



**AGENDA
CITY OF LAPEER
CITY COMMISSION
576 LIBERTY PARK, LAPEER, MI 48446
DECEMBER 18, 2023**

6:30 P.M. CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF DECEMBER 18, 2023, AGENDA

A. MINUTES:

1. Minutes of the Regular meeting held December 4, 2023.

B. PUBLIC COMMENTS:

1. Lapeer County Commissioner - Brad Haggadone.

C. CONSENT AGENDA:

1. Special Event – Free Family Winter Wonderland- Lapeer Community Center January 3, 2024, 3 pm–5 pm.
2. Boundary Transfer – City of Lapeer – Headley Harris, LLC, 114 Pleasant St., 56-58 Main Street, and Pleasant St. Vacant.
3. Secondhand Dealer and Pawnbroker License – Lapeer Gold and Loan.

SUGGESTED MOTION:

Approve the Consent Agenda for December 18, 2023.

D. BILL LISTING FOR DECEMBER 18, 2023.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the Bill Listing for December 18, 2023, in the amount of \$334,263.89.

E. PROCLAMATIONS, RECOGNITIONS AND RESOLUTIONS:

1. Proclamation – Recognition of Eric Cattane, Jeff Pattison and Tony Stroh-Piechowski.

SUGGESTED MOTION:

Adopt the proclamations in recognition of Eric Cattane, Jeff Pattison and Tony Stroh-Piechowski for their service to the City of Lapeer and its citizens as City Commission members.

F. PUBLIC HEARINGS:

G. ADMINISTRATIVE REPORTS:

1. Vector Tech Group - Information Technology (IT) Service Contract.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve Vector Tech Group three-year agreement for IT Services for the City of Lapeer in the amount of \$71,600.00 for the first year and a one-time initial set-up fee of \$6,000.00, with an annual increase not to exceed 5% per year for years two and three.

2. Ordinance Amendment – Chapter 15 Elections.

SUGGESTED MOTION: INTRODUCTION BY ONE COMMISSIONER.

Introduce the proposed ordinance amendment to Chapter 15 (Elections) of the General Ordinances of the City of Lapeer.

3. Michigan State Housing Development Authority (MSHDA) 2024 Housing Choice Voucher (HCV) Administration Amended Contract Extension – Resolution.

SUGGESTED MOTION:

Adopt the resolution for the MSHDA 2024 HCV administration amended contract extension and authorize the Director of Housing to sign on behalf of the City of Lapeer.

4. Michigan State Housing Development Authority (MSHDA) Independent Contractor Staff Contracts for 2024 MSHDA HCV Administration.

SUGGESTED MOTION:

Approve the budgeted staff contracts for January 1, 2024, through December 31, 2024, that coincide with the City of Lapeer/MSHDA HCV Administration 2024 amended contract extension and authorize the Mayor and City Manager to sign all necessary documents.

5. Subrecipient Funding Agreement – 2022 Homeland Security Grant Program.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve entering into the District Health Department No. 2 2022 Homeland Security Grant Program, Subrecipient Funding Agreement for the purchase of body worn cameras, not to exceed \$83,000 and approve the budget amendment as presented and authorize the City Manager to sign all necessary documents.

6. ROWE Professional Services Company Contract for Planning Services.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve ROWE Professional Services Contract to provide the City of Lapeer with Planning Services for a cost not to exceed \$110,000.00.

H. CITY MANAGER'S REPORT:

1. Various matters.
2. Discussion on a possible Marihuana Business moratorium.
3. Discussion on a January 10, 2024, Public Forum at 5:30pm.
4. Discussion on possible cancellation of the January 2, 2024, Regular Commission Meeting.

I. CITY ATTORNEY'S REPORT:

1. Various matters.

J. UNFINISHED BUSINESS:

1. Appointments to Boards and Commissions.
 - a. Cathy Benton - Center for the Arts of Greater Lapeer

K. DEPARTMENTAL COMMUNICATIONS:

1. Monthly Departmental Reports.

L. PUBLIC COMMENTS:

M. CLOSING COMMENTS:

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

N. REMINDER OF MEETINGS:

Next City Commission Meeting: **TUESDAY, JANUARY 2, 2024, 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 REGULAR MEETING
DECEMBER 4, 2023**

A regular meeting of the Lapeer City Commission was held December 4, 2023, at the Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan. The meeting was called to order at 6:30 p.m.

ROLL CALL

Present: Mayor Marquardt.

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

Absent: None.

City Manager: Mike Womack, present.

Mayor Marquardt led the Pledge of Allegiance.

274 2023 12-04 AGENDA APPROVAL

Moved by Glisman. Seconded by Brady.

Approve the agenda for December 4, 2023, with the addition of item H-2 Discussion on Police Body Cameras.

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

Nays: None.

MOTION CARRIED.

275 2023 12-04 MINUTES

Moved by Swindell. Seconded by Brady.

Approve the minutes of the regular meeting held November 20, 2023, as presented.

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

Nays: None.

MOTION CARRIED.

PUBLIC COMMENTS

Karina Toktobolotova, an exchange student from Lapeer High School gave a presentation about her home country Kyrgyzstan.

Austin Franzel, commented on an incident at the recreation center.

276 2023 12-04 CONSENT AGENDA

Moved by Swindell. Seconded by Glisman.

Approve the consent agenda for December 4, 2023, as presented:

1. Fixed Asset Disposal – 2011 Dinkmar Leaf Vac Trailer.

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

Nays: None.

MOTION CARRIED.

277 2023 12-04 BILL LISTING

Moved by Brady. Seconded by Petrie.

Approve the bill listing for December 4, 2023, in the amount of \$962,014.72.

ON A ROLL CALL VOTE.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.
Nays: None.
MOTION CARRIED.

PROCLAMATION, RECOGNITIONS AND RESOLUTIONS:

None.

ADMINISTRATIVE REPORTS:

278 2023 12-04 AUDIT REPORT FOR YEAR ENDED 06/30/2023.

Doug Detter, Rehmann Robson LLC, presented the City's Audit Report for Year End June 30, 2023. They issued an unmodified opinion, which is the highest level of assurance an independent auditor can provide, in conformity with Generally Accepted Accounting Principles.

Moved by Glisman. Seconded by Swindell.

To accept and approve the Audit Report for the year ended 06/30/2023, as presented by Rehmann Robson, LLC.

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

Nays: None.

MOTION CARRIED.

279 2023 12-04 WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. – 18 E. NEPESSING

Moved by Brady. Seconded by Atwood.

Approve WSP USA Environment & Infrastructure, Inc. proposal, not to exceed \$7,450 for pre-demolition asbestos and regulated materials survey for 18 E. Nepessing Street.

ON A ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

280 2023 12-04 DOWNTOWN DEVELOPMENT AUTHORITY – EXECUTIVE DIRECTOR EMPLOYMENT CONTRACT

Moved by Swindell. Seconded by Brady.

Approve the Downtown Development Authority (DDA) Executive Director Employment Contract as approved by the DDA Board on November 15, 2023.

ON A ROLL CALL VOTE:

Ayes: Swindell, Atwood, Brady.

Nays: Glisman, Petrie.

MOTION CARRIED 3-2.

CITY MANAGER'S REPORT

City Manager Womack requested Police Chief Howe give the commission information relating to Police Body Camaras. Chief Howe stated that he has been working on a body camera program for quite some time and is currently working with the Homeland Security Grant program. The program requires a subrecipient agreement, which essentially means the city would pay for the cameras up front and then would be reimbursed through the grant in approximately three months. He has worked with this program before, and in order to go forward, he would need the Commissions approval with the subrecipient agreement. Additionally, he is looking into other grant programs that would have funding for this project.

CITY ATTORNEY'S REPORT

None.

UNFINISHED BUSINESS

281 2023 12-04 REAPPOINTMENT TO DOWNTOWN DEVELOPMENT AUTHORITY

Appointment by Mayor Marquardt. Moved by Swindell. Seconded by Atwood.

To re-appoint Tom LaMagna to the Downtown Development Authority, for a 4-year term to expire on January 1, 2028.

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

Nays: None.

MOTION CARRIED.

DEPARTMENTAL REPORTS

None.

PUBLIC COMMENTS

Bryan Cloutier commented about the full packet being available on the website; that the DDA should be sending their own contracts to their attorney; feels all contracts should be sent to City Attorney for review.

MAYOR/COMMISSIONER COMMENTS

Commissioner Petrie: Wants to have a meeting to discuss when we will use the City Attorney; wants to meet the City Attorney and have a good relationship with them; wants to add prayer to agenda before the pledge of allegiance. Stated the parade was great and would like to see more groups participate in the parade.

Commissioner Brady: Kids had a great time being in the parade; echoed comments from the public about the community center; confident the city has the ability and desire to implement changes where needed to benefit our citizens.

Commissioner Glisman: Jesus is non-partisan; congratulations to Jim Alt and she looks forward to meeting with him. She aspires to have a good relationship with the businesses in the city; wants to meet with service groups to see if there is a way for them to help one another; strong believer in networking. Looks forward to working for the residents of the City of Lapeer; challenges residents to come to City Commission meetings to get to know all of them. Loves history, American History, December 16, 2023, will be the 250th anniversary of the Boston Tea Party.

Commissioner Atwood: Asked if a drone for the police and fire department with thermal imaging could be of use to them. Attended Winterfest and the parade; would like to have speakers downtown to fill the dead air with floats that do not have music. Asked how we keep people downtown once we have them there.

City Manager Womack: Staff has been great the last few weeks; has been able to accomplish a lot; Genesee Street and Lapeer Road construction project is done. Leaves will continue to be picked up this week. Very aware of the issues at the Community Center; we are looking

into it and will address it appropriately and professionally. Speakers and wi-fi in the downtown area are good projects for Mr. Alt. Also, a history buff and December 7, 2023, is approaching and will live in infamy.

Mayor Marquardt: We have been doing an ugly sweater contest for the last few years; please wear them for the next commission meeting.

282 2023 12-04 ADJOURNMENT

Motion by Brady.

To adjourn the regular meeting at 8:01 p.m.

Debbie Marquardt, Mayor

Romona Sanchez, City Clerk

To: Mike Womack, City Manager
From: Jeremy Howe, Chief of Police
Date: December 11, 2023
RE: Special Event – Free Family Winter Wonderland 2024

STAFF RECOMMENDATION

Recommended.

CURRENT OR NEW INFORMATION

The City of Lapeer is hosting a “free family winter wonderland event” at the Lapeer Community Center. The event will be held on January 13, 2024, from 3:00 p.m. to 5:00 p.m. at the ice rink located behind the Community Center. Arianna Tyson is the event coordinator for the event. There will be ice skating, refreshments, games and activities for families. The event is expecting 30-50 people and will have music with a possibility of a food truck at the location.

AGENDA ITEM REVIEW

Meeting Date: December 18, 2023
Consent: X
Administrative:
Public Hearing:

Date Reviewed: December 13, 2023
Reviewed By: R. Sanchez, City Clerk

City of Lapeer SPECIAL EVENT APPLICATION (SEA)



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

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

Sponsoring Organization
(Legal Name)

CITY OF LAPEER

Phone # (810) 664-4431

Address

880 S. SAGINAW ST.

Organization Event
Coordinator/Contact

ARIANNA TYSON

Phone # (810) 664-4431

Event Coordinator/Contact
Address

880 S. SAGINAW ST.

Coordinator/Contact Email

atyson@ci.lapeer.mi.us

Event Name

FREE FAMILY WINTER WONDERLAND

Purpose of Event

FREE FAMILY FUN

Event Location

LAPEER COMMUNITY CENTER ICE RINK

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

SAT. JAN 13, 2024

Event Time

3:00-5:00 PM

of Event

Organizational Team

3

of Expected

Attendees:

30-50

Describe the activities

taking place at your event: ICE SKATING, REFRESHMENTS, GAMES/ACTIVITIES

Please check what will be part of your event: * maybe food truck

<input checked="" type="checkbox"/>
<input type="checkbox"/>

Music**

Tents

<input type="checkbox"/>
<input type="checkbox"/>

Animals**

(such as a petting zoo)

Wedding

<input type="checkbox"/>
<input type="checkbox"/>

Selling of food*

Selling of drinks*

<input type="checkbox"/>
<input type="checkbox"/>

Posted Signage of
Event*

Liquor/Beer or Wine*

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

*See Rules and Regulations

Please check what you request the City to supply: N/A

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

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

What type of event is this:

<input checked="" type="checkbox"/> City Operated Event	<input type="checkbox"/> Other Non-Profit Event	<input type="checkbox"/> Co-Sponsored Event
	<input type="checkbox"/> Other For-Profit Event	<input type="checkbox"/> Political or Ballot Issue Event

INDEMNIFICATION AGREEMENT

The LAPEER Community CENTER 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: 12/5/23

Witness: [Signature] Date: 12/5/23

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): TBD

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] Community Center Lot

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

[Signature]

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.

12/5/23

Date

Signature of Sponsoring Organization's Agent

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

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

To: Mike Womack, City Manager
From: Denise Marinelli, Assessor
Date: December 12, 2023
RE: Boundary Adjustment Request – Split Properties for Pedestrian Tunnel – Main Street & Pleasant Street

STAFF RECOMMENDATION

Adopt the resolution for boundary transfer for City of Lapeer – Headley Harris LLC, 114 Pleasant St., 56-58 Main Street, and Pleasant St. Vacant.

CURRENT OR NEW INFORMATION

This request is presented in fulfillment of the City Charter requirements for Land Divisions. The parcel splits complete the conveyance of property from Headley Harris LLC to the City of Lapeer necessary to construct the M-24 Pedestrian Tunnel. The City Commission held a Necessity Hearing on May 16, 2022, and the Property Condemnation Process to legally acquire the property was initiated. The negotiating was completed through the Court by means of a “Settlement Agreement and Mutual Release of All Claims” approved in-session by the City Commission on December 19, 2022, and signed by the Mayor, City Manager, and Representatives of The Harris Revocable Trust. The Transfer was completed by a Warranty Deed on February 1, 2023, and filed with the Lapeer County Register of Deeds Liber 3337: Page 0050.

All application requirements have been satisfied; before and after surveys, costs, and County Certification tax letters have also been provided. All properties included in the request are Zoned R-1 FM/ M24 Overlay, however pursuant to the Afore mention “Settlement Agreement and Mutual Release of All Claims”, all remainder parcels shall be rezoned B-2 with specific consent (consent is evident by the Defendants execution of the Agreement) and the structure (Rental House) currently on the remainder property will not be prevented from being re-built due to non-compliance with any lot set-back or dimensional limitations, or other deficiencies, resulting from the condemnation of the property by the City.

BACKGROUND INFORMATION

The current legal descriptions for the subject properties are as follows:

L20-78-000-040-00 City of Lapeer Original Plat SW ¼ Blk 114 Lots 9 & 10.

L21-78-001-040-00 City of Lapeer Original Plat SW ¼ that part of Blk 114 Lying N of Flint River, Ex Lots 5, 9 & 10; also; E ½ of vac Jefferson St Lying S of Pleasant St & N of Farmers Creek.

L20-77-900-040-00 City of Lapeer Original Plat SW ¼ Blk 113 Also E ½ Vac Adams St & W ½ of Vac Jefferson St S of Pleasant St & N of Mill St C/L; Also N ½ Vac Mill St E of Adams St & W of Jefferson St; Ex Pleasant St Ease Com NE Cor Lot 1 (as Occupied), TH S71°35'49"W 137.05 Ft, as Rec'd L-692, P-121

The requested new descriptions are as follows:

L20-78-001-040-20 City of Lapeer T7N R10E Part of Block 114 and Vacated Jefferson Street of the City of Lapeer Original Plat, Recorded in L-1, P-73 Lapeer County Records, All lying N of Farmers Creek, Located in the SW 1/4 of Section 5. Commencing at the W ¼ Corner, Sec 5, N88°05'53"E, Along the E-W1/4 LINE of said Section, 1432.79 Feet to the Intersection With the Westerly Right of Way Line of M-24; Thence S03°18'17"E, Along Said Westerly Right of Way 369.42 feet to the Point of Beginning; Thence, Continuing S03°18'17"E, Along Said Westerly Right of Way Line, 59.55 feet; Thence Along The Proposed MDOT Right of Way Per Project Plans for Control Section 44011, JOB NO. 85283A & 116949A The Following (2) Two Courses: 1) S86°41'43"W 39.00 Feet; 2) S03°18'16"E 49.8 Feet to the Northerly Line of Farmers Creek; Thence Along Said Farmers Creek the Following (2) Two Courses: 1) S88°22'29"W 114.0 Feet; Thence S59°17'12"W 42.2 Feet to the North Line of Lot 5 Block 114 of Said Plat; Thence S88°05'47"W, Along Said North Lot Line and It's Extension 75.6 Feet To The West Line of Said Vacated Jefferson ST; Thence N01°54'13"W Along Said West Line 130.0 Feet; Thence N88°05'47"E Along A Line 70 Feet South of And Parallel With the North Line of Said Block 114, 262.9 Feet to The Point of Beginning. Subject to Any Easements, Restrictions, And/ Or Right of Ways of Record. Contains 0.665 Acres, More or Less.

(Remainder Legal Descriptions)

L20-78-000-040-10 City of Lapeer T7N R10E, Lot 10 and The North 20 Feet of Lot 9, Block 114 of the Original Plat of Lapeer As Recorded in L-1, P-73 Lapeer County Records Contains 0.16 Acre.

L20-78-001-040-10 City of Lapeer T7N R10E, Lot 1, The North 20 Feet of Lot 2 And the Adjacent East Half of Vacated Jefferson Street, Block 114 Of the Original Plat of Lapeer as Recorded in L-1, P-73 Lapeer County Records. Contains 0.21 Acre.

L20-77-900-040-10 City of Lapeer T7N R10E, Block 113 of The Original Plat of Lapeer as Recorded in L-1, P-73 Lapeer County Records, The North 70 feet of The West Half of Vacated Jefferson St Lying South of Pleasant Street, Vacated Jefferson Street Lying 200 feet South of Pleasant Street and North of Farmers Creek, The East 1/2 of Vacated Adams Street Adjacent to Said Block 113, North Half of Vacated Mill Street Lyng Between Adams and Jefferson Streets, Excepting Therefrom Pleasant Street Easement Described as Beginning at the Northeast Corner of Said Lot 1, Block 113; Thence S68°21'26"E 138.12 Feet To The Point Of Ending. Contains 1.56 Acres

AGENDA ITEM REVIEW

Meeting Date: December 18, 2023

Date Reviewed: December 14, 2023

Consent:

Administrative: X

Reviewed By: R. Sanchez, City Clerk

Public Hearing:

RESOLUTION #2023-33
RESOLUTION TO APPROVE
BOUNDARY TRANSFER REQUEST FOR
City of Lapeer – Headley Harris LLC
114 Pleasant St/ 56-58 Main St / Pleasant St Vacant

At a regular meeting of the Lapeer City Commission on Monday, December 18, 2023, at 6:30 p.m. in the City Commission Chambers of Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan.

PRESENT:

ABSENT:

MOVED BY: Commissioner

SECONDED BY: Commissioner

WHEREAS, City of Lapeer, owners of the property that is vacant land on Pleasant and South Main Street; formerly part of L21-16-550-005-00, L21-16-550-006-00, & L21-16-550-027-00, has filed for a Boundary Transfer Request for a parcel split; and

WHEREAS, Chapter 6 (Land Division Ordinance), Section 6.05 Lot Splits, of the General Ordinances of the City of Lapeer, provides that approval shall be by resolution of the City Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Boundary Transfer Request is in conformity with Chapter 7 (Zoning Ordinance) of the General Ordinances of the City of Lapeer.
2. That the Boundary Transfer Request is in conformity with The Land Division Act of P.A. 288 of 1967, as amended.
3. That the Boundary Transfer Request is approved resulting in the following legal descriptions:

New Parcel per Settlement:

L20-78-001-040-20 City of Lapeer T7N R10E Part of Block 114 and vacated Jefferson Street of the City of Lapeer Original Plat, Recorded in L- 1, P-73 Lapeer County Records, All lying N of Farmers Creek, Located in the SW 1/4 of Section 5. Commencing at the W ¼ Corner, Sec 5, N88°05'53"E, Along the E-W1/4 LINE of said Section, 1432.79 Feet to the Intersection With the Westerly Right of Way Line of M-24; Thence S03°18'17"E, Along Said Westerly Right of Way 369.42 feet to the Point of Beginning; Thence, Continuing S03°18'17"E, Along Said Westerly Right of Way Line, 59.55 feet; Thence Along The Proposed MDOT Right of Way Per Project Plans for Control Section 44011, JOB NO. 85283A & 116949A The Following (2) Two Courses: 1) S86°41'43"W 39.00 Feet; 2) S03°18'16"E 49.8 Feet to the Northerly Line of Farmers Creek; Thence Along Said Farmers Creek the Following (2) Two Courses: 1) S88°22'29"W 114.0 Feet; Thence S59°17'12"W 42.2 Feet to the North Line of Lot 5 Block 114 of Said Plat; Thence S88°05'47"W, Along Said North Lot Line and It's Extension 75.6 Feet To The West Line of Said Vacated Jefferson ST; Thence N01°54'13"W Along Said West Line 130.0 Feet; Thence N88°05'47"E Along A Line 70 Feet South of And Parallel With the North Line of Said Block 114, 262.9 Feet to The Point of Beginning. Subject to Any Easements, Restrictions, And/ Or Right of Ways of Record. Contains 0.665 Acres, More or Less.
(Remainder Legal Descriptions)

L20-78-000-040-10 City of Lapeer T7N R10E, Lot 10 and The North 20 Feet of Lot 9, Block 114 of the Original Plat of Lapeer As Recorded in L-1, P-73 Lapeer County Records Contains 0.16 Acre.

L20-78-001-040-10 City of Lapeer T7N R10E, Lot 1, The North 20 Feet of Lot 2 And the Adjacent East Half of Vacated Jefferson Street, Block 114 Of the Original Plat of Lapeer as Recorded in L-1, P-73 Lapeer County Records. Contains 0.21 Acre.

L20-77-900-040-10 City of Lapeer T7N R10E, Block 113 of The Original Plat of Lapeer as Recorded in L-1, P-73 Lapeer County Records, The North 70 feet of The West Half of Vacated Jefferson St Lying South of Pleasant Street, Vacated Jefferson Street Lying 200 feet South of Pleasant Street and North of Farmers Creek, The East 1/2 of Vacated Adams Street Adjacent to Said Block 113, North Half of Vacated Mill Street Lying Between Adams and Jefferson Streets, Excepting Therefrom Pleasant Street Easement Described as Beginning at the Northeast Corner of Said Lot 1, Block 113; Thence S68°21'26"E 138.12 Feet To The Point Of Ending. Contains 1.56 Acres

4. That the Boundary Transfer Request preserves all easement and master utility plans.
5. That any future site development complies with all setbacks and other applicable requirements established by the City of Lapeer Zoning Ordinance.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be filed with the Lapeer County Register of Deeds.

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to the City Assessor and to Headlee Harris LLC.

AYES:

NAYS:

ABSENT:

ABSTAIN:

MOTION CARRIED. RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution, adopted by the Lapeer City Commission, County of Lapeer, Michigan at a regular meeting held on December 18, 2023, in compliance with Act No. 267 of the Michigan Public Act of 1976.

