonder how it is that you voted for the bill listing. I'm sure you don't know anything about any of those items in detail that you're asking for here. Not in great detail.

Commissioner Atwood: Excuse me, you want to go toe-to-toe?

Mayor: Mr. Atwood, if you threaten me again like that, I will have you removed.

Commissioner Atwood: You're threatening my character right now.

Mayor: No, I'm not.

Commissioner Atwood: I don't have any information and from the beginning of hiring this law firm, none.

Mayor: You're welcome to ask and inquire and get the information.

Commissioner Atwood: On what planet is that okay to do?

Mayor: On every planet. When you don't have an answer, you ask questions.

Commissioner Atwood: The business has to happen here, not on a phone call outside of City Hall.

Mayor: Considering the nature of the matter, it does happen on phone calls and that's what was authorized.

Commissioner Atwood: You guys just admitted to knowing information outside of the city meeting.

Mayor: Are you finished?

Commissioner Atwood: I think I'm done now. Can I get a drink of water?

Mayor: If you have another outburst like that and threaten me again, you will be removed from this room.

Commissioner Atwood: Do it. That won't go good for you.

Mayor: It doesn't feel good to be asked if I'd like to go toe-to-toe and be threatened.

Commissioner Brady: I don't like having my political motives questioned.

Commissioner Atwood: I didn't mean toe-to-toe in a fighting manner.

Mayor: I'm sorry. Then you should choose your words more wisely.

End of Transcript Excerpt.

EXHIBIT B

JUNE 1, 2026, MEETING TRANSCRIPT

POINT OF ORDER, REQUEST TO MAKE A MOTION, AND CENSURE DISCUSSION

Purpose of Exhibit:

This Exhibit is attached to Resolution No. _____ to provide the complete context associated with Commissioner Atwood's Point of Order, request to make a motion, and the subsequent discussion cited within the June 15, 2026, Corrective Findings.

Transcript:

Mayor Hing: Four subsection G traffic impact...

Commissioner Atwood: Again, who is expecting...

Mayor Hing: Volume of traffic to be generated by the proposed use shall not adversely affect...

Commissioner Atwood: Here, here's the way I see it...

Mayor Hing: Streets and traffic patterns...

Commissioner Atwood: Can I, point of order...

Mayor Hing: We are forming a motion.

Commissioner Atwood: We're not forming a motion, you're writing a motion, okay. Here's how I see it, correct me if I'm wrong. You didn't get your way on planning. You have control here, so now you can get your way. So, you're writing that.

Mayor Hing: You're out of order.

Commissioner Atwood: Am I right or am I wrong?

Mayor Hing: You're out of order.

Commissioner Atwood: Am I right or am I wrong?

Mayor Hing: Again. You're out of order.

Commissioner Atwood: Am I right?

Mayor Hing: You're wrong.

Commissioner Atwood: Or am I wrong?

Mayor Hing: You're wrong.

Commissioner Atwood: Absolutely, I'm not wrong.

Mayor Hing: You do not have the floor.

Commissioner Atwood: I don't need the floor.

Mayor Hing: Oh my goodness.

Commissioner Atwood: Can I make a motion?

Mayor Hing: You're out of order again. That's three times.

Commissioner Atwood: Well, let's make it four.

Mayor Hing: You're off the floor.

Commissioner Atwood: I'm not trying to make a joke, Commissioner Petrie.

Commissioner Petrie: It's not funny.

Commissioner Atwood: I'm stating the reality.

Mayor Hing: You're not following order or decorum either.

Commissioner Atwood: That's what's really going on.

Commissioner Atwood: Call it whatever you want to see or say.

Mayor Hing: I'll entertain a motion to censure Mr. Atwood because he just can't stop himself right now for the remainder of this agenda item.

Commissioner Atwood: I can't stop speaking the truth. I apologize.

End of Transcript Excerpt.



ITEM H-1

Meeting Date: July 6, 2026
Department: City Manager
Requestor: Mike Womack
Agenda Item: Request for Proposals 2026 Attorney Services

RECOMMENDATION (motion):

To release the Request for Proposals for 2026 Attorney Services as presented (Commission may wish to determine the response dates, otherwise staff will determine reasonable dates).

AGENDA ITEM INFORMATION:

Commissioner McCarthy indicated her desire to see a rerelease of the Request for Proposals for City Attorney services, with the Commission consenting to review an RFP to be released. The last RFP for this position was completed in 2023 resulting in the City's working with Fletcher Fealko law firm out of Port Huron.

Budgeted Amount:	N/A	Funds Requested:	N/A
Funding Source:		CIP Project #:	
		Budget Amendment Needed:	
# of Bids/Quotes Obtained:		Budget Amendment Attached:	
Explanation:			



City of Lapeer
576 Liberty Park
Lapeer, MI 48446

Request for Proposals 2026

Attorney Services

Introduction

The City of Lapeer has a population of approximately 9,072 according to the 2020 census data, within a six (6) square mile area. It is in Lapeer County and is the county seat and is located east of Flint and north of Auburn Hills along M-24, and I-69.

The City of Lapeer is governed by a Commission-Manager form of government consisting of a Mayor and five city Commissioners. The term of office of Mayor and Commissioners is for four years and are on a non-partisan basis. City Commission meetings are held on the first and third Monday of each month at 6:30 p.m.