Romona Sanchez, CMC
City Clerk, City of Lapeer

The following document was signed before me by,

Dana E. Jansen, Notary Public,
State of Michigan, Lapeer County
My Commission Expires:
September 20, 20____
Acting in the County of Lapeer

Drafted by:
Romona Sanchez, CMC

Return to:
City Clerk, City of Lapeer
576 Liberty Park
Lapeer, MI 48446



Received:

Date Stamp Here

APPLICATION FOR LAND DIVISION / COMBINATION / ALTERATION

Applicant Information (Owner Authorization Required)		Owner Information (if different)	
Name CITY OF LAPEER		Name SAME	
Address 576 LIBERTY PARK		Address	
City, State, Zip LAPEER, MI 48446		City, State, Zip	
Phone No. 810-664-5231	E-mail Address	Phone No.	E-mail Address

Property Information	Parent Parcel Number(s)
Property Address VACANT LAND S MAIN & PLEASANT ST	Property I.D. No: L20-78-000-040--00
Total Acreage .665 ACRES	Property I.D. No: L20-78-001-040-00
	Property I.D. No: L20-77-900-040-00
Subdivision (if applicable) ORIGINAL PLAT	Property I.D. No:

THE FOLLOWING ACTION IS HEREBY REQUESTED BY THE APPLICANT: (Please Check all Applicable Boxes)

DIVISION / SPLIT	<input checked="" type="checkbox"/>	MASTER DEED	<input type="checkbox"/>
COMBINATION	<input type="checkbox"/>	BOUNDARY TRANSFER	<input type="checkbox"/>
PLAT	<input type="checkbox"/>	DESC CORRECTION	<input type="checkbox"/>

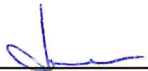
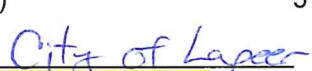
Please note that the attached "Application Check-list" must be completed, signed, and submitted along with this application before anything will be processed.

The City of Lapeer does Not split the current year Assessment's, Taxable Value's or Taxes; ie. (Courtesy Splits)

Parent Parcel Numbers will remain in effect in the current tax year. Property owners shall be responsible for the pro-ration, escrow, and payment of the current, and/or pending Summer and Winter Tax Billing. Delinquent and/or unpaid taxes will remain a lien against the "Parent Parcels".

Split/Combine Fee's	
Resulting Parcels	Rate
1st	\$125.00
2 - 4 (Additional)	\$75.00 (Each Additional)
5+	\$50.00 (Each Additional)

Address Fee's	
Units	Fee
1 - 4	\$25.00 (Each)
5 - 40 (Additional)	\$10.00 (Each Additional)
5+	\$5.00 (Each Additional)

		
Applicants Signature	Title (Owner/Agent/Other)	Date

This Section for Official Use Only			Date
Board of Commisioners Approval	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A		
Assessor's Action	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A		

Date:

Denise Marinelli, Assessor

MCL 560.109 (1) A municipality shall approve or disapprove a proposed division within 45 days after the filing of a complete application for the proposed division with the assessor or other municipally designated official.

LAND DIVISION / COMBINATION / ALTERATION - CHECK LIST

- ☒ Copy of Reciept **Application Fee Paid**
- ☐ Copy of Reciept **Address Fee Paid** (If Necessary)
- ☒ **A-1 Parent Parcel Property Survey / Descriptions** on 8.5 X 11 Paper
Including: (Existing Property Configurations Labeled as "A-1, B-1, C-1,...")
Legal Descriptions should be labled in a similar manner
Parcel Dimensions, Tax ID. No.'s, Addresses, and Roads
Buildings and Land Improvements-(Locations & Setbacks)
Area Calculations should clearly reflect Gross, Net, Actual, and Proposed.
County Drains, Floodways & Floodplains, Utility & Access Easements, and ROW's
- ☒ **A-2 Child Parcel Property Survey / Descriptions** on 8.5 X 11 Paper
Including: (New Property Configurations Labeled as "A-2, B-2, C-2,...")
Legal Descriptions should be labled in a similar manner
Parcel Dimensions, Addresses, and Roads
Buildings and Land Improvements-(Locations & Setbacks)
Area Calculations should clearly reflect Gross, Net, Actual, and Proposed.
County Drains, Floodways & Floodplains, Utility & Access Easements, and ROW's
- ☒ Certificate **Proof of Paid County Taxes**
- ☒ Copy of Reciept **Proof of Paid City Taxes / Special Assessments**
- ☐ Copy **Release of Lien from Mortgage Company**
- ☒ Deed **Proof of Ownership or Letter of Authorization** (If Requested)

Please note that the applicant or authorized representative must sign below to acknowledge that the requirements listed on this check list have been satisfied.

The Owner/Applicant understands that any pro-rated Assessed and Taxable Values established by the Assessor are for the purpose of allocating the proportionate share of the current year values for the following year.

MCL 560.109 (1) A municipality shall approve or disapprove a proposed division within 45 days after the filing of a complete application for the proposed division with the assessor or other municipally designated official.

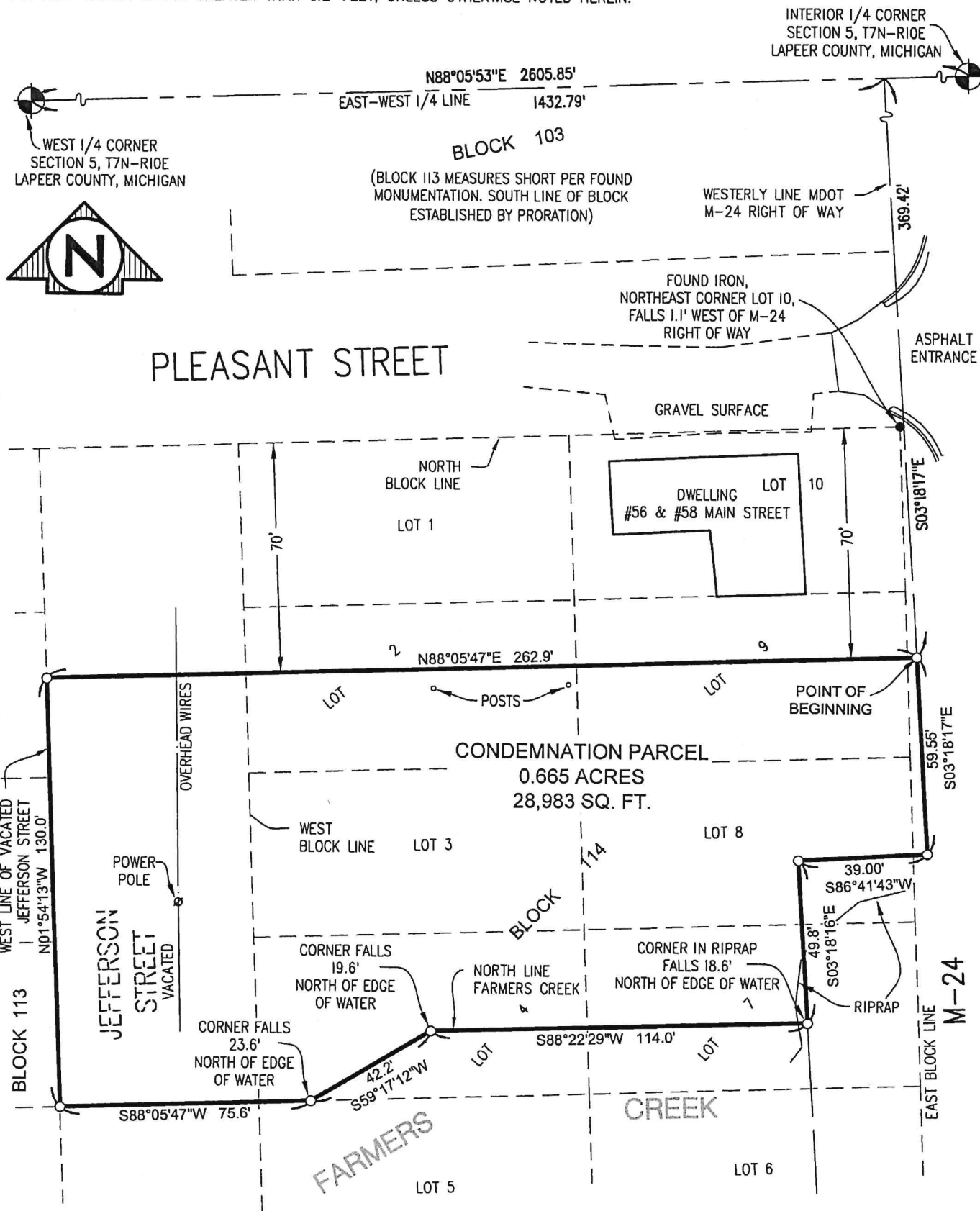
Signature

Date

Title (Owner/Agent)

CERTIFIED SURVEY

I, HENRY B. HORTON, P.S. HEREBY CERTIFY THAT THE ATTACHED SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH PUBLIC ACT 132 OF 1970, AS AMENDED, AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER OF THE SURVEYED PARCEL OR PARCELS SURVEYED HEREIN IS NOT GREATER THAN 0.2' FEET, UNLESS OTHERWISE NOTED HEREIN.



LEGEND:

- = IRON SET
- = IRON FOUND

BEARINGS ARE REFERENCED TO MICHIGAN STATE PLANE COORDINATES, SOUTH ZONE, INTERNATIONAL FEET. GROUND DISTANCES REPORTED

CITY OF LAPEER

SECTION 5 T7N - R10E CITY OF LAPEER
LAPEER COUNTY, MICHIGAN



**ROWE PROFESSIONAL
SERVICES COMPANY**

128 N. Saginaw Street
Lapeer, MI 48446

O: (810) 664-9411
F: (810) 664-3451
www.rowepsc.com

FIELD: WH / DM / DS

DRAWN: JHP

CHECKED: HBH

DATE: 12/6/23

REVISED:

SHEET: 2 OF 4

SCALE: 1"=40'

0 1 INCHES
0' 20' 40' FEET



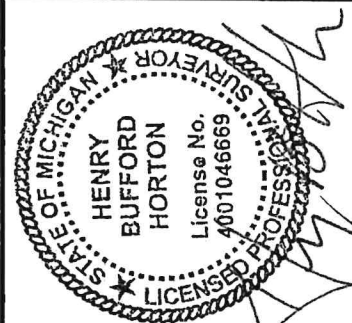
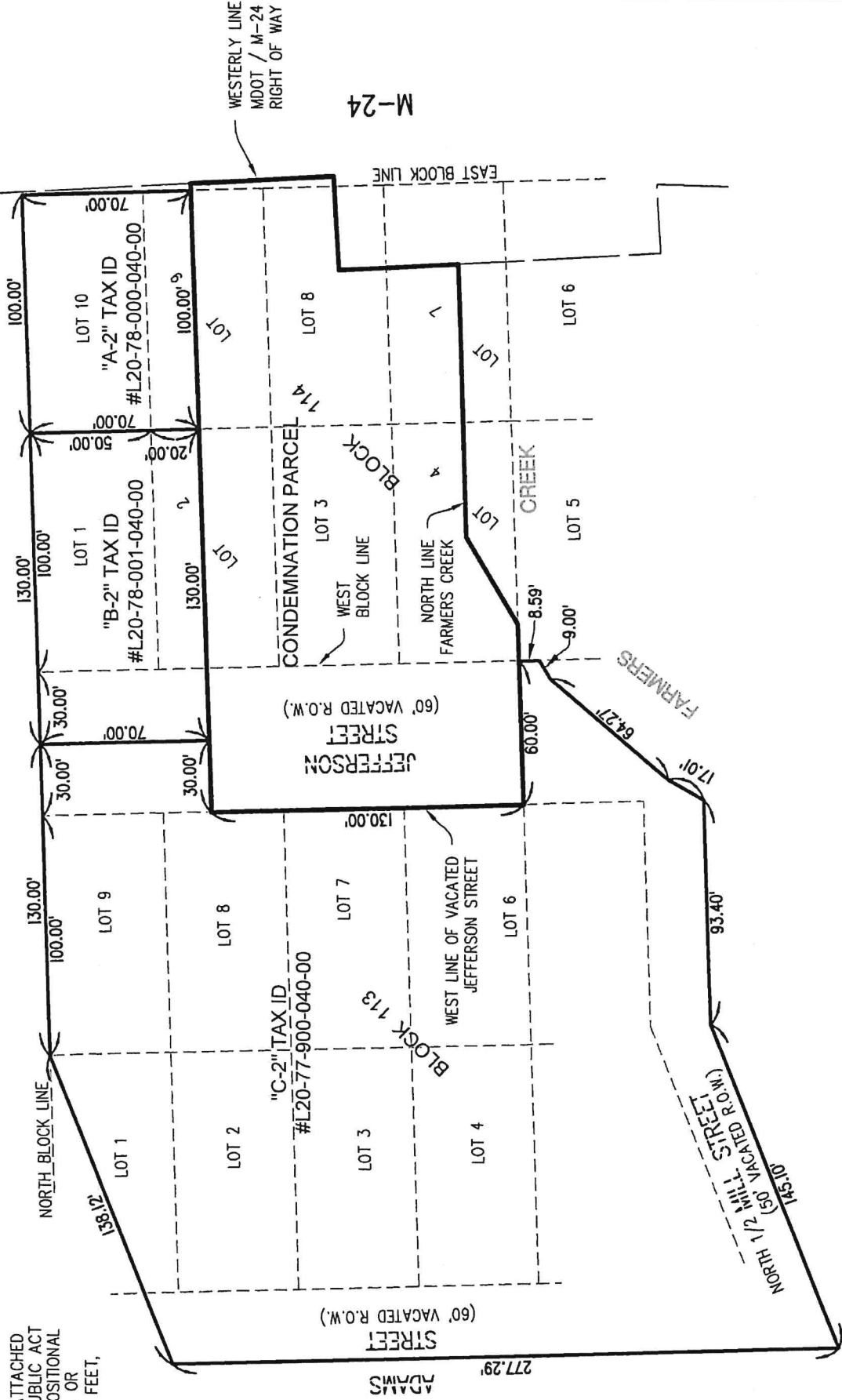
JOB NO.: 15L0105

CERTIFIED SURVEY

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REMAINING CONDITIONS



BEARINGS ARE REFERENCED TO MICHIGAN STATE PLANE COORDINATES, SOUTH ZONE, INTERNATIONAL FEET. GROUND DISTANCES REPORTED.

FIELD:	WM / DM / DS
DRAWN:	JHP
CHECKED:	HBH
DATE:	12/6/23
SCALE:	1"=60'
REVISED:	




CITY OF LAPEER

SECTION 5 T7N - R10E
LAPEER COUNTY, MICHIGAN
CITY OF LAPEER

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128 N. Saginaw Street
Lapeer, MI 48446



0 30' 60' FEET
0 1 INCHES

SHEET: 3 OF 4

JOB NO.: 15L0105

CERTIFIED SURVEY

I, HENRY B. HORTON, P.S. HEREBY CERTIFY THAT THE ATTACHED SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH PUBLIC ACT 132 OF 1970, AS AMENDED, AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER OF THE SURVEYED PARCEL OR PARCELS SURVEYED HEREIN IS NOT GREATER THAN 0.2' FEET, UNLESS OTHERWISE NOTED HEREIN.

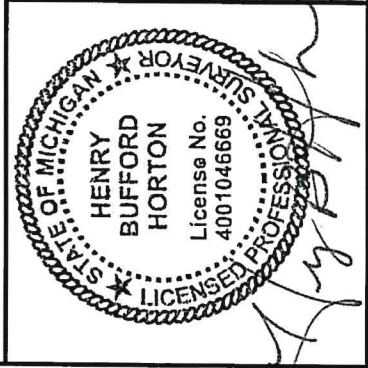


LEGEND:

--- LOT LINE

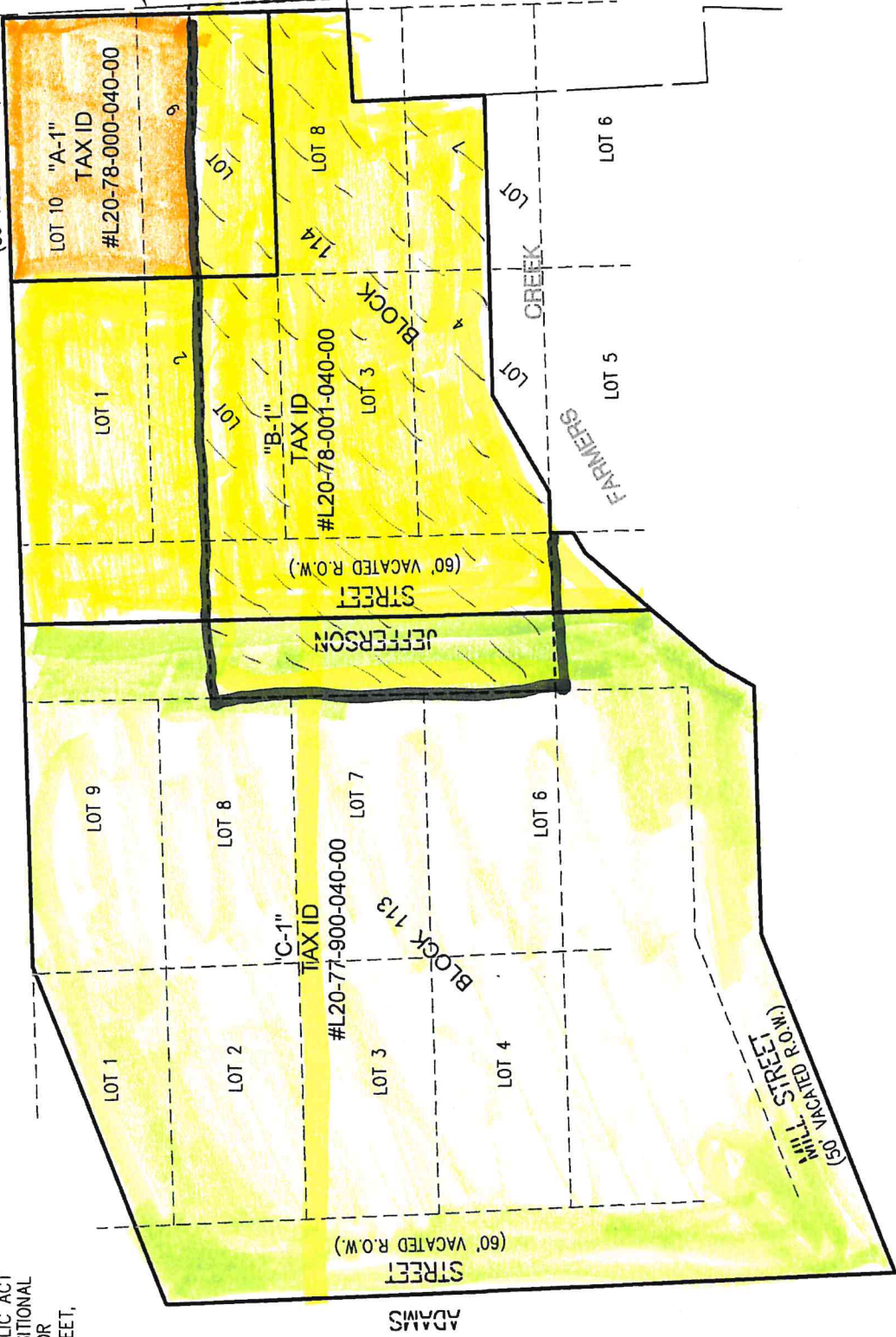
--- TAX LINE

--- CONDEMNATION PARCEL LINE



EXISTING CONDITIONS

PLEASANT STREET
(50' PUBLIC R.O.W.)



BEARINGS ARE REFERENCED TO MICHIGAN STATE PLANE COORDINATES, SOUTH ZONE, INTERNATIONAL FEET. GROUND DISTANCES REPORTED

FIELD:	WM / DM / DS
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REVISED:	

CITY OF LAPEER

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LAPEER COUNTY, MICHIGAN



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SHEET: 1 OF 4

JOB NO.: 15L0105



CERTIFIED SURVEY

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LEGAL DESCRIPTIONS AS PROVIDED

"A-1" (TAX ID #L20-78-000-040-00)
CITY OF LAPEER ORIGINAL PLAT SW 1/4 BLK 114 LOTS 9 & 10

"B-1" (TAX ID #L20-78-001-040-00)
CITY OF LAPEER ORIGINAL PLAT SW 1/4 THAT PART OF BLK 114 LYING N OF FLINT RIVER, EX LOTS 5, 9 & 10; ALSO E 1/2 VAC JEFFERSON ST LYING S OF PLEASANT ST & N OF FARMERS CREEK

"C-1" (TAX ID #L20-77-900-040-00)
CITY OF LAPEER ORIGINAL PLAT SW 1/4 BLK 113 ALSO E 1/2 VAC ADAMS ST & W 1/4* VAC JEFFERSON ST S OF PLEASANT ST & N OF MILL ST C/L; ALSO N 1/2 VAC MILL ST E OF ADAMS ST & W OF JEFFERSON ST; EX PLEASANT ST EASE COM NE COR LOT 1 (AS OCCUPIED), TH S71°35'49"W 137.05 FT, AS REC'D L-692, P-121
* ASSUMED TO BE WEST 1/2 OF VACATED JEFFERSON STREET

LEGAL DESCRIPTION AS SURVEYED

CONDEMNATION PARCEL LEGAL DESCRIPTION (PER SETTLEMENT AGREEMENT)

PART OF BLOCK 114 AND VACATED JEFFERSON STREET OF THE CITY OF LAPEER ORIGINAL PLAT, RECORDED IN LIBER 1, PAGE 73 LAPEER COUNTY RECORDS, ALL LYING NORTH OF FARMERS CREEK (PART OF TAX #20-78-000-040-00, 20-78-001-040-00 & 20-77-900-040-00) LOCATED IN THE SOUTHWEST 1/4 OF SECTION 5, T7N, R10E, CITY OF LAPEER, LAPEER COUNTY, MICHIGAN. MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER, SECTION 5, T7N-R10E, CITY OF LAPEER, LAPEER COUNTY, MICHIGAN; THENCE N88°05'53"E, ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION, 1432.79 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF M-24; THENCE S03°18'17"E, ALONG SAID WESTERLY RIGHT OF WAY, 369.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S03°18'17"E, ALONG SAID WESTERLY RIGHT OF WAY LINE, 59.55 FEET; THENCE ALONG THE PROPOSED MDOT RIGHT OF WAY PER PROJECT PLANS FOR CONTROL SECTION 44011, JOB NO. 85283A & 116949A THE FOLLOWING (2) TWO COURSES: 1) S86°41'43"W 39.00 FEET; 2) S03°18'16"E 49.8 FEET TO THE NORTHERLY LINE OF FARMERS CREEK; THENCE ALONG SAID FARMERS CREEK THE FOLLOWING (2) TWO COURSES: 1) S88°22'29"W 114.0 FEET; THENCE S59°17'12"W 42.2 FEET TO THE NORTH LINE OF LOT 5 BLOCK 114 OF SAID PLAT; THENCE S88°05'47"W, ALONG SAID NORTH LOT LINE AND ITS' EXTENSION, 75.6 FEET TO THE WEST LINE OF SAID VACATED JEFFERSON STREET; THENCE N01°54'13"W ALONG SAID WEST LINE 130.0 FEET; THENCE N88°05'47"E ALONG A LINE 70 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 114, 262.9 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHT OF WAYS OF RECORD. CONTAINS 0.665 ACRES, MORE OR LESS.