Position

The City Attorney is the legal representative of the City and advises the Mayor, Commission and City Manager in matters relating to their official powers and duties and performs such duties as the Mayor, City Commission, or City Manager may prescribe by ordinance, resolution, or request.

The City attorney is NOT an employee of the City of Lapeer and therefore is not eligible for any benefits, etc. through the City of Lapeer. The City Attorney is a lawyer or legal firm contracted to provide representation to and perform legal work on behalf of the City of Lapeer.

The City of Lapeer City Charter, Section 4.14 Attorney: functions and duties; provides an overview of the responsibilities. In addition to that, we expect that the best candidates will have experience and sophistication in the following minimum areas:

- Handling ordinance and criminal violations.
- Litigating MTT matters.
- Preparing and reviewing contracts, ordinances, and policy.
- Be up to date on current law, regulations, and statutes affecting City governance and operations.
- Police Department policy and procedures.
- Advising City Commission on rules and procedures; including City Commission meetings.
- City owned property, easements, and ROW matters
- New regulatory advisement for policy including marihuana laws and social districts.
- Such other matter that may be assigned by the Mayor or City Manager.

Required Qualification

- Must be an attorney-at-law admitted to practice in the State of Michigan, having been active in the practice for at least seven (7) years prior thereto.
- Must have at least five (5) years of legal experience as an attorney actively and primarily representing municipalities in administrative proceedings and litigation in various areas relevant to municipal government such as Michigan based land use, annexations, real estate acquisitions/sales, engineering, public finance, construction law, contract negotiations and drafting, and employment law.
- Availability to accommodate the legal needs of the City of Lapeer.

SCOPE OF SERVICES

Various legal services required include but are not limited to

- Consultation with City Manager and City Commission:
 - General government business consultation with the City Manager, Department Directors, and City Commission.
 - Attend regular Council meetings (twice per month) as required by City Charter.
 - Attend special Commission meetings, executive sessions, and meetings of the various boards and commissions at the direction of the City Manager.

General Matters

- Interpretation of City Charter, preparation, revision, and/or review of resolutions and ordinances at the direction of the City Manager:
 - Consultation with the City Manager, Department Directors and various boards and commissions on proposed or revised City Policy and ordinances.
 - Review, prepare or revise ordinances at the direction of the City Manager.
 - Review, arrange or prepare required notices at the direction of the City Manager.
 - Prepare for, and attend, public meetings at the direction of the City Manager.
 - Review or prepare all documents for the purchase and sale of real and personal property at the direction of the City Manager.
- Prepare for and represent the city in matters of all Civil Litigation.
- Prepare or review all contracts for the City at the direction of the City Manager.
- Prepare for and represent the city in matters of annexation and other real estate and land use matters.

Other Duties

- Review or prepare all resolutions for special assessments as requested.
- Assist Assessor when necessary, including appearance, prosecution, or defense of cases before the Michigan Tax Tribunal and State Tax Commission.
- Advise in matters of the various boards and commissions at the request of the City Manager.
- Represent the City as directed by the City Manager.
- Review and provide consultation to the City on various insurance matters
- Consult with the City Manager, as needed in labor and personnel matters.

Environmental Matters

- Represent the City in matters related to environmental regulation.

Proposal Content

The city is open to any proposed cost proposal that you or your firm prefer but the proposal will be reviewed for its advantageousness to the City. The cost proposal may include a monthly retainer, hourly billing, or some combination thereof and should, at a minimum, address the following:

- Attendance at all City Commission meetings, special meetings, workshops, and retreats as requested.
- Cost of postage, supplies, material, equipment, and incidental items.
- Consultation with Commission and staff.
- Research.
- Out of pocket expenses, including travel.
- Hourly rates and billing practices.
- Those items included as part of any proposed monthly retainer and those excluded.

Proposals must be in writing and include the following:

1. The name of the Attorney seeking the position and the law firm which the attorney is affiliated with. The resume and/or detailed summary of the attorney's experience and qualifications relevant to the position, including a detailed statement of the attorney's current and past professional experience, appointment/positions, important or relevant cases and case citations, and work relative to the positions and the periods during which such positions or cases were performed.
2. The names and resumes of the principals/partners in the attorney's law firm.
3. A statement certifying that the attorney(s) providing counsel to the City of Lapeer has never been reprimanded, censured, or suspended for ethics violations. An attorney who has been reprimanded, censured, or suspended will be disqualified.
4. A description of the location and facilities that the attorney will be available at and providing services from, and the staff regularly at that office.
5. Information regarding policies, procedures, and safeguards in place to ensure the security of all confidential information or other sensitive information related to the City of Lapeer.
6. A list of current municipal clients and the date you started providing legal counsel/service to said municipality.
7. A listing of municipal clients that have cancelled services with you. Please include the dates of service and reason for canceling services agreement.
8. A listing of any clients that have had, or are expected to have, interactions with the City of Lapeer.
9. Statement setting forth malpractice coverage.
10. Statement as to any affiliations, political party offices, or political or elected offices held by the responding attorney.
11. Proposed form of engagement letter containing proposed rate/fee structure.

Proposal Submission

Responses are due by **XXX**. Those responding should submit nine (9) paper copies and one (1) high quality digital copy of their proposal. Any questions should be directed to the City Manager by phone or email.

Mike Womack, City Manager
City of Lapeer
576 Liberty Park
Lapeer, MI 48446

Phone: 810-664-5231
Email: mwomack@ci.lapeer.mi.us

The City reserves the right to accept or reject any or all proposals as a result of such an evaluation. The City also reserves the right to make counteroffers, negotiate and/or waive any irregularities as it deems to be in its best interest. The final decision regarding the successful firm will be made solely by the City Commission. The award will be made to the person(s) or firm(s) which, in the opinion of the city, presents the best combination of service and economic benefit. Successful qualified lawyers or firms should expect to be interviewed by the City Commission as part of the Commission's decision making.

Proposals must be submitted to the City Clerk, City of Lapeer, 576 Liberty Park, Lapeer, MI 48446, no later than **XXX**. All proposals must be contained in a sealed envelope and clearly marked "Proposal for Legal Services."

Proposals will be opened at **XXXX** in the Lapeer Commission Chambers, located at 576 Liberty Park, MI 48446.

NOTE:

See below for number of hours of general legal work and police matters completed since July 2025.

General Legal Work

2025	Total Hours	Hours at Commission Meetings
JULY	14.5	5.5
AUGUST	12	6
SEPTEMBER	10.75	3.5
OCTOBER	20.25	8.25
NOVEMBER	19	4.5
DECEMBER	20.52	12.75
2026		
JANUARY	21.5	9.75
FEBRUARY	18	7.75
MARCH	18.75	8.75
APRIL	31.75	11.25

Police Matters

2025	Total Hours
JULY	17.75
AUGUST	11.75
SEPTEMBER	9.5
OCTOBER	16.5
NOVEMBER	10.5
DECEMBER	10.75
2026	
JANUARY	17.75
FEBRUARY	8.5
MARCH	16.75
APRIL	9.25

If the retainer method is proposed, it is understood that the retainer would cover a "basic scope of services". Any work requested beyond this scope would be paid on an hourly basis. Please submit your proposed scope of services and the hourly rates for work beyond the scope. (For example, it is understood that litigation would be billed hourly, but that normal daily consultations would be part of the monthly retainer.)



ITEM J-1

To: Mayor and City Commission
Date: July 6, 2026
RE: Boards & Commissions Appointments

MAYORAL APPOINTMENT

BOARD OR COMMISSION	MEMBER NAME	CURRENT TERM EXPIRES	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
Construction Board of Review	Vacancy	Jul 1, 2026	2 Year		Awaiting Recommendation
County Center Board	Vacancy	Jan 1, 2027	1 Year		Awaiting Recommendation
Local Development Finance Authority	Vacancy	Aug 1, 2027	4 Year		Awaiting Recommendation
Local Officers Compensation Commission	Vacancy	Oct 1, 2030	5 Year		Awaiting Recommendation
Park Board	Vacancy	April 1, 2029	3 Year		Awaiting Recommendation

COMMISSION APPOINTMENTS

BOARD OR COMMISSION	MEMBER NAME	EXPIRATION	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
Board of Review	Vacancy - Alternate	Jan 1, 2029	3 Year		Awaiting Recommendation
Income Tax Board of Review	Vacancy	Dec 1, 2028	3 Year		Awaiting Recommendation
Lapeer Building Authority	Vacancy Vacancy	Jun 1, 2027 Jun 1, 2028	3 Year 3 Year		Awaiting Recommendation
Prison Liaison Committee	Vacancy	Apr 1, 2028	3 Year		Awaiting Recommendation
Zoning Board of Appeals	Vacancy Vacancy – Alternate Vacancy – Alternate	Apr 1, 2029 Apr 1, 2027 Apr 1, 2028	3 Year 3 Year 3 Year		Awaiting Recommendation

The following individuals have applied to a Board or Commission:

<u>Board/Commission:</u>	<u>Name:</u>	<u>Application Submitted:</u>	<u>Current Term Ends:</u>
---------------------------------	---------------------	--------------------------------------	----------------------------------

Mayoral Appointments:

Current Board Members seeking re-appointment:

Lapeer Neighborhoods, Inc.	James Mikus	04/16/2026	08/01/2026
Planning Commission	Austin Kelly	04/27/2026	08/01/2026
Planning Commission	Doug Roberts	04/28/2026	08/01/2026

Applications submitted for Board with NO Vacancy:

Planning Commission	Anne Shenck	04/21/2026	N/A
Planning Commission	Wesley Weber, Jr.	05/18/2026	N/A

Commission Appointments:

Current Board Members seeking re-appointment:

None.