REMAINDER LEGAL DESCRIPTIONS (FOR TAX PURPOSES ONLY)

"A-2" (TAX ID #L20-78-000-040-00)
LOT 10 AND THE NORTH 20 FEET OF LOT 9, BLOCK 114 OF THE ORIGINAL PLAT OF LAPEER AS RECORDED IN LIBER 1, PAGE 73 LAPEER COUNTY RECORDS. CONTAINS 0.16 ACRE.

"B-2" (TAX ID #L20-78-001-040-00)
LOT 1, THE NORTH 20 FEET OF LOT 2 AND THE ADJACENT EAST HALF OF VACATED JEFFERSON STREET, BLOCK 114 OF THE ORIGINAL PLAT OF LAPEER AS RECORDED IN LIBER 1, PAGE 73 LAPEER COUNTY RECORDS. CONTAINS 0.21 ACRE.

"C-2" (TAX ID #L20-77-900-040-00)
BLOCK 113 OF THE ORIGINAL PLAT OF LAPEER AS RECORDED IN LIBER 1, PAGE 73 LAPEER COUNTY RECORDS, THE NORTH 70 FEET OF THE WEST HALF OF VACATED JEFFERSON STREET LYING SOUTH OF PLEASANT STREET, VACATED JEFFERSON STREET LYING 200 FEET SOUTH OF PLEASANT STREET AND NORTH OF FARMERS CREEK, THE EAST 1/2 OF VACATED ADAMS STREET ADJACENT TO SAID BLOCK 113, NORTH HALF OF VACATED MILL STREET LYING BETWEEN ADAMS AND JEFFERSON STREETS, EXCEPTING THEREFROM PLEASANT STREET EASEMENT DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 113; THENCE S68°21'26"E 138.12 FEET TO THE POINT OF ENDING. CONTAINS 1.56 ACRES.

SECTION CORNER WITNESSES

WEST 1/4 CORNER, SECTION 5, T7N-R10E
CITY OF LAPEER, LAPEER COUNTY, MICHIGAN
FOUND 1" PIPE
N45°W 24.65' FOUND NAIL & TAG #40162, SOUTHWEST FACE POWER POLE
S10°W 31.60' FOUND NAIL & TAG #40162, NORTHWEST FACE POWER POLE
S45°W 70.75' SET NAIL & TAG, SOUTHEAST FACE 24" MAPLE
N68°E 70.70' SET NAIL & TAG, TOP NUT ON HYDRANT

INTERIOR 1/4 CORNER, SECTION 5, T7N-R10E
CITY OF LAPEER, LAPEER COUNTY, MICHIGAN
FOUND P.K. NAIL
N45°E 39.87' FOUND P.K. NAIL & TAG #37276, WEST FACE POWER POLE
N65°W 86.05' FOUND P.K. NAIL & TAG #37276, WEST SOUTHWEST FACE POWER POLE
S20°E 92.10' FOUND "SSI" NAIL & TAG, WEST FACE POWER POLE
S67°W 86.15' FOUND "SSI" NAIL & TAG, NORTH FACE POWER POLE

NOTE:
EXTERIOR PROPERTY CORNERS WERE ONLY SET IN THE FIELD FOR THE CONDEMNATION PARCEL, NOT THE REMAINDER PARCELS "A-2", "B-2" OR "C-2"

BEARINGS ARE REFERENCED TO MICHIGAN STATE PLANE COORDINATES, SOUTH ZONE, INTERNATIONAL FEET

CITY OF LAPEER

SECTION 5 T7N - R10E CITY OF LAPEER
LAPEER COUNTY, MICHIGAN



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FIELD: WH / DM / DS

DRAWN: JHP

CHECKED: HBH

DATE: 12/6/23

REVISED:

SHEET: 4 OF 4

SCALE: 1"=40'

0 1 INCHES
0 20' 40' FEET



JOB NO.: 15L0105

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

This Settlement Agreement and Mutual Release of All Claims ("Agreement") is entered into as of the date last set forth below, by the City of Lapeer, a Michigan municipal corporation ("Plaintiff") on the one hand, and Headley Harris, LLC, a Michigan limited liability company ("Defendant") on the other. The Plaintiff and the Defendant are referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

A. Plaintiff City of Lapeer, a Michigan municipal corporation and is granted statutory authority to condemn private property for public purposes when such taking is deemed a necessity under the law.

B. Headley Harris, LLC is a Michigan limited liability company in good standing.

C. On December 19, 2022, the City filed a Complaint for condemnation (sometimes referred to hereafter as the "Litigation") against the Defendant, in the Lapeer County Circuit Court, Case No. 2022-056117-CC.

D. The parcel of land owned by the Defendant, consists of four tracts of land, that together constitute a parcel containing approximately 3.69 acres and are identified as parcel numbers L20-78-000-040-00, L20-78-001-040-00, L20-77-900-040-00, and L20-78-600-040-00 ("Parent Parcel").

E. The litigation concerns a portion of Defendant's real property (hereafter the "Property") which is located within the City of Lapeer, County of Lapeer, and State of Michigan, and is legally described as follows:

PART OF BLOCK 114 AND VACATED JEFFERSON STREET OF THE CITY OF LAPEER ORIGINAL PLAT ALL LYING NORTH OF FARMERS CREEK (PART OF TAX #20-78-000-040-00, 20-78-001-040-00 & 20-77-900-040-00) LOCATED IN THE SOUTHWEST 1/4 OF SECTION 5, T7N, R10E, CITY OF LAPEER, LAPEER COUNTY, MICHIGAN. MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT ON THE EAST-WEST 1 LINE OF SAID SECTION 5 WHERE IT INTERSECTS WITH THE WESTERLY LINE OF THE MDOT

M-24 RIGHT OF WAY; THENCE S0318'17"E 369.30 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING S03'18'17 "E, ALONG SAID WESTERLY RIGHT OF WAY LINE, 59.55 FEET; THENCE ALONG THE PROPOSED MDOT RIGHT OF WAY PER PROJECT PLANS FOR CONTROL SECTION 44011, JOB NO. 85283A & 116949A THE FOLLOWING (2) TWO COURSES: 1) S86*41'43 "W 39.00 FEET; 2) S0318'16 "E 49.8 FEET TO THE NORTHERLY LINE OF FARMERS CREEK; THENCE ALONG SAID FARMERS CREEK THE FOLLOWING (2) TWO COURSES: 1) S88"22'29 "W 114.0 FEET; THENCE S59*17'12 "W 42.2 FEET TO THE NORTH LINE OF LOT 5 BLOCK 114 OF SAID PLAT; THENCE S88"05'47 "W, ALONG SAID NORTH LOT LINE AND ITS' EXTENSION, 75.6 FEET TO THE WEST LINE OF SAID VACATED JEFFERSON STREET; THENCE N01°54'13 "W ALONG SAID WEST LINE 130.0 FEET; THENCE N88"05'47 "E ALONG A LINE 70 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID BLOCK 114, 262.9 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHT OF WAYS OF RECORD. CONTAINS 0.665 ACRES, MORE OR LESS

F. Plaintiff and the Defendant have agreed to settle the Litigation and to stipulate the entry of a Consent Judgment. The Defendant has agreed to execute a Warranty Deed and to convey its Property to the City, and the City has agreed to pay agreed upon compensation to the Defendant and take such other actions in favor of the Defendant as described herein below.

G. That subsequent to the transfer of the Property mentioned in Recital E above, Defendant will continue to own and retain fee title ownership of portions of the four tracts of land that will have a parcel size of approximately 3.025 acres; the balance of the Parent Parcel, after the transfer of the Property, as provided for herein, is hereinafter referred to as the "Remaining Property".

H. That as part of this settlement, the City is willing to make certain agreements about the use and zoning of the Remaining Property, as hereinafter set forth.

I. It is expressly understood and agreed that this Release shall not be construed as an admission of liability on the part of any Party to the referenced Litigation.

AGREEMENT

In consideration of the mutual promises contained herein, to the recitals which are made part of the terms of this Agreement, and in the above-referenced Consent Judgment, the City and Defendant agree as follows:

1. The City, for itself, its Commission and its members, Mayor, City Clerk, employees, officials, boards, independent contractors, consultants, and attorneys, forever releases and discharges Headley Harris, LLC, a Michigan limited liability company, for itself, its managers, officers, directors, affiliated business entities, subsidiaries, members, owners, employees, legal representatives, and successors and assigns, of and from any and all counter-claims, demands, actions, causes of action, suits, debts, costs, judgments, executions, damages and rights of whatever kind and nature in law, equity or otherwise, known or unknown, that the City had, or may have, including but not limited to all counter-claims that the City could have brought for any reason, arising out of acts, transactions or occurrences which gave rise to the Complaints in the Litigation.

2. Headley Harris, LLC, a Michigan limited liability company, for itself, its managers, officers, directors, affiliated business entities, subsidiaries, members, owners, employees, legal representatives, and successors and assigns, forever release and discharge the City, together with the City's past and present agents, employees, City Commission and commission members, Mayor, City Clerk, appointed officials, elected officials, attorneys, insurers, contractors, scorers and consultants (the "Released Parties"), of and from any and all claims, demands, damages, actions, causes of action, costs, administrative claims of whatever kind and nature, known and unknown, that Defendant had, or may have, including but not limited to all claims or counter-claims that Defendant could have brought for any reason, arising out of acts, transactions or occurrences.

3. As consideration for the promises and agreements herein, Headley Harris, LLC shall warrant and convey title to the City in the form of a warranty deed in substantially the same form as attached hereto as **Exhibit 1**, the Property as described in paragraph D of the Recitals above. In consideration of the conveyance of the Property to the City by the Defendant, the City agrees to pay to Defendant as Just Compensation and statutory attorney fees, the amount of two hundred ten thousand and no 100ths (\$210,000.00) dollars in the following manner: (a) twelve thousand and no 100ths (\$12,000.00) dollars shall be paid directly to Defendant's attorneys Fraser Trebilcock for statutory attorney fees pursuant to MCL 213.66. To receive this payment, Fraser Trebilcock will provide a W-9 to the City; (b) one hundred ninety-eight thousand and no 100ths (\$198,000.00) dollars to Headley Harris, LLC, allocated as follows for tax and accounting purposes only, in the following proportions – forty thousand and no 100ths (\$40,000.00) dollars for the fee taking and one hundred fifty-eight thousand and no 100ths (\$158,000.00) as compensation for damages to the remainder parcel. The sums payable to Headley Harris, LLC shall be reported on a 1099 MISC tax form as damages.

4. In addition to the payment of Just Compensation by the City for the Property, the City shall, prior to opening that portion of the east-west trail connection which rests upon and crosses the Property, the City shall, at its sole cost and expense, install fencing or some other form of barrier along the entire perimeter of the Property to keep users of the trail on the City property and off the Headley Harris, LLC Remaining Property.

5. In addition to the payment of Just Compensation and statutory attorney fees by the City for the Property, the City covenants and agrees that following the conveyance of the Property by Headley Harris, LLC to the City that the Headley Harris, LLC Remaining Property can be built upon, that the Remaining Property shall be rezoned B-2 with the Defendant's specific consent, as evidenced by the Defendant's execution of this Agreement, and that the structure

currently located on the Remaining Property will not be prevented from being re-built due to non-compliance with any lot set-back or dimensional limitations, or other deficiencies, resulting from the condemnation of the Property by the City.

6. In addition, Headley Harris, LLC grants to the City the right to temporarily enter upon the Remaining Parcel during the construction of the trail accessway and perimeter fence installation and grade the area surrounding the trail accessway to the extent that the City may find reasonably necessary in such a manner as will cause the least practicable damage and inconvenience to Headley Harris, LLC. The City, upon completion of the accessway construction and perimeter fence installation promptly backfill and grade that portion of the Remaining Parcel as affected by such construction and installation so as create a finish grade and uniform appearance and repair any damage the City may do to Headley Harris, LLC's lands. The City will defend, indemnify and hold harmless Headley Harris, LLC against any loss and damage that will be caused by the exercise of the right to enter onto the Remaining Parcel or by any wrongful or negligent act or omission of City or of its agents or employees in the course of their employment for such actions or failures to act in connection with the planning, design, construction or installation of the trail accessway, fence installation or related construction activities.

7. Except as otherwise provided in Paragraph 5, above, in the event re-building is required, or in the event Defendant seeks to use or develop the Remaining Property in a manner that is different from its current use and development, Defendant shall comply with all other zoning and building requirements, including, without limitation, payment of application fees, obtaining site plan approval, obtaining special land use permit, if any is needed, and other necessary permits under Chapters 7 and 8 of the City Ordinances, and obtaining all other permits and approvals required by the City and the State of Michigan to re-build or to use or develop the

Remaining Property in a manner different than its current use and development, and any such approvals, will not be unreasonably withheld.

8. The City and Defendant will execute a stipulation to the entry of a Consent Judgment; a copy of the proposed Consent Judgment as agreed to by the Parties in Lapeer County Circuit Court Case No. 2022--056117-CC is attached hereto as **Exhibit 2**.

9. This Agreement is a negotiated settlement of disputed claims. Nothing contained in this Agreement shall constitute an admission of liability by any Party, each of whom expressly deny liability, nor shall be construed against the interest of any Party.

10. The Parties represent that they: (1) have all necessary authority and approvals to enter into this Agreement without the consent of any other person or entity, (2) have not assigned or transferred the claims being released, and (3) that the persons executing on their behalf have the authority to do so and to bind that Party.

11. Each Party acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Any rule or law or any legal decision that would require the interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived by the parties.

12. This Agreement constitutes the full integration of the entire settlement between the Parties. Except as expressly provided in this Agreement, there are no other agreements, representations, or understandings of any kind, verbal, written or otherwise. This Agreement shall not be modified, altered, or amended except by a writing executed by the Parties.

13. The Parties agree to execute all additional documents and take all additional steps reasonably necessary to effectuate the intent and purpose of this Agreement.

14. This Agreement shall be binding upon and inure to the benefit of the Parties, their executors, administrators, personal representatives, heirs, assigns, and successors in interest.

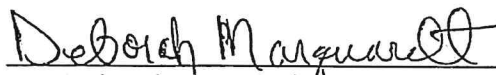
15. The Parties understand and agree that all of the conditions and obligations in this Settlement Agreement and Mutual Release are material.

16. This Settlement Agreement and Mutual Release shall be interpreted and governed by the laws of the State of Michigan. Any action to enforce the terms of this Agreement shall be brought in a state or federal court of competent jurisdiction in the State of Michigan.

17. This Agreement may be executed in counterparts, which taken together shall form the whole Agreement. The effective date of the Agreement shall be the date that the last signature is executed.

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND
MUTUAL RELEASE OF ALL CLAIMS AND FULLY UNDERSTAND IT.

FOR CITY OF LAPEER



By: Deborah Marquardt
Its: Mayor

Date: December 19, 2022



By: Dale Kerbyson
Its: Manager

Date: December 21, 2022



RECORDED ON
02/10/2023 8:31:39 AM
LORIL GEBHARDT
LAPEER COUNTY REGISTER OF DEEDS



LIBR 3337

PAGE 50

\$30.00 RECEIPT# 164, STATION 2C
WARRANTY DEED



LAPEER COUNTY
FEBRUARY 10, 2023
RECEIPT #164

STATE OF MICHIGAN \$ 44 00-CO
REAL ESTATE \$ 300.00-ST
TRANSFER TAX STAMP # 36280

I hereby certify that I have examined the records in my office relating to the description of lands in this deed. It appears that the State and County taxes have been fully paid for the years preceding said date. This certificate does not apply to taxes, if any, due in payment of collection by Township, City, or Village Officials.

Loril Gebhardt

Treasurer, Lapeer County, Michigan

Notary Public

WARRANTY DEED

Headley Harris, LLC, a Michigan limited liability company, whose registered address is 42934 Clay Court, Novi, Michigan 48377, conveys and warrants to the City of Lapeer, a Michigan municipal corporation, whose principal place of business is 576 Liberty Park, Lapeer, Michigan 48446, property located in the City of Lapeer, County of Lapeer, and State of Michigan, which is described as follows:

PART OF BLOCK 114 AND VACATED JEFFERSON STREET OF THE CITY OF LAPEER ORIGINAL PLAT ALL LYING NORTH OF FARMERS CREEK (PART OF TAX #20-78-000-040-00, 20-78-001-040-00 & 20-77-900-040-00) LOCATED IN THE SOUTHWEST 1/4 OF SECTION 5, T7N, R10E, CITY OF LAPEER, LAPEER COUNTY, MICHIGAN. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 5 WHERE IT INTERSECTS WITH THE WESTERLY LINE OF THE MDOT M-24 RIGHT OF WAY; THENCE S03° 18'17"E 369.30 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING S03° 18'17 "E, ALONG SAID WESTERLY RIGHT OF WAY LINE, 59.55 FEET; THENCE ALONG THE PROPOSED MDOT RIGHT OF WAY PER PROJECT PLANS FOR CONTROL SECTION 44011, JOB NO. 85283A & 116949A THE FOLLOWING (2) TWO COURSES: 1) S86° 41'43 "W 39.00 FEET; 2) S03° 18'16 "E 49.8 FEET TO THE NORTHERLY LINE OF FARMERS CREEK; THENCE ALONG SAID FARMERS CREEK THE FOLLOWING (2) TWO COURSES: 1) S88° 22'29 "W 114.0 FEET; 2) THENCE S59° 17'12 "W 42.2 FEET TO THE NORTH LINE OF LOT 5 BLOCK 114 OF SAID PLAT; THENCE S88° 05'47 "W, ALONG SAID NORTH LOT LINE AND ITS' EXTENSION) 75.6 FEET TO THE WEST LINE OF SAID VACATED JEFFERSON STREET; THENCE N01°54'13 "W ALONG SAID WEST LINE 130.0 FEET; THENCE N88° 05'47 "E ALONG A LINE 70 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID BLOCK 114, 262.9 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHT OF WAYS OF RECORD. CONTAINS 0.665 ACRES, MORE OR LESS.

For the sum of \$40,000.00 and subject to all restrictions, easements, tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

DELIVERED ON
02/09/2023 4:03:12 PM
LAPEER CO REGISTER OF DEEDS

DELIVERED ON
02/09/2023 1:32:16 PM
LAPEER CO REGISTER OF DEEDS

44.00 ✓
300.00

20-78-002-040-2



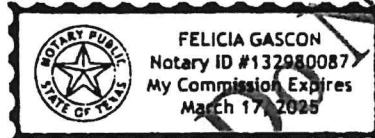
Dated: January 31, 2023

By: [Signature]
Jo Robin Harris-Szabo, Co-Trustee of
The Harris Revocable Family Trust dated
June 4, 2001
Its: Member of the Headly Harris, LLC

STATE OF TEXAS)
Montgomery COUNTY)

Acknowledged before me in Montgomery County, Texas, on January 31, 2023,
by Jo Robin Harris-Szabo, Co-Trustee of The Harris Revocable Family Trust dated
June 4, 2001, the Member of Headley Harris, LLC, who made herself known to
me and whose signature I witnessed.

[Signature]



Notary public, State of Texas, County of Montgomery.
My commission expires 03/17/2025

Dated: January 31, 2023

Send Subsequent Tax Bills To:

exempt

When recorded return to:

Romona Sanchez, Clerk
City of Lapeer
576 Liberty Park
Lapeer, Michigan 48446

Drafted by:

Denis J. McCarthy, Esq.
4000 S. Oak Street, Ste. 200
P.O. Box 70
Metamora, Michigan 48455



Dated: February 1, 2023.

Cari Sekelsky

Cari Sekelsky, Co-Trustee of
The Harris Revocable Family Trust dated
June 4, 2001, and a member of Headly Harris,
LLC

STATE OF MICHIGAN)
) ss.
COUNTY OF Oakland)

Acknowledged before me in Oakland County, Michigan, on February 1, 2023, by Cari Sekelsky, Co-Trustee of The Harris Revocable Family Trust dated June 4, 2001, the Member of Headly Harris, LLC, who made herself known to me and whose signature I witnessed.

Subscribed and sworn to before me on February 1, 2023.

Emily Stanis

. Notary Public

County of Genesee, State of Michigan

My commission expires: 4-1-2029

Acting in the County of Oakland

EMILY STANIS
Notary Public, State of Michigan
County of Genesee
My Commission Expires 04-01-2029
Acting in the County of Oakland





Dated: February 1, 2023.

Maria Richelle Brockman
Maria Richelle Brockman, Co-Trustee of (Formerly Harris)
The Harris Revocable Family Trust dated
June 4, 2001, and member of the Headly
Harris, LLC.

STATE OF MICHIGAN)
) ss.
COUNTY OF Oakland)

Acknowledged before me in Oakland County, Michigan, on February 1, 2023, by Maria Richelle Brockman, Co-Trustee of The Harris Revocable Family Trust dated June 4, 2001, the Member of Headley Harris, LLC, who made herself known to me and whose signature I witnessed.

Subscribed and sworn to before me on February 1, 2023.

Emily Stanis
), Notary Public
County of Genesee, State of Michigan
My commission expires: 9-7-2029
Acting in the County of Oakland



EMILY STANIS
Notary Public, State of Michigan
County of Genesee
My Commission Expires 09-07-2029
Acting in the County of Oakland



Dana M. Miller
Lapeer County Treasurer
255 Clay St. Suite 303, Lapeer, MI 48446
810-667-0239

Land Division Tax Payment Certification Form

Name: Harris LLC, Headley Phone: _____

Owner Address: _____

Owner City, State, Zip _____

Property Address: Pleasant St Vacant

Property City, State, Zip: Lapeer MI 48446

Parcel ID: 20-77-900-040-00

-Attach a description of the parcel to be divided-

☐ CERTIFICATION DENIED

The Lapeer County Treasurer's Office has found delinquent taxes on the parcel listed above and cannot issue a certification of tax payment.

Delinquent taxes owed: _____

☒ CERTIFICATION APPROVED

Pursuant to House Bill 4055 The Lapeer County Treasurer's Office certifies that all property taxes and special assessments due on the parcel or tracts subject to the proposed division for the five years preceding the date of the application have been paid.

Certified By: Dana Miller

Date Certified: 12-13-23

LD: 101-253-628.000



Lapeer County Treasurer
255 Clay St. Ste. 303
Lapeer, MI 48446
810-667-0239

Land Division Act 288 of 1967, MCL 560.109 (1) (i) Certification

TAX YEAR	TAX. VALUE	BASE TAX	BASE TAX DUE	INTEREST/FEES DUE	TOTAL DUE	LAST PMT
2022	8,068	383.40	0.00	0.00	0.00	01/18/23
0			0.00	0.00	0.00	
0			0.00	0.00	0.00	
0			0.00	0.00	0.00	
0			0.00	0.00	0.00	
0			0.00	0.00	0.00	
TOTAL			0.00	0.00	0.00	

Property Number: L20-77-900-040-00

Taxing Unit: CITY OF LAPEER

Owner Name: HARRIS LLC, HEADLEY

Property Address: PLEASANT ST VACANT
LAPEER MI 48446

DESCRIPTION OF PROPERTY

CITY OF LAPEER ORIGINAL PLAT SW 1/4 BLK 113 ALSO E 1/2 VAC ADAMS ST & W 1/4 VAC JEFFERSON ST S OF PLEASANT ST & N OF MILL ST C/L; ALSO N 1/2 VAC MILL ST E OF ADAMS ST & W OF JEFFERSON ST; EX PLEASANT ST EASE COM NE COR LOT 1 (AS OCCUPIED), TH S71°36'49"W 137.05 FT, AS REC'D L-692,P-121

PRE Denial Amount: 0.00

I hereby certify, based upon the records in my office, that there are no tax liens, delinquent taxes or special assessments against the above description for the 5 years preceding the date of this instrument. This certification does not include taxes, if any, now in the process of collection by the City, Village or Township Treasurer.

Requested by:

Dana M. Miller
Lapeer County Treasurer
12/13/23

LD: 101-253-628.000



Dana M. Miller
Lapeer County Treasurer
255 Clay St. Suite 303, Lapeer, MI 48446
810-667-0239

Land Division Tax Payment Certification Form

Name: Harris LLC, Headley Phone: _____

Owner Address: _____

Owner City, State, Zip _____

Property Address: 56 S Main St + S8

Property City, State, Zip: Lapeer, MI, 48446

Parcel ID: 20-78-000-040-00

-Attach a description of the parcel to be divided-

[] CERTIFICATION DENIED

The Lapeer County Treasurer's Office has found delinquent taxes on the parcel listed above and cannot issue a certification of tax payment.

Delinquent taxes owed: _____

☒ CERTIFICATION APPROVED

Pursuant to House Bill 4055 The Lapeer County Treasurer's Office certifies that all property taxes and special assessments due on the parcel or tracts subject to the proposed division for the five years preceding the date of the application have been paid.

Certified By: Dana M. Miller

Date Certified: 12-13-2023

LD: 101-253-628.000



Lapeer County Treasurer
255 Clay St. Ste. 303
Lapeer, MI 48446
810-667-0239

Land Division Act 288 of 1967, MCL 560.109 (1) (i) Certification

TAX YEAR	TAX. VALUE	BASE TAX	BASE TAX DUE	INTEREST/FEES DUE	TOTAL DUE	LAST PMT
2022	23,895	1,135.65	0.00	0.00	0.00	01/18/23
0			0.00	0.00	0.00	
0			0.00	0.00	0.00	
0			0.00	0.00	0.00	
0			0.00	0.00	0.00	
0			0.00	0.00	0.00	
TOTAL			0.00	0.00	0.00	

Property Number: L20-78-000-040-00

Taxing Unit: CITY OF LAPEER

Owner Name: HARRIS LLC, HEADLEY

Property Address: 56 S MAIN ST & 58
LAPEER MI 48446

DESCRIPTION OF PROPERTY

CITY OF LAPEER ORIGINAL PLAT SW 1/4 BLK 114 LOTS 9 & 10

PRE Denial Amount: 0.00

I hereby certify, based upon the records in my office, that there are no tax liens, delinquent taxes or special assessments against the above description for the 5 years preceding the date of this instrument. This certification does not include taxes, if any, now in the process of collection by the City, Village or Township Treasurer.

Requested by:

Dana M. Miller
Lapeer County Treasurer
12/13/23

LD: 101-253-628.000



Dana M. Miller
Lapeer County Treasurer
255 Clay St. Suite 303, Lapeer, MI 48446
810-667-0239

Land Division Tax Payment Certification Form

Name: Harris, LLC, Headley Phone: _____
Owner Address: _____
Owner City, State, Zip: _____
Property Address: 114 Pleasant St Vacant
Property City, State, Zip: Lapeer MI, 48446
Parcel ID: 20-73-001-040-00

-Attach a description of the parcel to be divided-

☐ CERTIFICATION DENIED

The Lapeer County Treasurer's Office has found delinquent taxes on the parcel listed above and cannot issue a certification of tax payment.

Delinquent taxes owed: _____

☒ CERTIFICATION APPROVED

Pursuant to House Bill 4055 The Lapeer County Treasurer's Office certifies that all property taxes and special assessments due on the parcel or tracts subject to the proposed division for the five years preceding the date of the application have been paid.

Certified By: Dana M Miller/mc

Date Certified: 12-13-2023

LD: 101-253-628,000



Lapeer County Treasurer
255 Clay St. Ste. 303
Lapeer, MI 48446
810-667-0239

Land Division Act 288 of 1967, MCL 560.109 (1) (i) Certification

TAX YEAR	TAX. VALUE	BASE TAX	BASE TAX DUE	INTEREST/FEES DUE	TOTAL DUE	LAST PMT
2022	11,862	563.71	0.00	0.00	0.00	01/18/23
0			0.00	0.00	0.00	
0			0.00	0.00	0.00	
0			0.00	0.00	0.00	
0			0.00	0.00	0.00	
0			0.00	0.00	0.00	
TOTAL			0.00	0.00	0.00	

Property Number: L20-78-001-040-00

Owner Name: HARRIS LLC, HEADLEY

Taxing Unit: CITY OF LAPEER

Property Address: 114 PLEASANT ST VACANT

LAPEER MI 48446

DESCRIPTION OF PROPERTY

CITY OF LAPEER ORIGINAL PLAT SW 1/4 THAT PART OF BLK 114 LYNG N OF FLINT RIVER, EX LOTS 5, 9 & 10; ALSO E 1/2 VAC JEFFERSON ST LYNG S OF PLEASANT ST & N OF FARMERS CREEK

PRE Denial Amount: 0.00

I hereby certify, based upon the records in my office, that there are no tax liens, delinquent taxes or special assessments against the above description for the 5 years preceding the date of this instrument. This certification does not include taxes, if any, now in the process of collection by the City, Village or Township Treasurer.

Requested by:

Dana M. Miller
Lapeer County Treasurer
12/13/23

LD: 101-253-628.000

City of Lapeer
576 Liberty Park
Lapeer MI 48446
810-664-2902

Received of:
HARRIS LLC, HEADLEY
42934 CLAY CT
NOVI MI 48377

TAXABLE: 25,089 SEV: 64,400 SCHL: 44010
PRE/MBT: 0.0000 CLASS: 401

PREVIOUS PAYMENTS			PREVIOUS PAYMENTS		
Date	Chk #	Amount	Date	Chk #	Amount

** CURRENT PAYMENT **

Date

Chk #

Amount

07/12/2023

259

492.23

Total Recvd:492.23

DETAILED BREAKDOWN OF BILLING/PAYMENTS FOR L20-78-000-040-00

DESCRIPTION	MILLAGE	Tax Billed	Total Paid	BALANCE
SET	6.0000	150.53	150.53	0.00
COUNTY	3.6258	90.96	90.96	0.00
LAPEER CITY	9.8000	245.87	245.87	0.00

Admin Fee		4.87	4.87	0.00
Interest/Pen		0.00	0.00	0.00
Over Payments		0.00	0.00	0.00
TOTALS ----->	19.42580	492.23	492.23	0.00

CNTY: 01/01/2023 - 12/31/2023Cty: 07/01/2023 - 06/30/2024
SCHL: 07/01/2023 - 06/30/2024ST : 10/01/2023 - 09/30/2024

Property Description

CITY OF LAPEER ORIGINAL PLAT SW 1/4 BLK 114 LOTS 9 & 10

Addr: 56 S MAIN ST & 58

To: HARRIS LLC, HEADLEY
 42934 CLAY CT
 NOVI MI 48377

City of Lapeer
576 Liberty Park
Lapeer MI 48446
810-664-2902

City of Lapeer
L20-78-001-040-00

Received of:
HARRIS LLC, HEADLEY
19403 WATER POINT TRAIL
NOVI MI 48377

TAXABLE: 12,200 SEV: 12,200 SCHL: 44010
PRE/MBT: 0.0000 CLASS: 402

PREVIOUS PAYMENTS			PREVIOUS PAYMENTS		
Date	Chk #	Amount	Date	Chk #	Amount

** CURRENT PAYMENT **

Date	Chk #	Amount
07/12/2023	259	239.35

Total Recvd: 239.35

DETAILED BREAKDOWN OF BILLING/PAYMENTS FOR L20-78-001-040-00

DESCRIPTION	MILLAGE	Tax Billed	Total Paid	BALANCE
SET	6.0000	73.20	73.20	0.00
COUNTY	3.6258	44.23	44.23	0.00
LAPEER CITY	9.8000	119.56	119.56	0.00

Admin Fee		2.36	2.36	0.00
Interest/Pen		0.00	0.00	0.00
Over Payments		0.00	0.00	0.00
TOTALS ----->	19.42580	239.35	239.35	0.00

CNTY: 01/01/2023 - 12/31/2023 Cty: 07/01/2023 - 06/30/2024
SCHL: 07/01/2023 - 06/30/2024 ST : 10/01/2023 - 09/30/2024

Property Description
CITY OF LAPEER ORIGINAL PLAT SW 1/4 THAT PART OF BLK
114 LYNG N OF FLINT RIVER, EX LOTS 5, 9 & 10; ALSO E
1/2 VAC JEFFERSON ST LYNG S OF PLEASANT ST & N OF
FARMERS CREEK

Addr: 114 PLEASANT ST VACANT

To: HARRIS LLC, HEADLEY
19403 WATER POINT TRAIL
NOVI MI 48377

Recpt No: 00000498

Received of:
HARRIS LLC, HEADLEY
42934 CLAY CT
NOVI MI 48377

PREVIOUS PAYMENTS

TO: HARRIS LLC, HEADLEY
42934 CLAY CT
NOVI MI 48377

LEGAL DESCRIPTION AS SURVEYED

CONDEMNATION PARCEL LEGAL DESCRIPTION (PER SETTLEMENT AGREEMENT)

PART OF BLOCK 114 AND VACATED JEFFERSON STREET OF THE CITY OF LAPEER ORIGINAL PLAT, RECORDED IN LIBER 1, PAGE 73 LAPEER COUNTY RECORDS, ALL LYING NORTH OF FARMERS CREEK (PART OF TAX #20-78-000-040-00, 20-78-001-040-00 & 20-77-900-040-00) LOCATED IN THE SOUTHWEST 1/4 OF SECTION 5, T7N, R10E, CITY OF LAPEER, LAPEER COUNTY, MICHIGAN. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER, SECTION 5, T7N-R10E, CITY OF LAPEER, LAPEER COUNTY, MICHIGAN; THENCE N88°05'53"E, ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION, 1432.79 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF M-24; THENCE S03°18'17"E, ALONG SAID WESTERLY RIGHT OF WAY, 369.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S03°18'17"E, ALONG SAID WESTERLY RIGHT OF WAY LINE, 59.55 FEET; THENCE ALONG THE PROPOSED MDOT RIGHT OF WAY PER PROJECT PLANS FOR CONTROL SECTION 44011, JOB NO. 85283A & 116949A THE FOLLOWING (2) TWO COURSES: 1) S86°41'43"W 39.00 FEET; 2) S03°18'16"E 49.8 FEET TO THE NORTHERLY LINE OF FARMERS CREEK; THENCE ALONG SAID FARMERS CREEK THE FOLLOWING (2) TWO COURSES: 1) S88°22'29"W 114.0 FEET; THENCE S59°17'12"W 42.2 FEET TO THE NORTH LINE OF LOT 5 BLOCK 114 OF SAID PLAT; THENCE S88°05'47"W, ALONG SAID NORTH LOT LINE AND ITS' EXTENSION, 75.6 FEET TO THE WEST LINE OF SAID VACATED JEFFERSON STREET; THENCE N01°54'13"W ALONG SAID WEST LINE 130.0 FEET; THENCE N88°05'47"E ALONG A LINE 70 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 114, 262.9 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHT OF WAYS OF RECORD. CONTAINS 0.665 ACRES, MORE OR LESS.

REMAINDER LEGAL DESCRIPTIONS (FOR TAX PURPOSES ONLY)

"A-2" (TAX ID #L20-78-000-040-00)

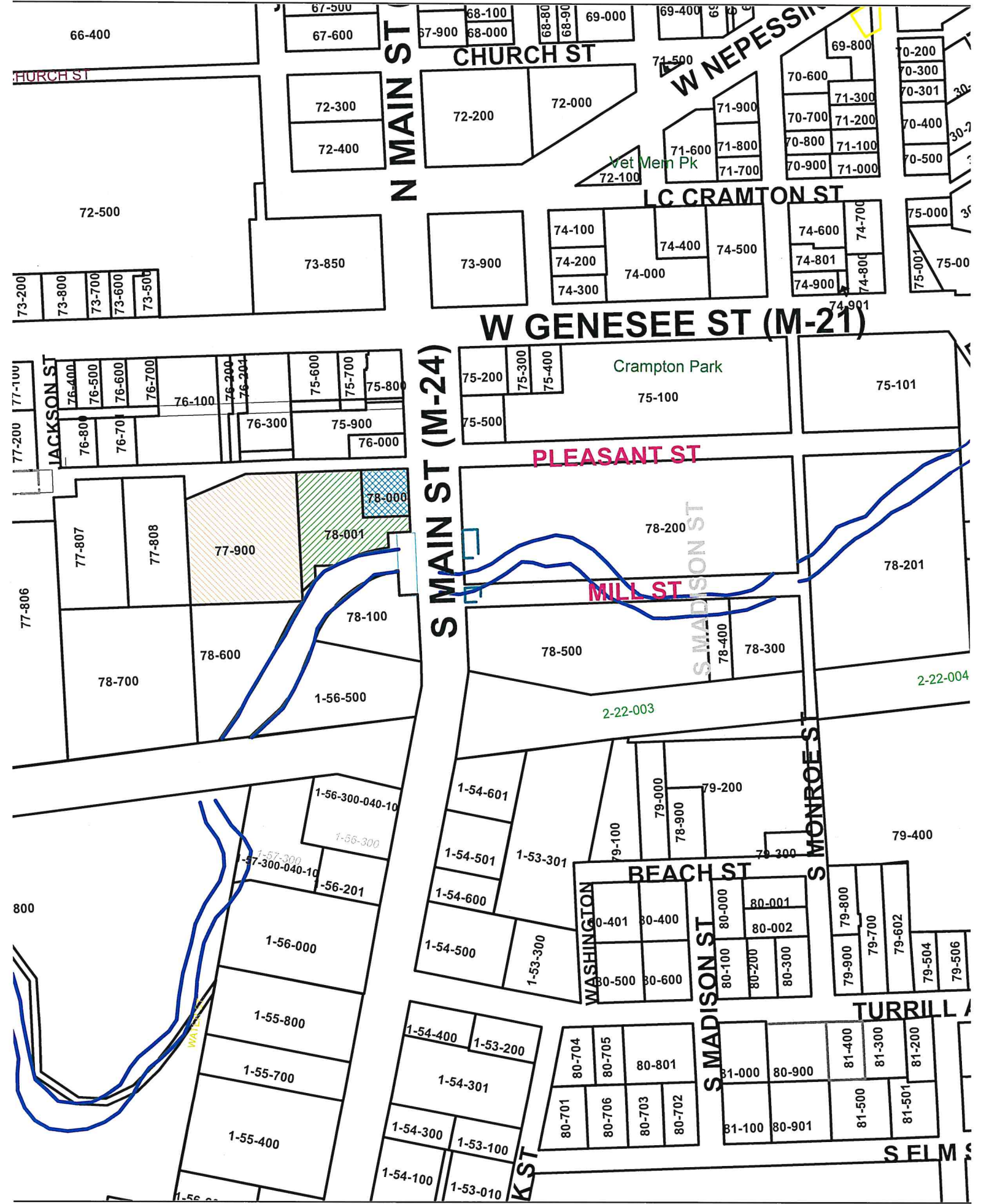
LOT 10 AND THE NORTH 20 FEET OF LOT 9, BLOCK 114 OF THE ORIGINAL PLAT OF LAPEER AS RECORDED IN LIBER 1, PAGE 73 LAPEER COUNTY RECORDS. CONTAINS 0.16 ACRE.

"B-2" (TAX ID #L20-78-001-040-00)

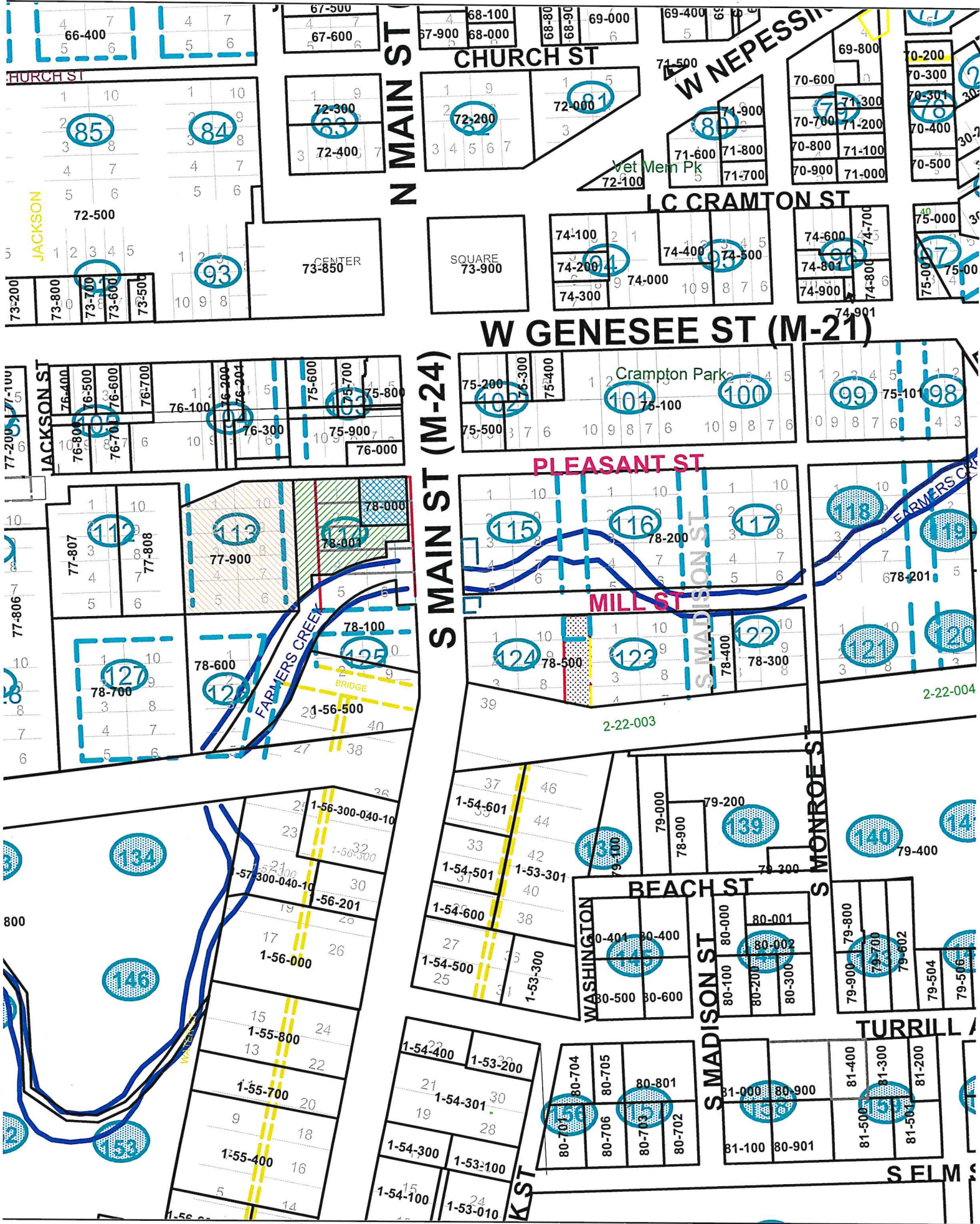
LOT 1, THE NORTH 20 FEET OF LOT 2 AND THE ADJACENT EAST HALF OF VACATED JEFFERSON STREET, BLOCK 114 OF THE ORIGINAL PLAT OF LAPEER AS RECORDED IN LIBER 1, PAGE 73 LAPEER COUNTY RECORDS. CONTAINS 0.21 ACRE.

"C-2" (TAX ID #L20-77-900-040-00)

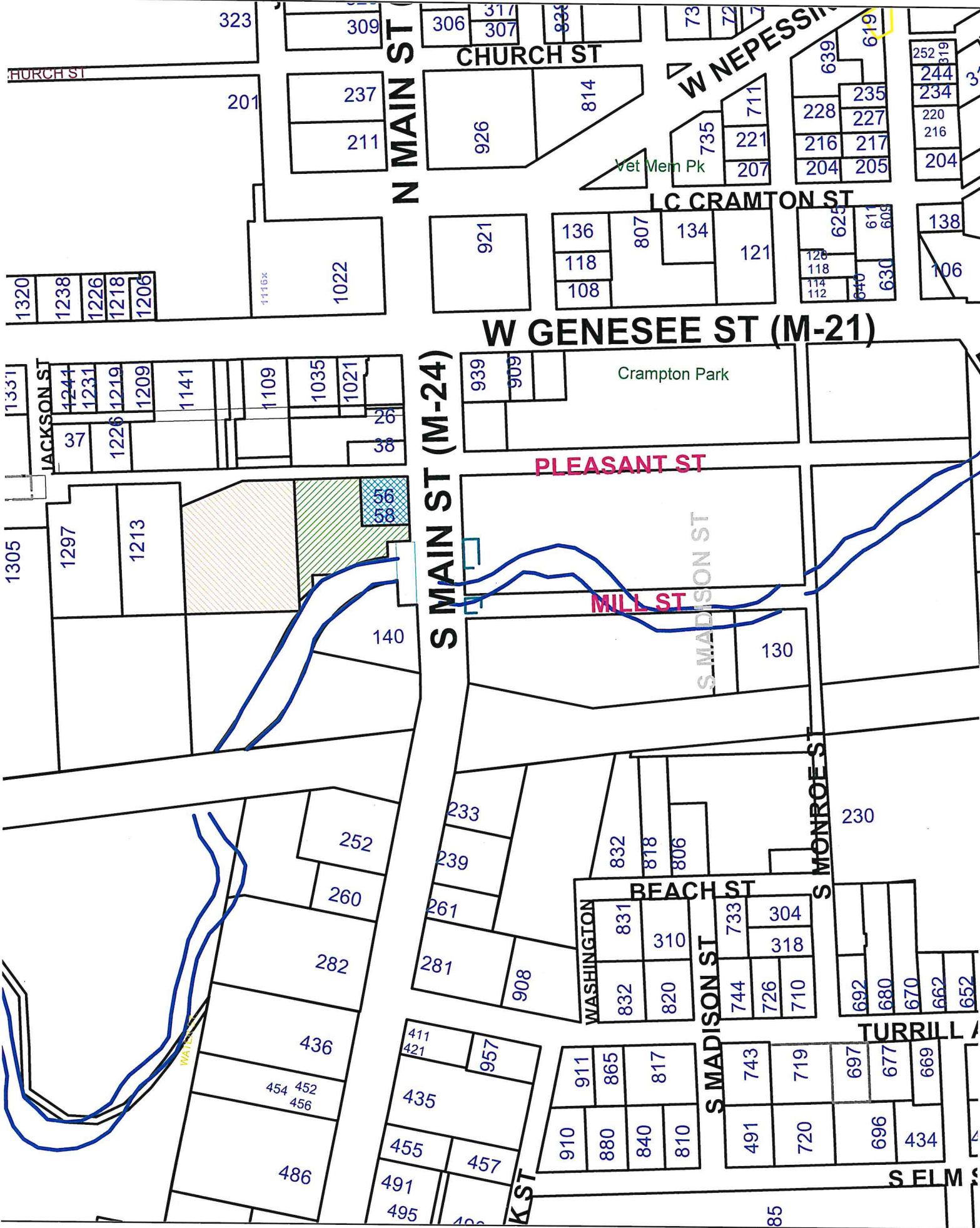
BLOCK 113 OF THE ORIGINAL PLAT OF LAPEER AS RECORDED IN LIBER 1, PAGE 73 LAPEER COUNTY RECORDS, THE NORTH 70 FEET OF THE WEST HALF OF VACATED JEFFERSON STREET LYING SOUTH OF PLEASANT STREET, VACATED JEFFERSON STREET LYING 200 FEET SOUTH OF PLEASANT STREET AND NORTH OF FARMERS CREEK, THE EAST 1/2 OF VACATED ADAMS STREET ADJACENT TO SAID BLOCK 113, NORTH HALF OF VACATED MILL STREET LYING BETWEEN ADAMS AND JEFFERSON STREETS, EXCEPTING THEREFROM PLEASANT STREET EASEMENT DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 113; THENCE S68°21'26"E 138.12 FEET TO THE POINT OF ENDING. CONTAINS 1.56 ACRES.