Application for Boards and/or Commissions
Please complete, sign and date the application and return to:
City Clerk's Office, 576 Liberty Park, Lapeer, MI 48446
810-664-5231
Email: clerk@ci.lapeer.mi.us

☐ Accuracy Board	☐ Downtown Development Authority	☒ Lapeer Neighborhoods, Inc.
☐ Board of Review	☐ Economic Development Corporation / Tax Increment Financing Authority / Brownfield Redevelopment Authority	☐ Local Development Finance Authority
☐ Cemetery Board	☐ Greater Lapeer Transportation Authority	☐ Local Officers Compensation Commission
☐ Center for the Arts of Greater Lapeer	☐ Income Tax Board of Review	☐ Park Board
☐ Construction Board of Review	☐ Lapeer Building Authority	☐ Planning Commission
☐ County Center Board	☒ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	☐ Lapeer Housing Board of Appeals	

Please tell us why you wish to serve on this Board or Commission; describe your relevant experience; and what do you feel you can contribute to the Board or Commission:

* Many years experience on Housing Commission
* Concern about housing for elderly and under-served.

Applicant Information:

Print Name:

JAMES

MIKUS

(First)

(Last)

Street Address:

Home Phone:

Cell Phone:

Email:

Employer:

Retired

Occupation:

Educational Background:

B.S. CMA ; M.S. Ohio State

Community Activities and/or Work Experience:

* Resident since 1973

* Member of Housing Commission & Bd of Lapeer Neighborhoods

Signature

Date

4-16-26

Thank you for your interest in serving on one of our Boards or Commission. All information on this application is public information and subject to disclosure in response to public records request made pursuant to the Freedom of Information Act.

APR 16 2026

CITY MANAGER
LAPEER, MI



Application for Boards and/or Commissions

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☐ Construction Board of Review	☐ Lapeer Building Authority	☒ Planning Commission
☐ County Center Board	☐ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	☐ Lapeer Housing Board of Appeals	

Please tell us why you wish to serve on this Board or Commission; describe your relevant experience; and what do you feel you can contribute to the Board or Commission:

I WISH TO CONTINUE TO SERVE ON THE PLANNING COMMISSION. WITH MY 8 YEARS ON THE BOARD I FEEL I HAVE BROUGHT GOOD CONVERSATIONS TO THE ITEMS BROUGHT IN FRONT OF US. MY ONLY GOAL IS TO BETTER THE CITY OF LAPEER.

Applicant Information:

Print Name: AUSTIN KELLY
 (First) (Last)

Street Address: _____

Home Phone: _____ Phone: _____

Email: C

Employer: SPECTRUM Occupation: CONSTRUCTION SUPERVISOR

Educational Background: TRADE SCHOOL (VIDEO PRODUCTION)

Community Activities and/or Work Experience: SITTING CHAIR OF THE PLANNING COMMISSION. MEMBER OF THE LAPEER MASONIC LODGE. TRACK OPERATOR OF RICHFIELD PARK BMX (NON PROFIT)

Signature: [Signature] Date: 4-27-26

Thank you for your interest in serving on one of our Boards or Commission. All information on this application is public information and subject to disclosure in response to public records request made pursuant to the Freedom of Information Act.

RECEIVED

APR 27 2026

CITY OF LAPEER



RECEIVED

APR 28 2026

CITY MANAGER
LAPEER, MI

Application for Boards and/or Commissions

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☐ County Center Board	☐ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	☐ Lapeer Housing Board of Appeals	

Please tell us why you wish to serve on this Board or Commission; describe your relevant experience; and what do you feel you can contribute to the Board or Commission:

I would like to continue as a planning commission member. I have spent my entire life living in Lapeer, either the city or township. I have been a member of the planning commission for roughly 6 years now. I really enjoy working with others to achieve a common-good for all citizens of Lapeer. I have 40 years of business experience that I think helps in forming decisions. I have also been a member of the Lapeer Optimist Club.

I am currently the vice-chairperson for the planning commission.

Applicant Information:

Print Name: Doug

(First)

Roberts

(Last)

Street Address:

Home

Cell Phone:

Email:

Employer: Sherwin-Williams Company

Occupation: Military market segment sales representative

Educational Background:

Lapeer East High School graduate -1996

Ferris State University graduate- 1991 B.A. in business administration

Community Activities and/or Work Experience:

Lapeer Planning Commission

Lapeer Optimist Club

Coach of numerous youth sports, including: soccer, basketball, and baseball.

Signature

April 27, 2026

Date

Thank you for your interest in serving on one of our Boards or Commission. All information on this application is public information and subject to disclosure in response to public records request made pursuant to the Freedom of Information Act.



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☐ District Library Board	☐ Lapeer Housing Board of Appeals	

Please tell us why you wish to serve on this Board or Commission; describe your relevant experience; and what do you feel you can contribute to the Board or Commission:

see Attached

Applicant Information:

Print Name:

ANNE
(First)

Shenck
(Last)

Street Address:

Home Phone:

Email:

Employer:

Retired

Occupation:

RN

Educational Background:

ADN-UNiv of AK, BSN- U of MI-Flint
MA-MSU emphasis on public relations

Community Activities and/or Work Experience:

see attached also
BCLS, Neonatal Resuscitation & Fetal Monitor certification until Retired

Signature

Date

Thank you for your interest in serving on one of our Boards or Commission. All information on this application is public information and subject to disclosure in response to public records request made pursuant to the Freedom of Information Act.

Relevant Experience

- moved to Lapeer in 1980 to a federally registered historical landmark "The Eagle Tavern". Worked to restore and maintain historical status
- 1983/84 attended MSU extension course Building Leadership in Tourism: attended the Arkansas section; at the end of year long course was nominated by my group to do the Report of our findings to the state tourism board
- attended sessions of MI congress as representative of group fighting the location of tri-county prison in Lapeer
- was on cemetery board
- Ran for mayor (88/89) - several of my platform goals were adopted
- member of Lapeer 2000 - co-chair of Housing/Land Use Task force
- appointed to Planning Commission (did not resign was forced to leave)
- currently on zoning board
- President/Treasurer of JW Shenck, DMD, PC from 2000 until closure in 2018
- First faculty advisor to MI student nurses association appointed by the state student nurses - served for 2 years

Reason

From school age on I have felt a responsibility to contribute. During my senior senior year of high school the phrase: government of the people, by the people, for the people requires accountability from each capable citizen. The history of Lapeer is unique and I feel privileged to be able to contribute as well as preserve it. During my campaign for mayor I became aware of the intricacies and impact an individual can contribute to local government. I felt my varied background would be most beneficial to the planning commission. I asked mayor Belhausen and he gave me the appointment. I believe my most valuable asset to the planning commission is my lack of ties to any one local entity and my devotion to listening and responding to the citizens concerns over any special groups/individuals.



Application for Boards and/or Commissions

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☐ Construction Board of Review	☐ Lapeer Building Authority	☒ Planning Commission
☐ County Center Board	☐ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	☐ Lapeer Housing Board of Appeals	

Please tell us why you wish to serve on this Board or Commission; describe your relevant experience; and what do you feel you can contribute to the Board or Commission:

I am interested in serving on the City of Lapeer Planning Commission, provided that there will be any available openings/vacancies, and provided that training could be made available in bringing on new members to the Planning Commission.

In my time interacting with the Planning Commission, primarily with respect to Brookwood, I feel that I have been able to understand more complex municipal issues (in this case MSHDA Tax Increment Financing) and I have brought in

helpful discussion. I also feel that I am able to listen well, and also to differing perspectives, and to gather all relevant info prior to making decisions. I want to serve the City of Lapeer, I hope to see it prosper, and I am hopeful that

I might be considered in serving on this board. I am aware (I believe this is correct) that this would mean I would be unable to simultaneously serve on the Zoning Board of Appeals. Thank you for considering me.

Applicant Information:

Print Name: Wesley

(First)

Weber Jr.

(Last)

Street Address:

Home

Cell Phone:

Email:

Employer: APTIV

Occupation: Mechanical Design Engineer

Educational Background:

USMC - Certified 6035 Avionics Electrician. Undergraduate Mechanical Engineering (Youngstown State).

Currently enrolled in the Master's Program at Knox Theological Seminary, nearing completion of the MDIV path.

Community Activities and/or Work Experience:

USMC Avionics (4 years), and then 29 Years of Mechanical Design Engineering at APTIV in Troy, MI. I have been awarded 24 patents by the USPO.

I am active in pastoral ministry, preaching monthly at King Haven (in Trenton, MI), annually (since 2012) at the First Pres Trenton

Summer Camp Ministry (serving the Jr. High students), and currently providing pulpit supply while in a church planting residency at Immanuel Clarkston

Wesley W. Weber Jr.

18 May 2026

Signature

Date

Thank you for your interest in serving on one of our Boards or Commission. All information on this application is public information and subject to disclosure in response to public records request made pursuant to the Freedom of Information Act.

RECEIVED

MAY 18 2026

CITY MANAGER
LAPEER, MI

CITY OF LAPEER, 576 LIBERTY PARK, LAPEER, LAPEER COUNTY, MICHIGAN 48446

N-1

2026 MEETING DATES

In accordance with the Open Meetings Act, MCL 15.261 et. Seq., notice is hereby given that every meeting of the City Commission, Boards, Authorities and Commissions of the City of Lapeer shall be open to the public. Notice is further given that the following City Commission, Boards, Authorities and Commissions are regular meeting dates for 2026. A public notice of each special or rescheduled meeting will be posted at least 18 hours prior to the time of the meeting.

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

Address of the above locations are as follows:

Commission Chambers City Hall, 576 Liberty Park
City Hall - 2nd Floor
Conference Room City Hall, 576 Liberty Park
Mt. Hope Cemetery 1230 Park Street

Romona Sanchez, CMC, MiPMC3
City Clerk

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

Updated: 3/5/2026



MAT. TRANS.

To: City Commission
Date: July 6, 2026
RE: Material Transmittals

1. Lapeer Housing Commission Meeting Minutes – May 21, 2026.
2. Planning Commission Meeting Minutes – May 4, 2026.
3. Zoning Board of Appeals Meeting Minute – June 23, 2025.

**CITY OF LAPEER
MINUTES OF A REGULAR
LAPEER HOUSING COMMISSION MEETING
LAPEER RIVERVIEW TOWERS, LLC
MAY 21, 2026**

A regular meeting of Lapeer Housing Commission/Lapeer Riverview Towers, LLC was held at Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan on Thursday, May 21, 2026, at 4:05 P.M.

Members Present: Chair Jim Mikus, Vice Chair Kerri Roberts, Commissioner Robin Chesnutt.

Members Absent: Lisa Lie and Valarie Miller.

Also Present: Executive Director Denise Soldenski and Housing Manager Janelle Jackson.