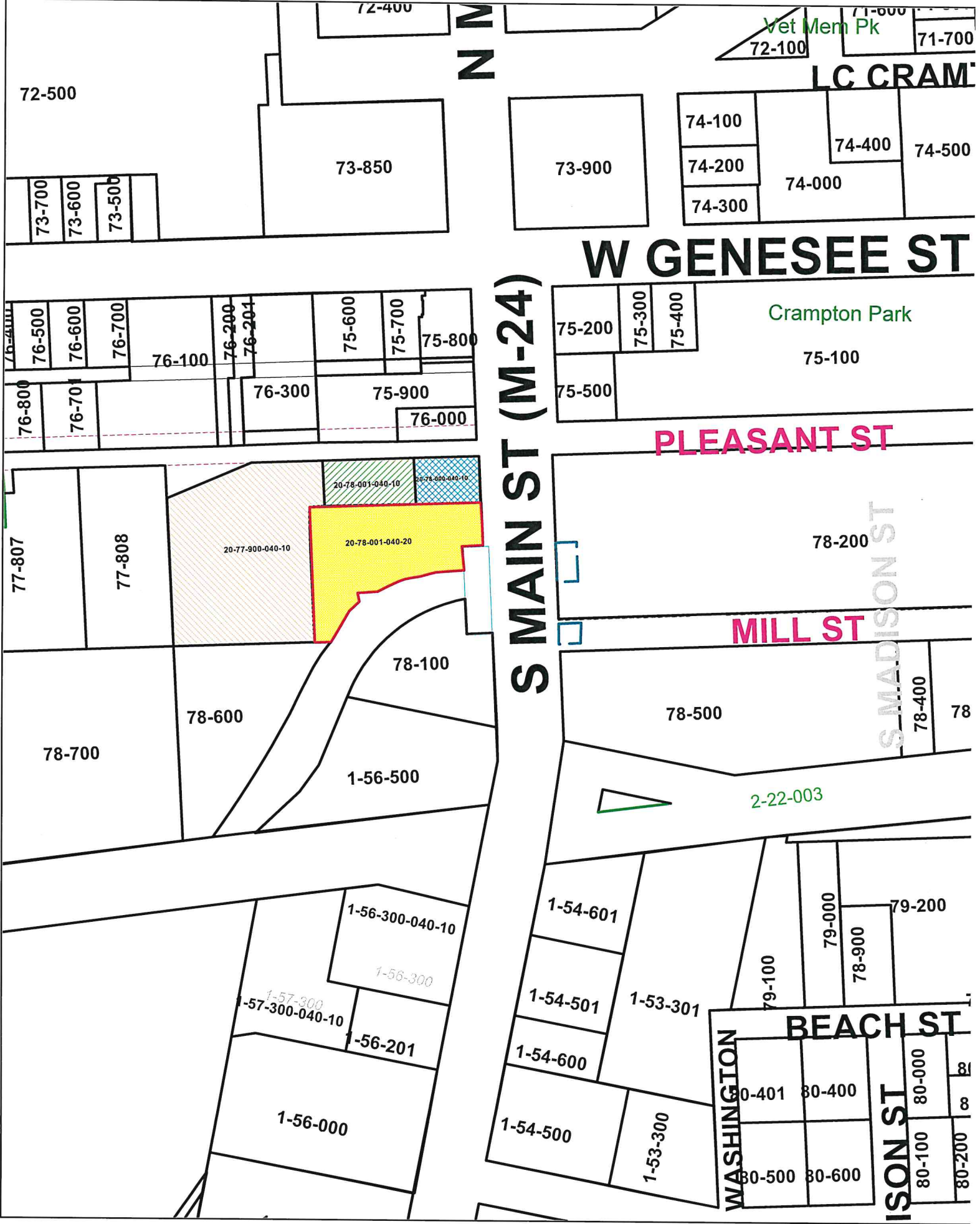
City of Lapeer Parcel Split L20-78-001-040-00: L20-78-000-040-00 & L20-77-900-040-00
Before Split Parcel Map



City of Lapeer Parcel Split L20-78-001-040-00: L20-78-000-040-00 & L20-77-900-040-00
Before Split Parcel Map



City of Lapeer Parcel Split L20-78-001-040-00: L20-78-000-040-00 & L20-77-900-040-00
Before Split Address Map



City of Lapeer After Parcel Split
L20-78-001-040-10: L20-78-001-040-20: L20-78-000-040-10 & L20-77-900-040-10

Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

12/08/2023 5:34 PM

Parcel:	L20-77-900-040-00	Current Class:	401.RESIDENTIAL-IMPROVED
Owner's Name:	HARRIS LLC, HEADLEY	Previous Class:	401.RESIDENTIAL-IMPROVED
Property Address:	PLEASANT ST VACANT LAPEER, MI 48446	Taxable Status	TAXABLE
		Prev. Taxable Stat	TAXABLE
Liber/Page:	3337-0050	Gov. Unit:	L CITY OF LAPEER
Split:	/ /	CATAGORY	VAC RES
		School:	44010 LAPEER COMMUNITY SCHOOLS
Public Impr.:	None	Neighborhood:	1951 1951.WGENESEE
Topography:	None		
Mailing Address:	Description:		
HARRIS LLC, HEADLEY 42934 CLAY CT NOVI MI 48377	CITY OF LAPEER ORIGINAL PLAT SW 1/4 BLK 113 ALSO E 1/2 VAC ADAMS ST & W 1/4 VAC JEFFERSON ST S OF PLEASANT ST & N OF MILL ST C/L; ALSO N 1/2 VAC MILL ST E OF ADAMS ST & W OF JEFFERSON ST; EX PLEASANT ST EASE COM NE COR LOT 1 (AS OCCUPIED), TH S71*36'49"W 137.05 FT, AS REC'D L-692,P-121		

Most Recent Sale Information

Sold on 01/31/2023 for 40,000 by HARRIS LLC, HEADLEY.

Terms of Sale:	32-SPLIT VACANT	Liber/Page:	3337-0050
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Most Recent Permit Information

None Found

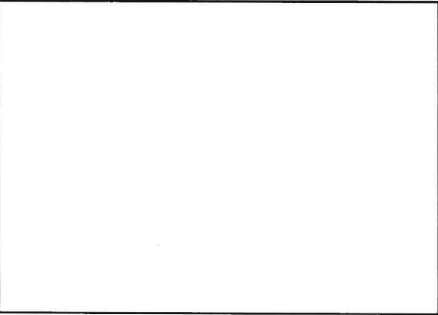
Physical Property Characteristics

2024 S.E.V.:	Tentative	2024 Taxable:	Tentative	Lot Dimensions:	
2023 S.E.V.:	11,400	2023 Taxable:	8,471	Acreage:	1.60
Zoning:	R1 1 FM (*)	Land Value:	Tentative	Frontage:	0.0
PRE:	0.000	Land Impr. Value:	Tentative	Average Depth:	0.0

Improvement Data

None

Image



Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

12/08/2023 5:35 PM

Parcel:	L20-78-000-040-00	Current Class:	401.RESIDENTIAL-IMPROVED
Owner's Name:	HARRIS LLC, HEADLEY	Previous Class:	401.RESIDENTIAL-IMPROVED
Property Address:	56 S MAIN ST & 58 LAPEER, MI 48446	Taxable Status	TAXABLE
		Prev. Taxable Stat	TAXABLE
Liber/Page:	3337-0050	Gov. Unit:	L CITY OF LAPEER
Split:	/ /	CATAGORY	RES DUPLEX
		School:	44010 LAPEER COMMUNITY SCHOOLS
Public Impr.:	Paved Road, Sidewalk, Water, Sewer, Electric, Gas, Curb, Street Lights	Neighborhood:	2020 2020 RESIDENTIAL IN COM AREA
Topography:	None		

Mailing Address:	Description:
HARRIS LLC, HEADLEY 42934 CLAY CT NOVI MI 48377	CITY OF LAPEER ORIGINAL PLAT SW 1/4 BLK 114 LOTS 9 & 10

Most Recent Sale Information

Sold on 01/31/2023 for 40,000 by HARRIS LLC, HEADLEY.

Terms of Sale:	32-SPLIT VACANT	Liber/Page:	3337-0050
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Most Recent Permit Information

Permit 19-PB014 on 02/18/2019 for \$6,922 category EXTERIOR REMODEL.

Physical Property Characteristics

2024 S.E.V.:	Tentative	2024 Taxable:	Tentative	Lot Dimensions:	
2023 S.E.V.:	64,400	2023 Taxable:	25,089	Acreage:	0.23
Zoning:	R1 1 FM (*)	Land Value:	Tentative	Frontage:	100.0
PRE:	0.000	Land Impr. Value:	Tentative	Average Depth:	100.0

Improvement Data

of Residential Buildings: 1
Year Built: 1910
Occupancy: Single Family
Class: D+10
Style: TWO-STORY
Exterior: Wood Siding
% Good (Physical): 50
Heating System: Forced Air w/o Ducts
Electric - Amps Service: 100
of Bedrooms: 3
Full Baths: 2 Half Baths: 0
Floor Area: 1,809
Ground Area: 1,260
Garage Area: 240
Basement Area: 900
Basement Walls: Stone
Estimated TCV: Tentative

Image



Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

12/08/2023 5:35 PM

Parcel:	L20-78-001-040-00	Current Class:	402.RESIDENTIAL-VACANT
Owner's Name:	HARRIS LLC, HEADLEY	Previous Class:	402.RESIDENTIAL-VACANT
Property Address:	114 PLEASANT ST VACANT LAPEER, MI 48446	Taxable Status	TAXABLE
Liber/Page:	3337-0050	Prev. Taxable Stat	TAXABLE
Split:	/ /	Gov. Unit:	L CITY OF LAPEER
Public Impr.:	None	CATAGORY	VAC RES
Topography:	None	School:	44010 LAPEER COMMUNITY SCHOOLS
		Neighborhood:	1951 1951.WGENESEE
Mailing Address:	Description:		
HARRIS LLC, HEADLEY 19403 WATER POINT TRAIL NOVI MI 48377	CITY OF LAPEER ORIGINAL PLAT SW 1/4 THAT PART OF BLK 114 LYNG N OF FLINT RIVER, EX LOTS 5, 9 & 10; ALSO E 1/2 VAC JEFFERSON ST LYNG S OF PLEASANT ST & N OF FARMERS CREEK		

Most Recent Sale Information

Sold on 01/31/2023 for 40,000 by HARRIS LLC, HEADLEY.

Terms of Sale:	32-SPLIT VACANT	Liber/Page:	3337-0050
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Most Recent Permit Information

None Found

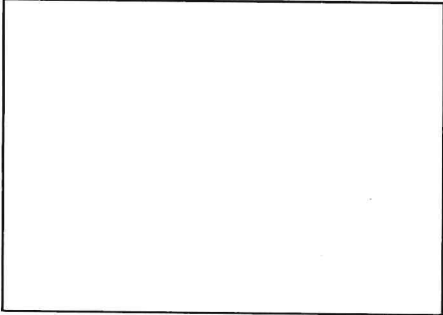
Physical Property Characteristics

2024 S.E.V.:	Tentative	2024 Taxable:	Tentative	Lot Dimensions:	
2023 S.E.V.:	12,200	2023 Taxable:	12,200	Acreage:	0.77
Zoning:	R1 1 FM (*)	Land Value:	Tentative	Frontage:	123.0
PRE:	0.000	Land Impr. Value:	Tentative	Average Depth:	149.4

Improvement Data

None

Image





ITEM C-3

To: Mayor Marquardt and Lapeer City Commission
From: Romona Sanchez, City Clerk
Date: December 13, 2023
RE: Lapeer Gold & Loan, 801 East Street

STAFF RECOMMENDATION

Mayor approve a Secondhand Dealer License and Pawnbroker License for Lapeer Gold & Loan located at 801 East Street.

CURRENT OR NEW INFORMATION

Johny Jajou new owner of Lapeer Gold and Loans, has applied for a Secondhand Dealer License and Pawnbrokers License for Lapeer Gold and Loans located at 801 East Street. All requirements have been met and staff recommends approval for a license.

Under Public Act 350 of 1917 (Secondhand Dealers and Junk Dealers), Public Act 273 of 1917 (Pawnbrokers) and Chapter 20 (Business Licenses and Regulations Ordinance), businesses are required to apply and be approved by the Mayor for a Secondhand Dealer and Pawnbrokers License.

Mr. Jajou has also applied for a Precious Metal & Gem Dealer License. Under PA 95 of 1981 and Chapter 20 (Business Licenses and Regulations Ordinance), this license is applied to and approved by the Police Department.

If approved, licenses held by Lapeer Gold & Loans:

- Secondhand Dealer License
- Pawnbrokers License
- Precious Metal & Gem Dealer License

Please advise if you should have any questions.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

AGENDA ITEM REVIEW

Meeting Date:	December 18, 2023	Date Reviewed:	December 13, 2023
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			



Office Use: License #: 23-0526

Fee Paid: _____

Date: 12-4-23

Mayor/City Commission Approved: _____

ISSUED: _____

APPLICATION – SECONDHAND AND/OR JUNK DEALER

(According to the Provisions of Public Act 350 of 1917 and City of Lapeer Ordinance: Chapter 20 (Business Licenses and Regulations), Section 20.00 and Section 20.03) \$150. Annual Fee

Date: _____

Applicant Information:

Name of Applicant: Johnny Tajou

Address: _____

Telephone #: 248-506-1825

Location of Business: 801 East St Lapeer, MI 48446

Property Owner of location: Lapeer Associates, LLC 2900 Union Lake ste 102 Commerce MI 48382
(Name, Address, Telephone # of property owner)

Previous experience as a Secondhand Dealer or Junk Dealer: N. A

Have you:

Been convicted of any crime, misdemeanor, or local ordinance?

Describe violation and penalty assessed: _____

Held a permit in Michigan that was revoked, suspended, or denied within the last three years?

Explain: _____

Business Information:

Name of Business: Lapeer Gold & Loan Pawn Inc

Address: 801 East St Lapeer, MI 48446

Individual ☐ Partnership ☐ Corporation ☒ Firm ☐ Association ☐

Telephone Number: 810-660-8664

Applicant must furnish the following additional information:

- ☐ Nonrefundable Application Fee (\$25.00).
- ☒ Annual Fee (\$150.00).
- ☒ Listing of all agents/employees with complete addresses (new employees within 10 days).
- ☒ Signed copy of the Criminal Background Check Consent/Release Form and Agreement by all employees to be used under this request (new employees within 10 days).
- ☒ Surety Bond in the sum of \$3,000.
- ☐ Listing (types) of secondhand goods.

By filing this application, I acknowledge I have read the appropriate Ordinance Section, and I authorize the City of Lapeer to conduct a background check on myself, the applicant, as well as on the agents/employees requested in this application. In addition, by signing this application I affirm that the information provided is accurate and that, if a license is granted, I will abide by all applicable ordinances, statutes, regulations, and laws.

Applicant Signature: Johnny Tajou

Date: 12/4/2023



Office Use: License #: 23-0525
Fee Paid: _____
Date: 12.4.23
Mayor/Commission Approved: _____
ISSUED: _____

APPLICATION – PAWNBROKERS

(According to the Provisions of Public Act 273 of 1917 and City of Lapeer Ordinance: Chapter 20 (Business Licenses and Regulations), Section 20.00 and Section 20.06) \$150. Annual Fee

Applicant Information:

Name of Applicant: Johnny Tajan

Address: 6

Telephone #: 248-506-1825

Location of Business: 801 East St Lapeer, MI 48446

Property Owner of location: Lapeer Associates, LLC 2900 Union Lake Rd Ste 102 Commerce MI 48382
(Name, Address, Telephone # of property owner)

Previous experience as a Pawnbroker: NA.

Have you:

Been convicted of any crime, misdemeanor, or local ordinance?

Describe violation and penalty assessed: _____

Held a permit in Michigan that was revoked, suspended or denied within the last three years?

1: _____

Business Information:

Name of Business: Lapeer Gold & Loan Pawn Inc

Address: 801 East St Lapeer, MI 48446

Individual ☐ Partnership ☐ Corporation ☒ Firm ☐ Association ☐

Telephone Number: _____

Applicant must furnish the following additional information.

- ☒ Nonrefundable Application Fee (\$25.00).
- ☒ Annual Fee (\$150.00).
- ☒ Listing of all agents/employees with complete addresses (new employees within 24 hours).
- ☒ Signed copy of the Criminal Background Check Consent/Release Form and Agreement by all employees to be used under this request (new employees within 10 days).
- ☒ Bond in the sum of \$3,000, with at least 2 sureties. (PA 273 of 1917; Section 446.2202(5).)

By filing this application, I acknowledge I have read the appropriate Ordinance Section, and I authorize the City of Lapeer to conduct a background check on myself, the applicant, as well as on the agents/employees requested in this application. In addition, by signing this application I affirm that the information provided is accurate and that, if a license is granted, I will abide by all applicable ordinances, statutes, regulations and laws.

Applicant Signature: Johnny Tajan

Date: 12/4/2023

OFFICE USE:

Police Department: ☒ Approval ☐ Disapproval

Signature: See email

Date: 12.11.23

City Clerk: ☐ Approval ☐ Disapproval

Signature: _____

Date: _____



ITEM D-1

To: Mayor and City Commission
From: Kelly Hanna, Director of Financial Services
Date: December 13, 2023
RE: Bill Listing – November 29, 2023, through December 13, 2023

STAFF RECOMMENDATION

Approve the bill listing as presented.

CURRENT OR NEW INFORMATION

I, Kelly Hanna, Director of Financial Services, have reviewed the bills for November 29, 2023, through December 13, 2023, in the total amount of **\$334,263.89** and find them to be proper charges.

AGENDA ITEM REVIEW

Meeting Date:	December 18, 2023	Date Reviewed:	December 13, 2023
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			

CHECK REGISTER FOR CITY OF LAPEER
CHECK DATE FROM 11/29/2023 - 12/13/2023

Check Date	Check	Vendor Name	Amount
12/07/2023	1779(A)	GREAT LAKES WATER AUTHORITY	148,047.61
12/07/2023	1796(E)	BLUE CROSS & BLUE SHIELD OF MI	65,711.31
12/07/2023	1784(A)	MICHIGAN MUNICIPAL WORKERS	21,849.00
12/07/2023	1789(A)	REHMANN LLC	14,000.00
12/07/2023	1797(E)	CONSUMERS ENERGY	10,374.35
12/07/2023	597213	LAPEER CO TREASURER	10,178.18
12/07/2023	1795(A)	VC3, INC.	8,502.68
12/07/2023	597218	PINE TREE HEATING & AIR CONDITIONIN	5,350.00
12/07/2023	597203	ETNA SUPPLY	5,265.00
12/07/2023	1775(A)	ABM COMMERCIAL CLEANING, LLC	5,220.00
12/07/2023	597217	MLR ENGINEERING	4,200.00
12/07/2023	1781(A)	LEGACY ASSESSING SERVICES INC	3,400.00
12/07/2023	1778(A)	FLETCHER FEALKO SHOUDY & FRANCIS PC	2,913.75
12/07/2023	1786(A)	NATIONAL TESTING NETWORK, INC.	2,475.00
12/07/2023	1793(A)	TIFA 2	2,238.50
12/07/2023	1777(A)	EUROFINS ENVIRONMENT TESTING	1,785.00
12/07/2023	1782(A)	MAUK, JODI	1,750.00
12/07/2023	1788(A)	PREMIER SAFETY	1,750.00
12/07/2023	1791(A)	SMITH, SHANNON	1,750.00
12/07/2023	1798(E)	METROPOLITAN LIFE INSURANCE COMPANY	1,425.61
12/07/2023	597225	THE COUNTY PRESS	1,256.00
12/07/2023	597215	MGS ELECTRIC INC.	1,140.00
12/07/2023	597227	VERIZON WIRELESS	1,026.62
12/07/2023	1776(A)	EASTERN OIL COMPANY	1,013.71
12/07/2023	597205	FOSTER OIL CO	1,008.71
12/07/2023	597221	SIGMA TECHNOLOGIES	1,000.00
12/07/2023	1792(A)	TAYLOR, SARAH	971.16
12/07/2023	597224	T. P. ISRAEL CO INC	960.00
12/07/2023	1794(A)	TIFA 3	880.25
12/07/2023	597210	KENT COMMUNICATIONS INC.	863.22
12/07/2023	597202	DOWNTOWN DEVELOPMENT AUTHORITY	697.71
12/07/2023	1780(A)	JOHNSON CONTROLS SEC. SOLUTIONS	605.18
12/07/2023	1790(A)	RICK RHEIN DISPOSAL	472.00
12/07/2023	597208	IMSA, INC.	425.00
12/07/2023	597197	ACTION MUNICIPAL SUPPLY, LLC	366.55
12/07/2023	597229	WELCH, NICHOLAS	299.88
12/07/2023	597216	MICHIGAN CAT	291.54
12/07/2023	597200	CONSUMERS ENERGY CO.	250.00
12/07/2023	597219	PITNEY BOWES INC.	235.18
12/07/2023	597220	SHIRLEY'S DRY CLEAN. & ALTERATIONS	233.70
12/07/2023	597199	CDW LLC	232.90
12/07/2023	597214	MARCO TECHNOLOGIES, LLC	223.83
12/07/2023	1783(A)	MAURER'S TEXTILE RENTAL SERVICES	220.27

12/07/2023	597222	STATE OF MICHIGAN	162.00
12/07/2023	597223	STATLAB, LLC	150.00
12/07/2023	597206	GROUP RESOURCES	144.00
12/07/2023	597228	VILLAGE PRINTING	140.00
12/07/2023	1787(A)	NYE UNIFORM CO	104.14
12/07/2023	597201	DENNY'S HEATING, COOLING & REFRIGER	100.00
12/07/2023	597207	HOLLAND HEATING & COOLING, INC	100.00
12/07/2023	597209	JACK'S HEATING & COOLING	100.00
12/07/2023	597212	LAPEER CO ASSOC. CHIEFS OF POL	100.00
12/07/2023	597226	TRW LANDSCAPES LLC	85.00
12/07/2023	1785(A)	MUNICIPAL EMERGENCY SERVICES, INC	80.00
12/07/2023	597211	LAPEER CO ASSESSOR ASSOC.	75.00
12/07/2023	597204	FOSS, ANN	54.00
12/07/2023	597198	ARNOLD'S AUTO WASH	9.00
11/30/2023	1774(E)	STATE OF MICHIGAN	1.35
TOTAL			<u>\$334,263.89</u>

CITY OF LAPEER
Proclamation
In Recognition of Eric Cattane

WHEREAS, Eric Cattane was elected to the City Commission on November 5, 2019, and served the citizens of the City of Lapeer in that capacity until November 2023; and

WHEREAS, Eric, took an oath and gave conscientious, responsible, and professional service to serve the citizens of the City of Lapeer during his time on the City Commission; and

WHEREAS, Eric has devoted his time and effort in service to the Zoning Board of Appeals, Economic Development Corporation, Tax Increment Finance Authority, and Brownfield Redevelopment Authority, and has been dedicated to local community affairs and the development of projects during his tenure; and

WHEREAS, Eric is a member of the Kiwanis Club of Lapeer; and promotes civic activism and volunteerism; and

WHEREAS, Eric, has given four years of service to the City of Lapeer and leaves those in the City of Lapeer proud to have known him and to have served with him.