Chair Mikus called the meeting to order at 4:05 P.M.

MINUTES

It was moved by Commissioner Roberts and supported by Commissioner Chesnutt to approve the minutes of the meeting held on April 16, 2026, as presented.

Yeas: Commissioners Mikus, Roberts, and Chesnutt.

Nays: None.

Absent: Lie and Miller.

MOTION CARRIED.

PUBLIC COMMENTS

There were no public comments.

MONTHLY FINANCIAL REPORT APPROVAL

It was moved by Commissioner Roberts and supported by Commissioner Chesnutt to approve the Monthly Financial Report as presented.

Yeas: Commissioners Mikus, Roberts, and Chesnutt.

Nays: None.

Absent: Lie and Miller.

MOTION CARRIED.

MONTHLY BILL APPROVAL

Housing Manager Jackson reviewed additional checks submitted for payment approval.

It was moved by Commissioner Chesnutt and supported by Commissioner Roberts to ratify the monthly bills paid as follows: 1) Riverview Towers LLC Checking; 2) Riverview Towers LLC Reserve for Replacements; 3) Housing Choice Voucher – Monthly Landlord Payments; 4) Housing Choice Voucher; and 5) Contractor Payments as presented.

Yeas: Commissioners Mikus, Roberts, and Chesnutt.

Nays: None.

Absent: Lie and Miller.

MOTION CARRIED.

RIVERVIEW TOWERS

Housing Manager Jackson reported there are three vacant units at Riverview Towers as of April 30, 2026.

COMMISSIONER COMMENTS

There were no commissioner comments.

STAFF REPORTS

Executive Director

Approval of 2026 Income Limits effective 5/21/2026

Director Soldenski presented the 2026 Income Limits that were released by HUD for the housing programs effective May 21, 2026.

It was moved by Commissioner Roberts and supported by Commissioner Chesnutt to make the HUD 2026 income limits effective for May 21, 2026, for both the Housing Choice and Project Based Voucher programs.

Yeas: Commissioners Mikus, Roberts, and Chesnutt.

Nays: None.

Absent: Lie and Miller.

MOTION CARRIED.

Housing Quality Standard Inspections (HQS)

Director Soldenski reported HUD has changed the standard for Housing Quality Standard Inspections (HQS) to National Standards for the Physical Inspection of Real Estate (NSPIRE). The mandatory conversion will be required by February 1, 2027.

Housing Opportunity Through Modernization Act (HOTMA)

Director Soldenski reported HUD has suggested January 2027 as the deadline for Housing Opportunity Through Modernization Act (HOTMA) implementation, which means items such as HUD software updates should be ready by September 2026.

ADJOURNMENT

There being no further business, it was the consensus of the commission to adjourn the meeting at 4:11 P.M. **MEETING ADJOURNED.**

Denise Soldenski, Executive Director

Jim Mikus, Chairman

**CITY OF LAPEER
MINUTES OF A REGULAR
PLANNING COMMISSION MEETING
May 14, 2026**

A regular meeting of the City of Lapeer Planning Commission was held at 6:30 p.m. on Thursday, May 14, 2026, at Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan.

Members Present: Chair Austin Kelly, Vice Chair and Commissioners Jeremy Hing, Catherine Bostick-Tullius, Jeff Pattison, Marty Johnson, and Josh Atwood.

Members Absent: Doug Roberts and Audrey Brady.

Also Present: Rowe Professional Services Company Planning Consultant Wade Burkholder, Community and Economic Development Director Samantha Fountain, and City Manager and Recording Secretary Mike Womack.

Chair Kelly called the meeting to order at 6:32 p.m.

AGENDA APPROVAL

296 2026 05-14 Agenda Approval

Motion by Catherine Bostick-Tullius. Seconded by Jeff Pattison.

To approve the agenda for the May 14, 2026, meeting as presented.

Ayes: Commissioners Johnson, Bostick-Tullius, Hing, Atwood, Pattison.

Nays: None.

Absent: Doug Roberts and Audrey Brady.

MOTION CARRIED.

MINUTES

297 2026 05-14 Meeting Minutes

Motion by Austin Kelly. Seconded by Hing.

Approve the minutes of the regular meeting held on April 9, 2026, as presented.

Ayes: Commissioners Johnson, Bostick-Tullius, Hing, Atwood, Pattison.

Nays: None.

Absent: Doug Roberts and Audrey Brady.

MOTION CARRIED.

PUBLIC COMMENTS

None.

Public Hearing Scheduled

Special Land Use - 24 S. Court Street

Consultant Burkholder reviewed the request received from Adnan Shango to approve a SLU for 24 S. Court St.

Chair Kelly opened the public hearing at 6:47 p.m.

Adnan Shango spoke in favor of approving the SLU.

There being no further comments, the public hearing was closed at 6:49 p.m.

Commission discussed the property and proposed use and determined that the proposed use of the property met the requirements of a SLU based upon findings in Planner's memo.

298 2026 05-14 Special Land Use - 24 S. Court Street

Motion by Bostick-Tullius. Seconded by Hing.

To approve the special land use application requested by Adnan Shango for 24 S. Court Street. PIO: L21-25-500-040-00 because the request meets the Standard(s) in Section 7-19-04 for approval of a special land use proposal.