THEREFORE, LET IT BE KNOWN that the Lapeer City Commission wishes to honor and express deep appreciation to **Eric Cattane** for his efforts and devotion to public service and wish him continued success.

Dated this 18th day of December 2023.

Established 1833
Debbie G. Marquardt

Debbie Marquardt, Mayor

Joshua Atwood

Joshua Atwood, Commissioner

Linda Glisman

Linda Glisman, Commissioner

Marlana Swindell

Marlana Swindell, Commissioner

Stefan Brady

Stefan Brady, Commissioner

Melissa A. Petrie

Melissa Petrie, Commissioner

Mike Womack

Mike Womack, City Manager

CITY OF LAPEER
Proclamation
In Recognition of Jeff Pattison

WHEREAS, Jeff Pattison was elected to the City Commission on November 5, 2019, and served the citizens of the City of Lapeer in that capacity until November 2023; and

WHEREAS, Jeff, took an oath and gave conscientious, responsible, and professional service to the citizens of the City of Lapeer during his time on the City Commission; and

WHEREAS, Jeff has devoted his time and effort in service to the Planning Commission and has been dedicated to local community affairs and the development of projects during his tenure; and

WHEREAS, Jeff promotes civic activism and volunteerism; and

WHEREAS, Jeff, has given four years of service to the City of Lapeer and leaves those in the City of Lapeer proud to have known him and to have served with him.

THEREFORE, LET IT BE KNOWN that the Lapeer City Commission wishes to honor and express deep appreciation to **Jeff Pattison** for his efforts and devotion to public service and wish him continued success.

Dated this 18th day of December 2023.

Established 1833

Debbie G. Marquardt

Debbie Marquardt, Mayor

Joshua Atwood

Joshua Atwood, Commissioner

Linda Glisman

Linda Glisman, Commissioner

Marlana Swindell

Marlana Swindell, Commissioner

Stefan Brady

Stefan Brady, Commissioner

Melissa S. Petrie

Melissa Petrie, Commissioner

Mike Womack

Mike Womack, City Manager

CITY OF LAPEER
Proclamation
In Recognition of Tony Stroh-Piechowski

WHEREAS, Tony Stroh-Piechowski was elected to the City Commission on November 5, 2019, and served the citizens of the City of Lapeer in that capacity until November 2023; and

WHEREAS, Tony, took an oath and gave conscientious, responsible, and professional service to the citizens of the City of Lapeer during his time on the City Commission; and

WHEREAS, Tony has devoted his time and effort in service to the Downtown Development Authority, Park Board, Friends of the Dog Park and has been dedicated to local community affairs and the development of projects during his tenure; and

WHEREAS, Tony is involved in many productions at Stones Throw Theater; he promotes civic activism and volunteerism; and

WHEREAS, Tony has given four years of service to the City of Lapeer and leaves those in the City of Lapeer proud to have known him and to have served with him.

THEREFORE, LET IT BE KNOWN that the Lapeer City Commission wishes to honor and express deep appreciation to **Tony Stroh-Piechowski** for his efforts and devotion to public service and wish him continued success.

Dated this 18th day of December 2023.

Established 1833

Debbie G. Marquardt

Debbie Marquardt, Mayor

Joshua Atwood

Joshua Atwood, Commissioner

Linda Glisman

Linda Glisman, Commissioner

Marlana Swindell

Marlana Swindell, Commissioner

Stefan Brady

Stefan Brady, Commissioner

Melissa A. Petrie

Melissa Petrie, Commissioner

Mike Womack

Mike Womack, City Manager



ITEM G-1

To: Mayor & Commissioners
From: Mike Womack, City Manager
Date: December 14, 2023
RE: IT Services

STAFF RECOMMENDATION

It is recommended that the City Commission approve a new IT Service vendor to perform the City of Lapeer's IT Management/Services with Vector Tech Group. This would be a three-year agreement, not to exceed more than a 5% per year increase for years two and three of the agreement. The annual base amount for the first year will be \$71,600.00 (includes service calls), plus a one-time initial Setup Fee of \$6,000.00.

CURRENT OR NEW INFORMATION

The City met with four IT service vendors (Vector Tech Group, K-Group, Dewpoint, and QCS). K-Group was not asked to give a proposal due to their location. The following were the quotes received:

- Current Contract with IT Right/VC3 = \$4,923.33/month + service calls
- Dewpoint = \$10,695/month + service calls
- K-Group – No quote given due to location (Grand Rapids)
- QCS = \$3,800/month + service calls (has only worked with one municipality)
- **Vector Tech Group = \$4,675/month + service calls**

After reviewing the quotes, the committee unanimously agreed that Vector Tech Group had the best experience and fit the best with the City staff to perform the IT needs for the City. If approved, the City will give VC3 their required 90-day notice to be released from the current contract.

The City and Vector have extensively negotiated the contract, the version in front of you that we are asking the CC to approve has not been given final approval by Vector yet, but the City hopes it is in a final approvable form.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

The City of Lapeer currently has a 5-year contract with VC3. When the City originally hired this organization it was under different ownership called IT Right. During the first two years of service, IT Rights' service was very acceptable. IT Right sold their company to VC3 and since VC3 has taken over IT Right and has become the City's IT Management team, the service has become unacceptable.

AGENDA ITEM REVIEW

Meeting Date:	December 18, 2023	Date Reviewed:	December 15, 2023
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			



We have prepared a quote for you

Managed Services

Quote # 025490
Version 1

Prepared for:

City of Lapeer

Prepared by:

Kevin Radde



Monday, November 27, 2023

City of Lapeer
Mike Womack
576 Liberty Park Lapeer,
MI 48446
mwomack@ci.lapeer.mi.us

Dear Mike,

Vector Tech Group is pleased to present this proposal for your company. We look forward to partnering with you to provide customizable technology solutions depending on the needs and expectations that are unique to your organization. In this proposal, we will present a brief overview of our solutions offerings.

Vector Tech Group is the leader in on-demand technology solutions. Since 1991, we have been offering customizable technology solutions to meet our clients' short-term and long-term needs. We provide our clients with the expertise, reliability, and flexibility that is required within your technology environment.

Thank you again for allowing Vector Tech Group the opportunity to be your technology partner. We hope you will find that our services, knowledge, and flexibility are just what you are looking for in a technology partner. If you have any questions, please do not hesitate to contact me.

Kevin Radde

Vector Tech Group
Initial Setup Fees

Qty	Description	Price	Ext. Price
1	VTG MSP Setup fee - Create internal customer portal - Install Sentinel One on all necessary devices - Install Connectwise automate on all necessary devices - Show each user how to contact and utilize the help desk	\$5,000.00	\$5,000.00
1	Vector IT Assessment - Mid-Market Vector IT Assessment - Mid-Market	\$1,000.00	\$1,000.00
Subtotal			\$6,000.00

VTG MSP Solutions

Qty	Description	Recurring	Ext. Recurring
4	VTG Managed Server What is included in VTG's Managed Services?	\$50.00	\$200.00
1	VTG Managed Firewall What is included in VTG's Managed Firewall Solution?	\$50.00	\$50.00
75	VTG Managed Workstation What is included in VTG's Managed Services?	\$35.00	\$2,625.00
20	VTG Managed Workstation (SIEM for PD Computers Only) What is included in VTG's Managed Services?	\$70.00	\$1,400.00
95	SentinelOne Control What is Sentinel One?	\$0.00	\$0.00
2	VCIO VCIO - Quarterly Meetings and Ongoing Planning	\$200.00	\$400.00
1	Terms of agreement This agreement is for 36 months and includes a 5% maximum annual base contract increase.	\$0.00	\$0.00
ecurring Subtotal			\$4,675.00

Annual Training

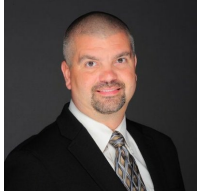
Qty	Description	Price	Ext. Price
1	Vector Security Awareness Training Vector Security Awareness Training -- Anti-phishing simulation -- Security training -- Employee security score reporting tool	\$1,000.00	\$1,000.00

Annual Training

Qty	Description	Price	Ext. Price
Subtotal			\$1,000.00



Managed Services



Prepared by:

Vector Tech Group

Kevin Radde

(989) 695-9661

Womack

mwomack@ci.lapeer.mi.us

Lapeer, MI 48446

Prepared for:

City of Lapeer

576 Liberty Park

Delivery Date: 11/27/2023 Fax (989) 455-4031 Mike

Expiration Date: 12/31/2023 kevinradde@vectortechgroup.com (810) 664-0833

Quote Information:

Quote #: 025490

Version: 1

Quote Summary

Description	Amount
Initial Setup Fees	\$6,000.00
Annual Training	\$1,000.00
Total:	\$7,000.00

Recurring Expenses Summary

Description	Amount
VTG MSP Solutions	\$4,675.00
Recurring Total:	\$4,675.00

By electronically signing you are agreeing to all aspects of this proposal agreement including the attached MSA, Scope of work, any and all terms and conditions, non-disclosures or any other attachments.

Taxes, shipping, handling, late fees and any other fees may apply. Vector reserves the right to cancel orders arising from pricing or other errors.

Vector Tech Group

Signature:

Name:

Kevin Radde

Title:

Date:

MSA

City of Lapeer

Signature:

Name:

Mike Womack

Date:

MASTER SERVICE AGREEMENT

This Master Service Agreement (“MSA”) has been made and entered into on this _____ 2023 (“Effective Date”) by and between SOLUTIONS PLUS (+) CONSULTING, INC. d/b/a VECTOR TECH GROUP (“VECTOR TECH GROUP”), and City of Lapeer (“CUSTOMER”), for the purpose of VECTOR TECH GROUP and/or its affiliates providing CUSTOMER services as set forth in one or more Scope(s) of Work, which shall be deemed incorporated by reference and made part of this MSA.

DEFINITIONS:

- (a) “Cloud Solutions Platform” means a platform that provides fully managed cloud services.
- (b) “Cyber Security Platform” means a platform that may include a range of cyber security solutions, including SIEM monitoring, threat assessment programs, network assessments, and PPII training.
- (c) “Hardware Service” means the provisioning of tools, machinery, and other equipment to CUSTOMER for technology solutions.
- (d) “Managed Service Platform” means a platform that provides endpoint and firewall protection, provides antivirus software, and/or actively manages remote client programs.
- (e) “Scope of Work” means the order prepared by VECTOR TECH GROUP defining the work to be done for, and platforms purchased by, CUSTOMER.
- (f) “Staffed Managed Service Platform” means a platform providing VECTOR TECH GROUP staff member(s) to CUSTOMER to facilitate the active maintenance of the Managed Service Platform.

AGREEMENT:

VECTOR TECH GROUP and CUSTOMER agree as follows:

1. **Provision of the Service.** VECTOR TECH GROUP will provide CUSTOMER with services as described in the Scope(s) of Work for the term of this MSA.
2. **Term and Renewal.** The term of this MSA shall commence as of the Effective Date and shall remain in effect for one year, unless earlier terminated in accordance with the provisions of this MSA (“Initial Term”). Following the Initial Term, this MSA shall automatically continue on the same terms on a month-to-month basis and at the then current month to month rates until and unless a party provides written notice of termination pursuant to this MSA (“Subsequent Term”). Nothing in this section shall prohibit VECTOR TECH GROUP and CUSTOMER from mutually agreeing in writing to a different Subsequent Term. Unless agreed in writing by the parties, this MSA governs the Initial Term and Subsequent Term.

3. **Payment.** All undisputed invoice amounts are due on a net 30-day basis. Nonpayment of any undisputed invoice constitutes a material breach of this MSA. CUSTOMER shall, within a reasonable time, notify VECTOR TECH GROUP of any disputes concerning invoicing and the parties shall work in good faith in an attempt to resolve the same.

4. **Termination; No Retention of Data.** Except in the case of a breach or default by VECTOR TECH GROUP of its obligations to CUSTOMER, CUSTOMER may not terminate this MSA during the Initial Term. CUSTOMER may terminate this MSA at the end of or following the Initial Term for any reason by providing VECTOR TECH GROUP 90 days' written notice. VECTOR TECH GROUP may terminate this MSA or any Scope of Work, in whole or in part, or suspend service at any time upon: (i) any failure of CUSTOMER to timely pay undisputed amounts due hereunder (ii) any breach by CUSTOMER of any provision of this MSA or any Scope of Work; (iii) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to CUSTOMER; or (iv) any governmental prohibition or required alteration of the service provided hereunder necessitating such termination. No such termination other than pursuant to subparagraph (iv) of this Section shall relieve CUSTOMER of its obligation to make payments pursuant to any Scope of Work including, without limitation, the obligation to make payments for undisputed charges accrued but unpaid as of the termination date.

Following termination or expiration of this MSA, VECTOR TECH GROUP shall make CUSTOMER's data available to CUSTOMER for a period of at least 90 days.

5. **Excusable Delay or Failure.** Neither party will be in default or otherwise liable for any outage, delay, or failure of its performance under this MSA or any Scope of Work to the extent such outage, delay, or failure arises by reason of act of God, the elements, adverse weather conditions, fire, flood, riots, strikes, accident, war, pandemic, local or national emergency, governmental requirement or any action of government in its sovereign capacity, act of civil or military authority, supplier action or inaction, inability to secure materials, labor or transportation, or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control and without the fault or negligence of the affected party. Any such delay or failure shall suspend the MSA or any Scope of Work until the delay or failure ceases, and, if practical, the period of the MSA or Scope of Work shall be deemed extended accordingly. If any failure of performance by VECTOR TECH GROUP is for more than 30 days, then CUSTOMER may terminate without liability (other than charges accrued but unpaid up to the termination date that are applicable to the terminated Scope(s) of Work) only that portion of any Scope of Work related services so affected, upon 10 days' prior written notice to VECTOR TECH GROUP following the failure of performance.

6. **LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE SET FORTH IN THIS MSA, VECTOR TECH GROUP MAKES NO WARRANTIES, REPRESENTATIONS OR OTHER AGREEMENTS, EXPRESS OR IMPLIED, TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO THE SERVICE OR EQUIPMENT SET FORTH IN ANY SCOPE OF WORK OR OTHERWISE PROVIDED BY VECTOR TECH GROUP TO CUSTOMER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

IN NO EVENT SHALL VECTOR TECH GROUP BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT OR ANY OTHER BUSINESS LOSS INCLUDING GOODWILL, LOSS OF USE OF ANY PROPERTY, COST OF SUBSTITUTE PERFORMANCE, EQUIPMENT OR SERVICES, DOWNTIME COSTS AND CLAIMS OF CUSTOMER'S CUSTOMERS.

FOR PURPOSES OF THIS SECTION, ALL REFERENCES TO VECTOR TECH GROUP SHALL INCLUDE ITS RESPECTIVE AFFILIATES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AND ASSIGNS.

7. **ASSUMPTION OF RISK.** IF, AT CUSTOMER'S REQUEST, VECTOR TECH GROUP PROVIDES CUSTOMER WITH PLATFORMS, EQUIPMENT, OR SERVICES NOT SPECIFICALLY OUTLINED IN A SCOPE OF WORK, THE PROVISIONING OF SUCH PLATFORMS, EQUIPMENT, OR SERVICES ARE SUBJECT TO ALL TERMS OF THIS MSA.

NEITHER VECTOR TECH GROUP NOR ANY OF ITS EMPLOYEES OR AGENTS ARE CERTIFIED BY ANY AGENCY OR COMPANY AUTHORIZED TO CERTIFY BUSINESSES OR INDIVIDUALS IN THE CYBERSECURITY INDUSTRY.

8. **Indemnification.** To the extent permitted by law, CUSTOMER shall defend, indemnify, and hold harmless VECTOR TECH GROUP, its officers, directors, employees, contractors, affiliates, and agents, from and against any and all liabilities, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action arising out of CUSTOMER'S willful misconduct, negligent act, omission, or other wrongful act.

9. **Equipment and Location.** CUSTOMER will not allow or cause any service, facility, or equipment of VECTOR TECH GROUP to be rearranged, moved, modified, repaired, or relocated without VECTOR TECH GROUP'S written consent. CUSTOMER will not create or allow any liens or other encumbrances to be placed on any such facilities or equipment of VECTOR TECH GROUP. If CUSTOMER relocates or changes the place of the service provided under any Scope of Work, CUSTOMER will pay all additional installation and related charges associated with such relocation. All VECTOR TECH GROUP equipment shall remain the exclusive property of VECTOR TECH GROUP and be immediately returned to VECTOR TECH GROUP upon termination of this MSA.

10. **Dispute Resolution; Time Limitation; Attorney Fees.** Any and all legal actions arising out of or related to this MSA or Scope of Work must be brought in a court of appropriate jurisdiction located in Lapeer County, Michigan. CUSTOMER agrees to submit to the jurisdiction of courts located in the State of Michigan regardless of CUSTOMER'S location. Any and all claims or causes of action arising out of or related to this MSA or Scope(s) of Work must be commenced by filing a complaint in the appropriate court within one year after the claim or cause of action accrues.

Except as provided herein, VECTOR TECH GROUP and CUSTOMER are responsible for their own costs and attorney fees incurred in relation to any dispute or claim. Provided, in the event of a dispute or claim between CUSTOMER and VECTOR TECH GROUP arising out of this Agreement or any Scope of Work, the prevailing party in such dispute or claim shall be responsible to pay the non-prevailing party's costs and fees, including, reasonable attorney fees.

11. **Modification.** This MSA may not be modified or amended except the express written consent of CUSTOMER and VECTOR TECH GROUP.

12. **Non-Solicitation.** VECTOR TECH GROUP and CUSTOMER agree that during the Initial Term, any Subsequent Term, and for a period of 12 months following termination of this MSA they shall not knowingly, for themselves or on behalf of any other party, directly or indirectly, contract, solicit, interfere with, disrupt or attempt to disrupt, or seek to obtain for their own benefit, or for the benefit of any other party, any relationship, arrangement or contract with each other's employees, agents, and contractors which is related or similar in nature to the Scope of Work. In addition, at no time during the Initial Term or Subsequent Term, and for a period of 12 months following termination of this MSA, shall VECTOR TECH GROUP or CUSTOMER knowingly directly or indirectly solicit or hire/engage or solicit for hire/engagement, whether for themselves or on behalf of any other party, any employee or contractor of the other party or any former employee or contractor whose employment or engagement with that party terminated during the 3 month period immediately preceding such solicitation and/or hire.

13. **Miscellaneous.**

13.1. **Governing Law.** This MSA and all Scopes of Work are deemed to be made in the State of Michigan and will be governed by the laws of the State of Michigan, without regard to choice of law provisions.

13.2. **Severability.** If a court determines that any term, covenant, condition, or provision of this MSA is illegal or the application thereof to any party to this MSA or in any circumstance shall to any extent be invalid or unenforceable, the remainder of this MSA, or the application of such term, condition, or provision to persons or in circumstances other than those with respect to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this MSA shall be valid and enforceable to the fullest extent permitted by law. Provided, CUSTOMER, shall have the right to terminate this MSA if any term, covenant, condition, or provision of this MSA is determined illegal or the application thereof to any party to this MSA or in any circumstance shall to any extent be invalid and as a result, in CUSTOMER's sole determination, a material purpose of this MSA or Scope of Work is frustrated.

13.3. **Waiver.** Failure of either party to enforce any of the provisions of or its rights under this MSA, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment of any rights.

13.4. **Third Party Beneficiaries.** The representations, covenants, obligations, rights, and agreements of the parties set forth in this MSA are not intended for, nor shall they be for the benefit of or enforceable by, any



third party or person not a party to this MSA including, without limitation, CUSTOMER'S end user and customers. Under this MSA, VECTOR TECH GROUP shall have no relationship with the end user and customers to which CUSTOMER may provide service. CUSTOMER further acknowledges and agrees that no fiduciary relationship arises under this MSA or any Scope of Work.

13.5. Notices. Any notice given or made pursuant to this MSA or any Scope of Work will be effective if in writing and delivered to the address set forth below or such other address as the parties may provide to one another by reputable overnight courier, by certified mail, return receipt requested, or by email.

If to VECTOR TECH GROUP

Attn:
Bill Loiacano, CEO
VECTOR TECH GROUP
9364 W. Freeland Road
Freeland, Michigan, 48623
Office: 989-695-9661
Fax: 989-695-6113
www.vectortechgroup.com

If to CUSTOMER:
Mike Womack
City Manager
576 Liberty Park
Lapeer, MI 48446
Phone: (810) 664-0833
Email: mwomack@ci.lapeer.mi.us

The parties have entered into this Agreement as of the day and year set forth above.

CUSTOMER
City of Lapeer

SOLUTIONS PLUS (+) CONSULTING, INC.
d/b/a VECTOR TECH GROUP

By: _____

Its: _____

By: _____

Its: _____



ITEM G-2

To: Mayor and City Commissioners
From: Mike Womack, City Manager
Date: December 13, 2023
RE: Ordinance Amendment to Chapter 15

STAFF RECOMMENDATION

To please introduce an ordinance amendment to Chapter 15 Elections, §15-1 Election Commission.

CURRENT OR NEW INFORMATION

With the passage of Proposal 2022-2, there are a significant number of changes to the way communities will conduct elections in the State of Michigan. Beginning with the Presidential Primary, which is scheduled for February 27, 2024, voters now have the option of voting in person at an early voting site for nine consecutive days beginning on the second Saturday before the election. Voters still have the option to vote by absentee ballot or at their polling location on election day.

Additionally, Act No. 88 Public Acts of 2023 increased precinct size. Prior to this act each voting precinct was to have no more than 2,999 registered voters per precinct; however, the number of registered voters has increased to 4,999 per precinct.

Precinct boundaries are governed under Michigan Election Law, MCL 168-654.66, and can only be approved by the local Election Commission. The City of Lapeer Election Commission met on November 27, 2023, and adopted Resolution #2023-01 Approving Changes in Boundaries for Voting Precincts, which approved the previous #1 and #2 Precincts to be combined to become the new Precinct #1, and the previous Precincts #3 and #4 to be combined to become the new Precinct #2.

Both polling locations will remain the same, Precinct #1 is at Trinity United Methodist Church, 1310 N. Main Street, and Precinct #2 is at Calvary Bible Church, 923 S Main Street.

Consolidation of these precincts will ultimately be a cost savings for the city. For example, we will not need as many election workers, there will be less equipment needed and less maintenance costs.

Currently, Chapter 15 Elections, Article I Precincts states "§ 15-1 Territory included in each precinct. Hereafter, there shall be four election Precincts in the City of Lapeer", and details the boundaries for the four precincts. Amending this ordinance provides the Election Commission the ability to make necessary changes to the boundaries as needed going forward, without having to amend the ordinance.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

The City of Lapeer has had four voting precincts since 1996.

AGENDA ITEM REVIEW

Meeting Date:	December 18, 2023	Date Reviewed:	December 14, 2023
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			

CITY OF LAPEER
LAPEER COUNTY, MICHIGAN

Ordinance #: 2023-06

An ordinance to amend City of Lapeer elections ordinance by amending § 15-1 Territory included in each precinct.

THE CITY OF LAPEER, LAPEER COUNTY, MICHIGAN ORDAINS:

ARTICLE I.

That Ordinance § 15-1 Territory included in each precinct is amended to read in its entirety as follows:

§ 15-1 Election Commission

The Election Commission shall consist of the City Clerk, the City Attorney, and the City Assessor. The Election Commission shall appoint the Board of Election Inspectors of each precinct and shall have charge of all activities and duties required of it by the City Charter, State law or other law or regulation relating to the conduct of elections in the City, including the setting of precinct boundaries.

ARTICLE II. SEVERABILITY

This ordinance and its various articles, paragraphs and clauses thereof are hereby declared to be severable. If any article, paragraph or clause is adjudged unconstitutional or invalid, the remainder of this amendatory ordinance shall not be affected thereby.

ARTICLE III. CONFLICT

All ordinances and provisions of ordinances of the City of Lapeer in conflict herewith are hereby repealed.

ARTICLE IV. ADOPTION

This amendatory ordinance shall be published as required by law and shall take effect after publication.

CERTIFICATION

The foregoing ordinance is hereby certified to be the authentic record of the ordinance which was duly adopted by the City Commission of the City of Lapeer on the [REDACTED] 2024, and published on the [REDACTED], 2024.

YEAS:

NAYS:

ABSENT:

STATE OF MICHIGAN)) SS
COUNTY OF LAPEER)

I, the undersigned, the fully qualified and acting Clerk of the City of Lapeer, Lapeer County, Michigan, do hereby certify that the foregoing is a true and complete Copy of an ordinance adopted at a regular meeting of the City Commission of the City of Lapeer, Michigan, held on the [REDACTED], 2024, the original of said meeting was given to and in compliance with Act 267, Public Acts of Michigan, 1976.

I further certify that on the [REDACTED], 2024, I caused a notice of such adoption to be published in the County Press, a newspaper circulated in the City of Lapeer, and that said Ordinance and the record of publication was duly recorded in the Municipal Code of the City of Lapeer and is available for public use and inspection at the offices of the City of Lapeer Clerk.

IN WITNESS WHEREOF, I have hereunto fixed my official signature on this [REDACTED], 2024.

Romana Sanchez, City Clerk
City of Lapeer

Chapter 15
ELECTIONS

ARTICLE I
Precincts

**§ 15-1. Territory included in each
precinct.**

**[HISTORY: Adopted by the City Commission of the City of Lapeer as indicated in article
histories. Amendments noted where applicable.]**

ARTICLE I

Precincts

[Adopted as Ch. 2, Sec. 2.01, of the 1978 General Ordinances; amended 2-28-1996]

§ 15-1. Territory included in each precinct.

Hereafter there shall be four election precincts in the City of Lapeer.

- A. Precinct Number One shall include all territory lying north of Genesee Street and west of Lincoln Street to end of City limits.
- B. Precinct Number Two shall include all territory lying east of Lincoln Street; north of Genesee Street; west of Fox Street extended from Genesee Street to Biddle Street; west of Biddle Street to Cedar Street; west of Cedar Street to Second Street; south to Second Street to Main Street; and west of Main Street to end of City limits.
- C. Precinct Number Three shall include all territory lying east of Main Street north of Second Street; and all territory east of Cedar Street extended to Biddle Street; east of Biddle Street to Fox Street; east of Fox Street to Genesee Street; north of Genesee Street to Saginaw Street; and east of Saginaw Street south of Genesee Street to end of City limits.
- D. Precinct Number Four shall include all territory lying south of Genesee Street and west of Saginaw Street to end of City limits.

To: Mike Womack, City Manager; City Commissioners & City Attorney
From: Denise Soldenski, Director of Housing & Neighborhood Development
Date: December 18, 2023
RE: Request motion to approve Resolution for the MSHDA 2024 HCV Administration amended contract extension

STAFF RECOMMENDATION

The Housing Improvement Department (HID) recommends the City Commission approve a resolution allowing the Director of Housing to sign on behalf of the City of Lapeer, the Michigan State Housing Development Authority (MSHDA) Housing Choice Voucher (HCV) Administration amended contract extension for the 2024 calendar year.

The 2024 MSHDA HCV contract extension is for administration of the rental subsidy program for the existing counties of Lapeer, Tuscola, and Huron as well as the 35 Veterans Administration Supportive Housing (VASH) vouchers.

Under a separate memo, and in conjunction with the MSHDA HCV 2024 contract extension, approval for updated Housing independent contractor staff contracts is also being requested for calendar year 2024.

CURRENT OR NEW INFORMATION

Attached is the 2024 MSHDA HCV Administration amended contract extension and corresponding Resolution.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

The Housing Improvement Department (HID) has been a contracted Housing Agency (HA) for MSHDA since 2003 for the HCV rental subsidy program. The HID has successfully administered the 1/1/2022 – 12/31/2023 contract for HCV with high performance and MSHDA has opted to extend this contract for 1/1/2024 – 12/31/2024. The City's administrative fee for the program remains at \$30 per voucher under contract at the first of each month.

As of Dec. 1st, 2023, the maximum number of voucher increments allocated to the City of Lapeer is 556 - broken down into the following segments:

Voucher Increment Description	# Vouchers
Bad Axe Veterans Affairs Supportive Housing (VASH)	35
Balance of State	7
Moving Up	3
Huron County	47
Emergency Housing Vouchers	2
Lapeer County	342
Project Based Vouchers at Drakeshire	7
Emergency Housing Vouchers	17

Tuscola County	88
Project Based Vouchers at Grandview	5
Emergency Housing Vouchers	3
Total City of Lapeer Allocation	556

Per the MSHDA HCV contract, the HID provides for a meeting place in each county when necessary, and a minimum of 20 hours/week of “walk-in” availability at the Lapeer Housing Improvement Department office located in Riverview Towers. MSHDA requires this physical presence so that applicants and participants of the HCV rental subsidy program will have affordable access to necessary information. The HID works closely with the HARA (Housing Assessment and Resource Agency) in the Thumb area, the Human Development Commission, to ensure that the waitlists in each county contain an adequate number of applicants. The HID also works with other local agencies and the Thumb Planning Body (formerly Continuum of Care) to establish open communication and collaboration. There are currently 16 Housing Agents across the state that are contracted by MSHDA to administer the Housing Choice Voucher rental subsidy program.

It is the HID’s intent to secure the existing caseload to continue being a necessary Housing Agency for MSHDA while maintaining satisfactory performance. The goal is to provide safe, decent and affordable housing for low income and homeless families in a respectful manner, as well as responsibly administer a program that will be financially meaningful for the City of Lapeer.

AGENDA ITEM REVIEW

Meeting Date:	December 18, 2023	Date Reviewed:	December 13, 2023
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			

RESOLUTION# 2023-32

RESOLUTION TO APPROVE
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY (MSHDA)
DIVISION OF RENTAL ASSISTANCE AND HOMELESS SOLUTIONS
HOUSING CHOICE VOUCHER PROGRAM
AMENDMENT/EXTENSION FOR HOUSING CHOICE VOUCHER ADMINISTRATION 2024

At a regular meeting of the Lapeer City Commission of the City of Lapeer, County of Lapeer, Michigan, held in said City on the 18th day of December 2023 there were:

PRESENT:

ABSENT:

MOVED BY:

SECONDED BY:

WHEREAS, the City of Lapeer is interested in continuing to contract with the Michigan State Housing Development Authority (MSHDA) to administer Housing Choice Vouchers (HCV) for Lapeer, Tuscola and Huron Counties and Bad Axe Veteran's Administration Supportive Housing (VASH) Vouchers for the 2024 amended contract term in its continuing effort to improve the housing stock and provide affordable housing opportunities for the region's low and very low income HCV applicants/participants; and

WHEREAS, the Lapeer City Commission accepts the recommendation of the City of Lapeer Housing Improvement Department to accept the 2024 amended contract extension for administration of Housing Choice Vouchers for Lapeer, Tuscola and Huron Counties and Bad Axe VASH; and

WHEREAS, the Michigan State Housing Development Authority requires a resolution authorizing the extension of the aforementioned contract; and

WHEREAS, said City Commission authorizes the Director of Housing and Neighborhood Development to sign the related MSHDA 2024 HCV Administration amended contract extension; and

THEREFORE, BE IT RESOLVED that the Lapeer City Commission authorizes the City of Lapeer Housing Improvement Department to extend an amended contract with the Michigan State Housing Development Authority's (MSHDA) Rental Assistance and Homeless Solutions Division to administer the 2024 Housing Choice Voucher program for Lapeer, Tuscola and Huron Counties and Bad Axe VASH, and authorizes the Director of Housing and Neighborhood Development to sign related MSHDA 2024 contractual documents on behalf of the City of Lapeer.

AYES:

NAYES:

ABSTAIN:

ABSENT:

MOTION CARRIED AND RESOLUTION ADOPTED.

CERTIFICATION:

I, Romona Sanchez, being the duly appointed and qualified Clerk of the City of Lapeer, Lapeer, County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of the Resolution adopted by the City of Lapeer Commission at a regular meeting held on December 18, 2023.

Romona Sanchez
City Clerk, City of Lapeer

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES WITH
CITY OF LAPEER

THIS REVISED AND AMENDED AGREEMENT is made and entered into as of **January 1, 2024**, by and between the **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**, a public body corporate and politic ("**Authority**") and **CITY OF LAPEER**, a Michigan municipal corporation ("**Contractor**") to successfully administer the federal Housing Choice Voucher ("HCV") program awarded by the U.S. Department of Housing and Urban Development ("HUD"). (The Authority and the Contractor are collectively referred to as the "Parties").

WITNESSETH THAT:

The Authority and the Contractor do mutually agree as follows:

1. **Services Rendered/Scope of Work.** The Contractor shall, in a satisfactory and proper manner as determined by the Authority, render the services described in Exhibit A – *Reserved* ("Exhibit A") and Exhibit B – *HCV Agent* ("Exhibit B"), which are attached and made a part of this Agreement.
2. **Term.** TIME IS OF THE ESSENCE to this Agreement in connection with the delivery of the products or services or both ("Products and Services") described in the *Scopes of Work* attached and incorporated into this Agreement as Exhibit A and Exhibit B. The performance of Products and Services shall begin on or after the execution of this Agreement by the Authority and shall be completed no later than **December 31, 2024**.

3. **Contract. Price and Payment.**
 - a. The Authority will pay the Contractor as defined in Exhibit C – *Payment to Contractor* (“Exhibit C”) attached and incorporated into this Agreement.
 - b. Final payment shall be made upon the satisfactory completion and submission of all required work and documents as specified in Exhibit A, Exhibit B, and Exhibit D – *Performance Measures and Incentive Pay* (“Exhibit D”) attached and incorporated into this Agreement.
 - c. WORK PERFORMED OR PROVIDED PRIOR TO THE TERMS OF THIS AGREEMENT SHALL NOT BE ELIGIBLE FOR PAYMENT UNDER THIS AGREEMENT.
4. **Permits and Licenses.** The Contractor shall be responsible for obtaining any and all permits, licenses, and other proper authorization or permission-related documents required for the performance of this Agreement.
5. **Insurance.** The Contractor shall maintain professional liability or self-insurance sufficient in the amount to provide coverage for any errors or omissions arising out of the performance of this Agreement. If, during the term of this Agreement, changed conditions should, in the judgment of the Authority, render inadequate the Contractor’s current insurance or self-insurance limits, the Contractor will furnish to the Authority proof of additional insurance or self-insurance as may be required. All insurance or self-insurance required under this Agreement shall be acquired at the Contractor’s expense, under valid and enforceable policies, issued by insurers of recognized responsibility. The Authority reserves the right to reject as unacceptable any insurer.
6. **Record Keeping.** The Contractor and the Authority shall maintain such personnel records as are deemed necessary by the Authority to assure a proper account for all engagement costs. These records will be made available for audit purposes to the Authority and the Auditor General of the State of Michigan, or any authorized representative, and will be retained for seven years after the expiration of the Agreement unless permission to destroy them is granted by both the Authority and the State of Michigan.

If, at any time before the expiration of the records retention period of this Agreement, it is determined that the terms of this Agreement were not complied with or a claimed cost is

disallowed following an audit, the Contractor shall immediately repay the funds at issue to the Authority. If an audit identifies any questioned costs in connection with the project, the Contractor shall forward to the Authority copies of schedules of findings and questioned costs, accompanied by a check made payable to the Authority in an amount equal to the funds which the Contractor received pursuant to this Agreement that are deemed a disallowed reimbursement through the audit including any fees or costs assessed by HUD or any other Federal or State financing agency.

7. **Nondiscrimination.** In accordance with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, the Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of this Agreement.
8. **Failure to Perform.** In the event the Contractor fails to perform Products and Services required under this Agreement or performs Products and Services in an improper manner, the Parties agree that the damage that the Authority will sustain as a result thereof will be substantial and difficult, if not impossible, to ascertain. Therefore, the Parties agree that in the event the Contractor either fails to completely perform Products and Services or performs Products and Services in an improper manner, the Authority shall be entitled to a credit against the Contractor's current unpaid billings for amounts previously paid to the Contractor after the Contractor's non-performance or improper performance. For the purposes of the foregoing, the Parties agree that the Authority shall have sole discretion in determining the adequacy of the Contractor's performance and the amount of credit to be taken. The damages for the Contractor's inadequate or improper performance, as provided in this Agreement, shall not be exclusive but shall be in addition to any other damages which the Authority may be entitled to for the Contractor's default under this Agreement.
9. **Assigned Personnel.** The Contractor warrants that the personnel it will assign to perform

the Products and Services under this Agreement shall possess the requisite education, competence and experience. The Contractor further acknowledges and agrees that such personnel may be subject to the evaluation and approval of the Authority, who shall retain the right to determine the sufficiency of the education, competence and experience of the personnel assigned to perform the Products and Services identified in Exhibit A and Exhibit B attached and incorporated into this Agreement.

10. **Project Representatives.** The Contractor designates the following individual as project representative for all matters concerning this Agreement:

Denise Soldenski
Director of Housing & Neighborhood Development
544 N Saginaw, #109
Lapeer, Michigan 48446
Phone: 810-245-4221
Email: dsoldenski@ci.lapeer.mi.us

The Authority designates the following individual as **Contract Administrator**/project representative to be the initial point of contact for all matters concerning this Agreement:

Dace Koenigsknecht
Authority Buyer
735 East Michigan Avenue
Lansing, MI 48912
Email: KoenigsknechtD1@michigan.gov

Except for changes to the performance schedule (not including the project's completion date), the designated project representatives shall have no authority to make promises or binding obligations on behalf of the Authority, as such authority rests with the duly authorized persons executing this Agreement.

11. **Employees of Contractor or Key Persons.**

- a. Definition of Key Persons. **"Key Persons"** shall be defined in this Agreement as adult individuals, age 18 and older, performing the Products and Services pursuant to this Agreement, and
- (a) have signed this Agreement on behalf of the Contractor and/or (b) are listed in Exhibit F – *Key Persons* ("Exhibit F") attached and incorporated into this Agreement. Key Persons include the names of all employees, agents and independent contractors of the Contractor who perform or render Products and Services pursuant to this Agreement.

If approved by the authority, the Contractor may employ a Key Person under the age of 18 in a limited capacity. A key person who is not 18 years of age or older, will not be granted access to any systems required to provide services under this contract.

- b. Performance of Products and Services. The Contractor acknowledges that only Key Persons shall perform the Products and Services under this Agreement.
- c. Exhibit F - Key Persons. If the Contractor (or Subcontractor) wishes to add an agent, employee, or independent contractor as Key Persons during the term of this Agreement, the Contractor shall complete and submit to the Authority an additional or revised Certificate Verifying Project Personnel of the Contractor / Subcontractor ("Certificate"), attached to this Agreement as Exhibit F, for that employee, agent, or independent contractor.
- d. 2007 PA 95, MCL 38.68c. The Contractor and its employees, agents, and independent contractors acknowledge 2007 PA 95, MCL 38.68c, as amended, requires retirees of the State Employees Retirement System (i.e., former state employees who have pensions with the State of Michigan) ("Pensioned Retirees") who become employed by the State, either directly or indirectly through a contractual arrangement with another party, on or after October 1, 2007, to forfeit their state pension for the duration of their reemployment. Effective October 2, 2010, "employed by the state" includes engagements of pensioned retirees as independent contractors.

Pensioned retirees who provide or render Products and Services under this Agreement as Key Persons must forfeit their pensions during the term of this Agreement if the pensioned retiree (a) is employed by the State, (b) is employed by the Contractor, (c) is a holder of an ownership interest in the Contractor, (d) is a subcontractor of the Contractor, or (e) is an employee of a subcontractor.

The Contractor acknowledges and agrees to secure the Authority's prior written consent before retaining, employing or subcontracting with a pensioned retiree to perform Products and Services under this Agreement. Retaining, employing or subcontracting with a pensioned retiree to perform Products and Services under this Agreement without the Authority's prior written consent shall be (a) a material breach of this Agreement and (b) grounds for the Authority to terminate this Agreement and provide notice to the Office of Retirement Services that the retiree has received pension payments and payments directly or indirectly through this Agreement.

If the Contractor employs or retains a pensioned retiree as Key Persons or subcontracts with a pensioned retiree, the Contractor must submit a copy of the pensioned retiree's directions to the Office of Retirement Services ("ORS") to withhold the retiree's pension payments during the term of this Agreement. Find more information on the ORS website: <http://michigan.gov/ORS>.

The Contractor and the pensioned retirees it employs acknowledge and agree that neither the State, nor the Authority, nor its employees, directors, agents nor board shall be liable to the Contractor or pensioned retiree for the forfeiture of the retiree's pension payments during or after the term of this Agreement. The Contractor and pensioned retiree acknowledge that the Authority has no responsibility to confirm whether the ORS has or will forfeit the retiree's pension.

12. **Conflicts of Interest.** The Contractor acknowledges that its employees, members, shareholders, agents, or independent contractors, or subcontractors and their employees, members, shareholders and agents, prior to or during the term of this Agreement are not employees of the State of Michigan or its units. Prior to the execution of this Agreement, the Contractor acknowledges and confirms that it has delivered to the Authority a written list of all interests of the Contractor, or its officers and employees, which may create conflicts between the interests of those entities or parties and the interests of the Authority. Should a constructive or actual conflict of interest arise during the term of this Agreement, the Contractor shall contact the Authority's Director of Legal Affairs immediately and describe in detail the conflict of interest.
13. **Prohibited Methods and Procedures.** The Contractor and its agents, subcontractors, employees, and representatives, in the course of the performance of Products and Services under this Agreement, shall not specify, recommend, use, or permit the use of any system, method, plan, design, process, procedure, patent, or copyright which, if used, infringes upon a proprietary interest or necessitates the payment of any royalty, fee, or commission. The Contractor shall not use or permit the solicitation for or securing of any agreement or employment in connection with this Agreement upon an agreement or arrangement for payment, either directly or indirectly, of a commission, percentage,

brokerage, or contingent fee.

If Federal funds are used to pay the Contractor under this Agreement, no part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. 18 U.S.C. § 1913 (2002).

14. **Participation in Other Authority Programs.** With the exception of providing Products and Services to the Authority as described in Exhibit A and Exhibit B of this Agreement, neither the Contractor nor the Contractor's employees, agents, officers, directors, shareholders, members or subcontractors will participate in Authority housing programs or do business with the Authority under any program in which the Authority has a direct or indirect relationship without securing approval from the Authority's Director of Legal Affairs and the Authority's Director of Rental Assistance and Homeless Solutions.
15. **Indemnity and Non-Limitation. Mich. Const. art. IX, § 18.** The Contractor agrees to defend, indemnify and hold harmless the Authority from any claims, damages or expenses, including reasonable attorneys' fees, arising or alleged to arise in whole or in part from damage or injury caused by or resulting from any action or inaction of the Contractor, its agents or employees, or sustained in connection with the violation of any law, statute, ordinance or regulation by the Contractor, its agents or employees, or sustained in connection with the performance of this Agreement by the Contractor, its agents or employees, or sustained as a result of any breach of this Agreement by Contractor.

In any and all claims against the Authority or any of its officers, agents, or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed

by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation in the amount or type of damages, compensation, or benefits payable by or for the Contractor or by or for any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts..

16. **Nonassignability and Delegation.**

- a. The Contractor shall not assign or otherwise transfer any interest in this Agreement or in the project in any manner not provided for in this Agreement.
- b. The Contractor shall not delegate any duties or obligations under this Agreement to a subcontractor or independent contractor unless the Authority's Contract Administrator, Director of Legal Affairs, and Director of Rental Assistance and Homeless Solutions have given written consent to the delegation. When submitting the request to subcontract, the Contractor shall include the following information about the subcontractor:
 - i. Name of Subcontracting Firm;
 - ii. Work that will be subcontracted;
 - iii. Names of individuals who will perform the subcontracted work;
 - iv. Subcontractors project representative and/or Project Person; and
 - v. List any and all Authority programs through which the subcontractor or the subcontractor's employees, officers, directors, members, shareholders or officeholders participate.
- c. In the event the Contractor retains a subcontractor in accordance with Section 16b above, the Contractor shall insert into each subcontract executed in connection with this Agreement appropriate and enforceable provisions requiring compliance with this Agreement by the subcontractor and the persons acting for it. Throughout the performance of any subcontracts, the Contractor shall monitor and verify the compliance of all subcontractors and persons acting for them and shall immediately take any affirmative or remedial measures prescribed by the Authority or otherwise deemed necessary in the opinion of the Contractor for enforcing compliance under such subcontracts.
- d. **Delegation of duties or obligations under this Agreement to a subcontractor or independent contractor without the prior written consent of the Authority's Contract Administrator, Director of Legal Affairs, and the Director of Rental Assistance and Homeless Solutions shall be a material**

breach of this Agreement. In the event a subcontractor is approved by the Authority's Contract Administrator, Director of Legal Affairs, and the Director of Rental Assistance and Homeless Solutions, the Key Persons for the subcontractor shall be subject to the requirements set forth in Section 11 (Employees of Contractor or Key Persons) of this Agreement, including, but not limited to, the restrictions on pension payments if a pensioned retiree is a Project Person of the subcontractor or an independent contractor retained by the Contractor.

17. **Suspension and Debarment.** Pursuant to 1980 PA 278; MCL 423.322 *et seq.*, the Contractor, in performing this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name has been listed in the register maintained by the State of Michigan, Department of Licensing and Regulatory Affairs, of employees who have been found in contempt of court by a federal court of appeals, on not less than three occasions involving different violations during the preceding seven years, for failing to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C § 158.

The Authority may void this Agreement if the name of the Contractor or the name of a subcontractor, manufacturer, or supplier used by the Contractor in performing this Agreement subsequently appears in the register during the period of this Agreement.

The Contractor certifies, by signing this Agreement, that it possesses business integrity and that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in grants or contracts by any federal, state, or local department or agency.

The suspension of the Contractor by the State of Michigan, an agency of the State, or a department of the Federal Government, shall be at the option of the Authority, a material breach and grounds for the immediate termination of this Agreement.