Ayes: Commissioners Johnson, Bostick-Tullius, Hing, Atwood, Pattison.

Nays: None.

Absent: Doug Roberts and Audrey Brady.

MOTION CARRIED.

Public Hearing Scheduled

Rezoning - 3300 Davison Rd. & Vacant Parcel

Consultant Burkholder reviewed the request from Jeff Van Camp and Adnan Shango to rezone 3300 Davison Rd and Vacant Parcel PIO: L20-83-307-040-00 and L20-83-308-040-00 from B-2 General Business to RM-2 Multiple Family Residential.

Chair Kelly opened the public hearing at 6:55 p.m.

Jeff Van Camp discussed the proposed plans as the architect for the project

Adnan Shango spoke in favor of making the project residential, stating that commercial development is not viable at that location.

There being no further comments, the public hearing was closed at 6:57 p.m.

The Commission discussed the proposed rezoning, discussed issues related to commercial development at the location and how property may not be appropriately zoned, but that future land use map in the Master Plan did have it noted as commercial development. Board suggested working with staff to find a way to move forward in a legal manner, following appropriate steps with staff assistance.

299 2026 05-14 Rezoning - 3300 Davison Rd. & Vacant Parcel

Motion by Hing. Seconded by Bostick-Tullius.

To recommend the City Commission deny the rezoning requested by Jeff Van Camp, applicant, and Adnan Shango, owner, for 3300 Davison Rd and Vacant Parcel PIO: L20-83-307-040-00 and L20-83-308-040-00 from B-2 General Business to RM-2 Multiple Family Residential because the request fails to meet Standard(s) in Section 7.23.06.(b) for approval of a rezoning.

Ayes: Commissioners Johnson, Bostick-Tullius, Hing, Atwood, Pattison.

Nays: None.

Absent: Doug Roberts and Audrey Brady.

MOTION CARRIED.

Public Hearing Scheduled
Rezoning/PUD Concept Plan Revision - Lapeer Commons
PUD

Chair Kelly opened the public hearing at 7:19 p.m.

Consultant Burkholder reviewed the request received from Hawkaw Enterprises.

No public comment.

There being no further comments, the public hearing was closed at 7:20 p.m.

The Commission discussed the proposal, noting that it is very similar to the current proposal, just downsized, and adopted findings of the consultant's memo.

300 2026 05-14 Rezoning/PUD Concept Plan Revision - Lapeer Commons
PUD

Motion by Bostick-Tullius. Seconded by Johnson.

To recommend the City Commission approve the Rezoning/PUD Concept Plan Revision requested by Hawkaw Enterprises, LLC, c/o Kevin Robertson, for Lapeer Commons PIO: L21-39-831-019-10 because the request meets Standard(s) in Section 7.23.06.(b) for approval of a rezoning amendment to the previously approved PUD.

Ayes: Commissioners Johnson, Bostick-Tullius, Hing, Atwood, Pattison.

Nays: None.

Absent: Doug Roberts and Audrey Brady.

MOTION CARRIED.

SITE PLAN REVIEWS

There were no site plans to be reviewed.

OLD BUSINESS

None.

OTHER BUSINESS

Master Plan Steering Committee Discussion

Consultant Burkholder discussed the master plan process and whether the Commission wanted to have a steering committee or not. Board discussed options, noting pros and cons.

301 2026 05-14 Master Plan Steering Committee Discussion

Motion made by Pattison. Seconded by Hing.

The Planning Commission shall not create a Master Plan steering committee and shall act as the reviewing body for documents, gather input, act as community champions for the project, and provide regular updates and guidance for the duration of the Master Plan update process.

Ayes: Commissioners Johnson, Bostick-Tullius, Hing, Atwood, Pattison.

Nays: None.

Absent: Doug Roberts and Audrey Brady.

MOTION CARRIED.

Master Plan Community Survey

Consultant Burkholder discussed the process and challenges of putting together a community survey. Board acknowledged various issues with the survey but expressed desire to have a high response rate and discussed various ways to improve the response rate. Board asked Consultant Burkholder to investigate a variety of options and to bring that new information and requested revisions back to the Planning Commission prior to the release of the survey.

302 2026 05-14 Master Plan Community Survey

Motion by Hing. Seconded by Atwood.

To move forward with distribution of the Master Plan Community Survey with the following revisions: staff to create multiple focused surveys that are shorter in length, for final review by the Planning Commission.

Ayes: Commissioners Johnson, Bostick-Tullius, Hing, Atwood, Pattison.

Nays: None.

Absent: Doug Roberts and Audrey Brady.

MOTION CARRIED.

CORRESPONDENCE

The Development Activities Report was reviewed as presented.

TRAINING REPORT

The training report was reviewed. Chair Kelly asked for it to be emailed out to all Planning Commissioners.

COMMISSIONER COMMENTS

Commissioner Atwood spoke about a housing bill that will preempt local zoning control and encouraged others to speak to their legislators about this issue. Commissioner Bostick-Tullius thanked Commissioner Atwood for informing them about issues at the state level. Commissioner Hing thanked staff for attending the meeting. Chair Kelly spoke on the importance of working through zoning issues while maintaining compliance with the Master Plan.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:54 p.m.

Jeff Pattison
Secretary

Mike Womack
Recording Secretary

**CITY OF LAPEER
MINUTES OF A REGULAR
ZONING BOARD OF APPEALS MEETING
JUNE 23, 2025**

A regular meeting of the City of Lapeer Zoning Board of Appeals was held at Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan on Monday, June 23, 2025 at 6:30 p.m.

Members Present: Chair Jeff Hogan, Melissa Petrie, Dwayne Burda and Bryan Cloutier.

Members Absent: Vice Chair Lynne McCarthy.

Also Present: Rowe Professional Services Company Planning Consultants Ben Keller and Amy Bontempo and Recording Secretary Kimberly Hodge.

Chairman Hogan called the meeting to order at 6:31 p.m.

MINUTES

084 2025 6-23 MINUTES

Moved by Petrie. Seconded by Burda.

To approve the minutes of the regular ZBA meeting held on April 28, 2025 as presented.

Yeas: Hogan, Burda, Petrie and Cloutier.

Nays: None.

Absent: McCarthy.

MOTION CARRIED.

PUBLIC COMMENTS

There were no public comments at this time.

085 2025 6-23 AGENDA AMENDMENT

Moved by Cloutier. Seconded by Petrie.

To add amend the meeting agenda to add Other Business Item E.1 Board Vacancy.

Yeas: Hogan, Burda, Petrie and Cloutier.

Nays: None.

Absent: McCarthy.

MOTION CARRIED.

PUBLIC HEARING SCHEDULED

Use Determination – Michigan Dept. of Health & Human Services – 1022 W. Genesee

Consultant Keller reviewed the request from the Planning Commission for a Use Determination/Interpretation by the Zoning Board of Appeals per Zoning Ordinance Section 7-22.05 regarding the proposal to locate the Michigan Department of Health and Human Services (MDHHS) at 1022 W. Genesee Street which is the former Rite Aid pharmacy site. Keller reviewed the B-1 Neighborhood Business zoned site location, aerial photos of the site and surrounding area and uses and photos of the existing site, building and drive-through. Keller stated the site plan was conditionally approved by the Planning Commission on May 8, 2025 and the Special Land Use for the drive-through was approved by the Planning Commission on June 10, 2025.

Keller reviewed the proposed floor plan which shows traditional office uses, March 24, 2025 and June 2, 2025 correspondence from the State of Michigan summarizing the proposed activities to be conducted at the location and the June 13, 2025 correspondence from the City Attorney regarding the interpretation request. Discussion was held on the definition of municipal building and that no medical care will be provided on the site.

Chair Hogan opened the public hearing at 6:48 p.m.

Discussion was held among the board and with the applicant's representative Gary Sleiman of Green Builders Plus that no representatives from the State of Michigan have attended Planning Commission meetings, correspondence received from the State of Michigan, whether WIC is considered a health care service, that no doctors or nurses will be practicing on site, whether cash will be on hand, the existing mezzanine which services as an electrical room with no clients in the space, migrant and refugee referral services to be provided, whether there is a need for a police presence on site due to potential violence issues, that a traffic study was not completed, that vehicle trip counts are significantly less than the former Rite Aid operation and the lack of a left turn signal from northbound Main Street onto westbound Nepessing Street. Discussion was also held on groundskeeping responsibilities, that the drive-through will be utilized mainly by handicapped persons for paperwork exchanges, that medical office and clinics are a permitted use in the B-1 district and the City Attorney's conclusion regarding the request for interpretation.

There being no other public comments, the public hearing was closed at 7:03 pm.

Discussion was held on the proposed use, the table of various uses permitted in the B-1 Neighborhood district, more desirable uses for the site, traffic, the client entrance location at the southwest corner of the building and maintenance needed for the existing landscaping on site.

086 2025 6-23 Use Determination – Michigan Dept. of Health & Human Services – 1022 W. Genesee St.

Moved by Cloutier. Seconded by Burda.

Based on the activities described in the State of Michigan letters dated March 24, 2025 and June 2, 2025 to classify the proposed use of land at 1022 W. Genesee Street by the Michigan Department of Health and Human Services as an office building for administrative occupations.

ON A ROLL CALL VOTE:

Yeas: Cloutier, Hogan, Petrie and Burda.

Nays: None.

Absent: McCarthy.

MOTION CARRIED.

OTHER BUSINESS

Board Vacancy

Discussion was held on the current board vacancy due to the resignation of Ken Parker and the application received for Anne Shenck to serve on the Zoning Board of Appeals.

087 2025 6-23 Board Appointment Recommendation – Anne Shenck

Moved by Burda. Seconded by Petrie.

To recommend the City Commission appoint Anne Shenck to the Zoning Board of Appeals.

Yeas: Burda, Petrie, Cloutier and Hogan.

Nays: None.

Absent: McCarthy.

MOTION CARRIED.

TRAINING

Keller reported he will begin providing summaries of relevant training sessions attended by Rowe personnel to the ZBA board.

ADJOURNMENT

There being no further business, it was the moved by Hogan to adjourn the meeting at 7:14 p.m.

MEETING ADJOURNED.

Dwayne Burda, Secretary

Kimberly Hodge, Recording Secretary