18. **Independence of Contractors.** The Authority shall retain the Contractor as an independent contractor, and the Contractor hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. Nothing in this Agreement shall be construed to create the relationship of employer and employee between the Authority and the Contractor or any of its employees or agents. **The**

Contractor, its employees and subcontractors, shall be deemed at all times and for all purposes to be independent contractors. The Contractor acknowledges and agrees that all payments by the Authority to the Contractor shall be made without deduction for federal, state or local income taxes, social security taxes and similar items, and that the Contractor shall be solely responsible to report income under this Agreement to the Internal Revenue Service and other appropriate taxing authorities and to pay such taxes (including, without limitation, being solely responsible to make periodic estimated payments of such taxes in accordance with applicable law). The Contractor further acknowledges and agrees that all payments under this Agreement to the Contractor by the Authority shall be reported to the Internal Revenue Service and other appropriate taxing authorities on Form 1099 (or equivalent or replacement forms). Finally, the Authority acknowledges that the manner and means of producing the Products and Services described in Exhibit A and Exhibit B are under the control and at the discretion of the Contractor.

19. **Ownership of Documents, Reports and Other Products.** All documents, reports and any other products developed and/or delivered to the Authority under this Agreement shall become and be the property of the Authority.
20. **Disclosure of Information.** Other than as contemplated by this Agreement, the Contractor, its agents, and subcontractors, without the prior consent of the Authority shall not:
 - a. disclose information or documents created or maintained in connection with this Agreement to anyone;
 - b. use information or documents created or maintained in connection with this Agreement to further any private interest.

Use or disclosure of documents or information without the prior written consent of an authorized officer of the Authority shall be a material breach of this Agreement.

21. **Modifications.** The Authority or the Contractor may request modification of the scope of work, products, budget, or project work schedule to be performed by the Contractor. Modifications shall comport with the intent and purpose of this Agreement and shall be consistent with applicable state and federal regulations, limitations, guidelines, policies, and

interpretations prescribed by the Authority pursuant to law. All requests for modification shall be submitted in written form by the duly authorized representative, as specified in Section 10, of the party requesting modification prior to modification implementation. Failure to obtain prior approval will result in the disallowance of expenditures.

No verbal representation, understanding, agreement, or interpretation of any officer, agent, employee of the Authority or Contractor, either before or after execution of this Agreement, shall modify any of the terms of this Agreement, unless such representation, understanding, agreement, or interpretation is expressly stated in this Agreement or an amendment to this Agreement executed by both parties.

22. **Termination of Agreement.** Termination is the cancellation of this Agreement, in whole or in part, at any time prior to the date of completion.
- a. Termination for cause. The Authority may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the terms and conditions of this Agreement. The Authority will promptly notify the Contractor in writing of the termination and the reasons for the termination, together with the effective date. Payments made to the Contractor or recoveries by the Authority under this Agreement when it is terminated for cause will be in accordance with the legal rights and liabilities of the parties.
 - b. Termination for convenience. The Authority or the Contractor may terminate this Agreement in whole or in part when the Parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The Parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. An amendment of the terms of this Agreement is required for all terminations for convenience.
 - c. Termination by Contractor. At any time prior to the first payment on the Agreement, the Contractor may, with written notification to the Authority, unilaterally cancel this Agreement. Once initiated, no Product or Services financed with Authority assistance shall be terminated by the Contractor prior to satisfactory completion without approval of the Authority. After the first payment, the Product or Services may be terminated, modified, or amended by the Contractor only by mutual

agreement of the Parties. Termination requests prior to completion of the Product or Services must fully explain the reasons for the action and detail the proposed disposition of the uncompleted Product or Services.

- d. Termination of Agreement for Unavailability of Authority or Federal Funds. It is the intent and understanding of the Parties that this Agreement is contingent upon the availability of Authority or Federal funds or the receipt by the Authority of Federal funds. If Authority funds or Federal funds approved or obligated by the Authority in connection with this Agreement are at any time rendered unavailable, the Authority shall then have the right to terminate this Agreement by the giving of a written notice, the basis, and the effective date of the termination to the Contractor. Should this Agreement be terminated by reason of the unavailability of Authority or Federal funds for the purposes of this Agreement, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Contractor under this Agreement prior to the effective date of the termination shall be delivered in a format specified by the Authority.

In the event of termination under this section for lack of Authority or Federal funds, the Contractor shall be entitled to receive payment for Products and Services incurred under this Agreement prior to the effective date of termination.

- e. Commitments. If this Agreement is terminated, the Contractor will not incur new obligations for the terminated portion after the effective termination date. The Contractor will at its own expense cancel any outstanding obligations. Costs incurred after the effective date of the termination will be disallowed. In the event of termination, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Contractor under this Agreement prior to the effective date of termination shall become the property of the Authority. The Contractor will provide all finished and unfinished material as previously described within 30 days of terminating. However, the Contractor will be entitled to retain copies. The Contractor, in the event of termination under this provision, is entitled to receive reimbursement for Products and Services satisfactorily performed under this Agreement prior to the effective date of such termination. Notwithstanding the foregoing, the Contractor shall not be relieved of its liability to the Authority for the damages sustained by the Authority as the result of any breach of this Agreement until the Authority so releases the Contractor and has determined for the purpose of set-off the exact amount of damages due the Authority.

- f. End of the Agreement. If the Authority offers the Contractor a new or amended contract and the Contractor chooses not to enter into the new or amended contract, the Contractor must notify the Authority in writing no less than one hundred and twenty (120) days before the expiration of the current contract. If the Contractor provides less than a 120-day written notice to the Authority, the Parties agree to execute an amendment to the terms of this Agreement that requires the Contractor to provide services for a period of time specified by the Authority or until a replacement Contractor enters into a contract with the Authority to serve the geographical region, whichever occurs sooner.
23. **Severability of Provisions.** It is declared to be the intent of the parties that if any provision of this Agreement executed by both parties or its application to any persons or circumstances is adjudged by any court of competent jurisdiction to be invalid, the court's judgment shall not affect or invalidate the remainder of this Agreement nor its application to other persons or circumstances, unless so provided by the court or unless the severance of the invalid provision alters the basic intent or purpose of this Agreement, would cause an increase of the Authority's financial obligation, or renders impossible the compliance with any applicable statute, regulation, limitation, guideline, policy.
24. **Michigan Law.** This Agreement shall be governed by the laws of the State of Michigan and shall be binding upon the Contractor's successors, assigns, and legal representatives. All records pertinent to this Agreement are subject to public disclosure under the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.* The Contractor shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.

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IN WITNESS WHEREOF the Authority and the Contractor have executed this Agreement as of the date first above written.

CITY OF LAPEER

By: _____

Denise Soldenski
Director of Housing & Neighborhood Development

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

By: _____

Gary Heidel
Chief of Staff

CONTRACT NO. 21-12-HCV

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

CITY OF LAPEER

EXHIBIT A

SCOPE OF WORK

RESERVED

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

CITY OF LAPEER

EXHIBIT B

SCOPE OF WORK – HCV AGENT

I. Overview

2024 Housing Choice Voucher Service and Administration

The Contractor will provide Housing Choice Voucher (“HCV”) administration services to the HCV Applicants and Participants, Landlords, Authority staff and Community Service Providers. Services shall be provided according to the guidelines of the Department of Housing and Urban Development (“HUD”), the Authority’s Standard Operating Procedures (“SOP”), as amended, as well as the Administrative and Public Housing Authority Plans.

The Contractor will provide services to meet the comprehensive needs of HCV Applicants and Participants as set forth in: (a) this Scope of Work, (b) Exhibit C - *Payment to Contractor*, and (c) Exhibit D - *Performance Measures and Incentive Pay*, attached and incorporated into this Agreement.

Changes to Scope of Work Required by HUD or the Authority

The Contractor acknowledges that new, revised, or amended policies, mandates, procedures, requirements or programs imposed by HUD or adopted by the Authority may require the revision or amendment of the services described in this Agreement. Such changes shall be deemed to be within the Scope of Work and shall not result in an increase in fees if the Authority reasonably determines that changes to the Scope of Work are required by HUD or arise from programs or initiatives adopted by the Authority.

II. Service Requirements

A. Objectives. The Contractor must perform services as detailed in this Agreement while ensuring quality customer service. Specifically, the Contractor must satisfy the following objectives:

1. Provide quality and necessary services to the HCV Applicants and Participants and other Community Partners including, but not limited to, Authority staff, Landlords, Continuums of Care (“COCs”), and Service Providers.

2. Provide those above-mentioned Services at a high performing level based on Exhibit D, Performance Measures and Incentive Pay attached and incorporated into this Agreement.

B. Tasks & Activities. To achieve the objectives, the Contractor shall perform the following activities:

The Contractor shall perform all tasks and services as indicated in the Authority's SOP for the Division of Rental Assistance and Homeless Solutions located at the Program Portal found at:

https://stateofmichigan.sharepoint.com/teams/MSHDA/RAHS_HCV_01/SitePages/Home.aspx

Login and password to be provided by Authority staff at the time of contract execution.

1. **Office Requirements and Required Hours.** The Contractor must maintain a business office open to the public in one of the two counties with the largest number of vouchers allocated to the Contractor within a Prosperity Region. The business office must be open to the public and the contractor must answer incoming calls during this timeframe, with minimal phone calls going to voicemail. for a minimum of 20 hours per week during normal business hours to address walk-ins and scheduled appointments.

The business office must be open to receive and return phone calls 40 hours per week during normal business hours. The Contractor must be available to Authority staff by cell phone or direct phone line a minimum of four (4) hours per day Monday through Friday for Authority use only. No later than January 1, 2024, the Contractor must provide Authority staff with the weekly schedule that the Contractor will hold open office hours and answer incoming phone calls live as prescribed above, as well as an email address that is available to the public. The Authority will make weekly office and phone schedules publicly available on its website.

Proposed business office locations, and any subsequent office location changes, are to be submitted for Authority review and approval. The Authority reserves the right to approve business office locations and public meeting spaces. The Authority will consider exceptions to the business office location requirements based on the following criteria:

- a. Contractor has a current office within the Prosperity Region and is bound by a long-term lease; or
- b. The county the Contractor is requesting for its office location has a voucher allocation that is close in number to the counties with its two largest voucher allocations; or
- c. If the Contractor has one or two counties in an adjacent Prosperity Region, an additional office may not be required; or
- d. Other circumstances as approved by the Authority.

e. A business office is defined as:

- i. an office open to the public for a minimum of 20 business hours per week in which the Contractor and/or Contractor's staff is readily accessible by phone and to walk-in traffic;
- ii. staffed by personnel knowledgeable of the HCV Program;
- iii. includes a private meeting space;
- iv. complies with all applicable American with Disabilities Act requirements, including but not limited to those identified in PIH Notice 2003-31;
- v. complies with all applicable federal, state and local requirements by authorities with jurisdiction; and
- vi. Residential business offices must meet all of the above criteria as well as contain an office entrance separate from the private residence and meet all local home business zoning requirements. A local zoning official must verify in writing that the office meets home business zoning requirements.

f. The original participant files must be housed in one or more of the Contractor's business offices.

- i. All original participant files must be stored in fireproof cabinets (Underwriters Laboratories - UL rated file cabinets) and/or the Contractor must have a fire suppression system in place; Selected office must be compliant with requirements outlined in Exhibit E;
- ii. Contractors operating in multiple Prosperity Regions may designate one central business office to maintain all original participant files; and
- iii. Business offices not containing files must be staffed with personnel knowledgeable about the HCV Program and have technology suitable to access the tenant file at the central office.

g. The Contractor is required to arrange public meeting space in all counties in which vouchers are awarded and no business office is maintained. Appropriate public meeting spaces could include, but are not limited to: libraries, DHS office, or Michigan Works offices.

- i. The public meeting location must be available to meet applicants, participants, landlords and Authority staff by appointment in a timely manner and must include a private meeting space.
- ii. The Contractor must submit the location, to include physical address, for each public meeting space by March 1, 2024 for the Authority's review and approval and promptly notify the Authority of any subsequent changes.

h. The Authority and the Contractor will acknowledge that the establishment, confirmation, and approval of office hours are required to address HUD's concerns that those administering the Program shall be accessible to Applicants, Participants, Landlords, and Authority Staff. The Authority reserves the right to approve business office locations and public meeting spaces.

2. Customer Service. The Contractor and Contractor's staff are required to maintain a professional customer service relationship with all partners by establishing policies

and procedures to meet the following requirements:

- i. Treat in a professional manner all applicants, participants, partnering agencies, landlords, and Authority staff with dignity and respect at all times. Contractor and Contractor's staff must not intimidate, threaten, harass or abuse their authority in any way.
 - ii. Maintain office hours as required in this Scope of Work.
 - iii. Ensure all applicants/participants, landlords, and partners are provided information regarding office hours. Agency name and office hours must be posted and clearly visible at the physical location.
 - iv. Be available outside of standard business hours to accommodate appointments and other special requests.
 - v. Assist participants with disabilities in meeting the requirements to participate or continue participation on the program.
 - vi. Monitor and prioritize calls and emails daily and respond within two business days. Emergency situations must be dealt with on a case-by-case basis, generally within twenty-four hours of notification.
3. The following activities and tasks shall be provided to HCV Applicants and Participants and other partners in accordance with the SOP, as well as the Administrative and Public Housing Authority Plans. Activities and tasks include but are not limited to:
 - a. Maintaining Project Based Waiting Lists (if the Region selected for administers Project Based Developments).
 - b. Verifying eligibility of Waiting List Applicants. When the Applicant's name is selected from the Waiting List, the Contractor shall determine HCV program eligibility.
 - c. Briefing Applicants and issuing Vouchers by following HCV guidelines. This includes:
 - i. Explaining the HCV program and its benefits to HCV Applicants;
 - ii. Having the proper paperwork required for Applicants to complete;
 - iii. Answering any questions from Applicants; and
 - iv. Issuing Vouchers to begin the leasing process.
 - d. Executing a Housing Assistance Payment ("HAP") Contract between the Authority and Landlord by following the HCV program guidelines. This includes but is not limited to:
 - i. Verifying 40% affordability is met;
 - ii. Inspecting the unit per the Housing Quality Standard ("HQS") guidelines, and re-inspecting if necessary;
 - iii. Entering data into the Authority's database software system; and
 - iv. Generating and executing all required forms for a HAP contract while meeting Authority established deadlines.
 - e. Perform a yearly Annual Re-Examination for each active, assigned Participant by following HCV program guidelines as established below:

- i. Satisfy the conditions and requirements to re-qualify the Participant for the HCV program by using current verification processes to determine continued eligibility;
 - ii. Enter data of Annual Re-Examination into the database software system for payment approval by established Authority deadlines.
- f. Perform a biennial HQS inspection for each active, assigned Participant by following HCV program guidelines as established below:
 - i. Inspect the unit using HQS guidelines, including ensuring that all units are inspected within 730 days of the last inspection;
 - ii. Follow HCV guidelines for failed inspections, and process abatements if needed; and
 - iii. Enter HQS only transactions into the database software system by program deadlines.
- g. Process any HCV Participant moves, transfers, income or family compositions changes, ownership or contract rent changes, portability, and cancellations by following the HCV guidelines for those processes.
- h. Miscellaneous activities necessary such as:
 - i. Correcting errors on paperwork within ten (10) business days,
 - ii. Responding to emails, phone calls, and letters in a timely manner; that is no later than two (2) business days; providing any information, reports, or data requested from Authority staff;
 - iii. Responding within twenty-four (24) hours to urgent inquiries such as life-threatening HQS deficiencies and VAWA requests;
 - iv. Maintaining paperwork in accordance with HCV requirements in the Participant file; and
 - v. Attending all required meetings and/or trainings.
- i. Encourage participation and distribute Family Self-Sufficiency ("FSS") and Key to Own ("KTO") Program brochures by following the HCV guidelines.
- j. Maintain knowledge of all Authority Programs and Services available in the Contractor's assigned regions/counties.
- k. Maintain knowledge of the Authority's SOP via the Program Portal.
- l. Return of Equipment and Documents. Upon request of the Authority or upon termination of this Agreement by either party, the Contractor will return all property of the Authority including, but not limited to computer equipment, records, files, documents, correspondence, manuals, seminar materials, keys, and all other documents, records and data, in written and electronic form, that are the property of the Authority within five (5) days of notification by the Authority.
- m. Manage Quality Control of HQS inspections for caseload.

- i. Each inspector must complete all required trainings and pass all required tests for HQS inspectors.
- ii. Perform quality control inspections on each inspector for the housing agent and maintain records of the quality control inspections.
- iii. Maintain a logbook for all inspectors including copies of any certificates received, the required first 25 inspections completed for new inspectors during this contract period, verification of trainings taken, and verification of Housing Agent audit inspections completed on the inspector.

If the Authority determines the Contractor's customer service is not meeting contract requirements, the Contractor will be issued a notice in writing. If problems persist, a customer service action plan will be developed which could include the requirement to attend customer service training at the expense of the Contractor. If after customer service training, the problems continue, this may be considered a breach of contract.

- n. Community Partnerships. The Contractor must submit a Communication Plan ("Plan") developed with each Housing Assessment and Resource Agency ("HARA") within their assigned Region(s):
 - i. The Plan must be developed with the HARA and include the roles and responsibilities that each agency will perform while assisting the Housing Choice Voucher Program applicants/participants. If after efforts to create a Plan with the HARA are unsuccessful, the Authority will facilitate this process.
 - ii. The Plan must be signed by both the Contractor and the HARA Executive Director. The HARA may instead opt to submit a support letter in conjunction with the Plan signed by the Contractor.
 - iii. The Plan must be submitted to the Authority's Resource Specialist by March 1, 2024. If the Authority requires changes, the Contractor must complete and return the Plan within a deadline specified by the Authority.
 - iv. If significant change(s) occur to the Plan during the term of this Agreement, an updated Plan must be submitted to MSHDA in a timely manner.

The Plan must include, but is not limited to the following:

- i. Designation of a HARA staff person(s) and Contractor staff person(s) as a point of contact for partners, e.g., applicants/participants, landlords, COCs, and referring agencies.
- ii. The Contractor and the HARA will develop a meeting schedule that outlines the frequency and type of planned communications they will have with each other. Meetings will be held quarterly and may be held in person or by teleconference. One meeting must be face-to-face annually, which may be conducted via video conference.
- iii. Detail of roles and responsibilities of Contractor and HARA needed to conduct routine business effectively. Outline a method that is designed for your community to assist applicants/participants in navigating the HCV Program.
- iv. Describe an outreach procedure to communicate the opening of waiting

lists in the designated community.

- v. For communities with Project-Based Vouchers, describe how the Contractor will communicate to the Lead Agency and Management Company that Waiting Lists need more applicants.

C. Changes in the Allocation of Vouchers. The Contractor acknowledges that the Authority retains the right to change the number of Vouchers assigned to the Contractor on any of, but not limited to, the following grounds:

1. A reduction of Vouchers assigned by HUD to the Authority;
2. A reduction in funding received by the Authority for the Housing Choice Voucher Program;
3. An increase in expenses incurred by the Authority for the Housing Choice Voucher Program;
4. Authority initiatives, programs, or transactions that require, in the sole opinion of the Authority, a transfer and/or reassignment of Vouchers;
5. HUD requires the assignment of a Voucher or Vouchers to another PHA;
6. The Authority determines that reallocating Vouchers will enable the Authority to administer the Housing Choice Voucher Program more effectively and/or efficiently. This ground includes, but is not limited to, decisions by the Authority to transfer vouchers to resolve conflicts between a landlord or landlords and the Contractor that the Authority determines to be irreconcilable;
7. The Contractor acknowledges that the allocation of Vouchers to the Contractor does not create for the Contractor a vested right to administer a certain number of vouchers;
8. Increasing Assigned Vouchers. The Authority may require the Contractor to increase the number of Vouchers to which the Contractor is assigned; or
9. Assignment of additional Vouchers for Rental Assistance Demonstration properties, Project-Based Voucher developments, absorptions of other PHAs, and any other ACC increases will be awarded based on a schedule determined by the Authority.

D. Authority and HUD Requirements: In performing its duties and responsibilities as specified in this Agreement, the Contractor will comply at all times with all applicable HUD and Authority rules, regulations, and requirements, including Equal Opportunity rules. Additionally, the Contractor is responsible for complying with the following:

1. Identity Theft Protection Act (2004 Public Act 442, as amended by Public Act 566 of 2006).
2. Social Security Number Privacy Act (Public Act 454 of 2004).
3. 3.7.1 Best practices would include: NIST 800 series guidelines located at

<http://www.csrc.nist.gov/publications/nistpubs/> especially 800-64, 800-53.

4. Federal Information Processing Standards located at <http://www.itl.nist.gov/fipspubs/index.htm>.

E. File Maintenance and Security:

1. **Equipment Provided by Authority.** The Authority and Contractor acknowledge that the Authority has no obligation to the Contractor to provide, replace, or repair computers or peripherals such as monitors, modems, and printers.
2. **File Security.** All files held by a Contractor in a respective office must be in fireproof cabinets and/or the office must have a fire suppression system in place. The files must be able to be secured from the general public either by containing locking mechanisms with keys provided to only Key Persons, or located in a locked room. All files must be labeled CONFIDENTIAL.
3. **Use of Compatible Hardware and Software.** The Contractor shall have licenses for and use software that is compatible with the software used by the Authority's Housing Choice Voucher Program. The Contractor shall use hardware that is compatible with the software and hardware used by the Authority. The Contractor shall have and maintain internet access and e-mail that enables the Contractor to render Services. The Contractor shall also have licenses for the programs in versions that are compatible with the Authority's Microsoft Word and Microsoft Excel. The Contractor agrees to secure any upgrades of software and/or hardware that are necessary for ensuring and maintaining compatibility with software and hardware used by the Authority.
 - a. The Contractor shall have antivirus software installed and the version/definition files must be updated daily. In addition, the Contractor is required to scan their computers daily for viruses and have auto-protection and live update enabled.
 - b. The Contractor shall have encryption software (capable of a minimum 128-bit) to encrypt Personal Identifying Information (PII) when transmitted or stored in permanent or removable electronic media, to render PII unreadable.
4. **Removal/Disposal of Personal Data in an Electronic Format.** If the Contractor no longer needs Participant data to render Services, or if the Contractor ceases to provide Services, the Contractor shall remove/dispose Electronic Data and Access Codes (defined below) from any and all storage media that may be used, including but not limited to hard drives, flash drives, CDs, PCs, laptops, DVDs, zip drives, hand-held organizer, and storage services on the World Wide Web. When the Contractor ceases to use a computer, the Contractor shall:
 - a. Ensure that any and all Electronic Data and Access Codes are removed from/disposed of from that computer. Approved removal/disposal methods for electronic records and media include three (3) passes with a disk wiping utility or DOD (Department of Defense) Level 2 compliant equal; incineration, shredding, cutting, drilling, or grinding; and

- b. "Electronic Data and Access Codes" is collectively defined as (a) any and all Participant data in an electronic format; (b) and all codes, passwords, access keys and any other data that allows the Contractor to connect to and access Database Software (presently Elite). Notwithstanding the foregoing, the Contractor may retain Participant data after the Contractor ceases to provide services only if the Contractor is required to do so to comply with Federal or State law or regulations, a separate contract with a Federal entity or State of Michigan entity, including, but not limited to, the Authority, or an Authority requirement.

If the Contractor believes it is required to retain Participant data, the Contractor shall:

- i. Advise the Authority's Resource Specialist in writing of the requirement; and
- ii. Retain the data in a manner and format described in Section F entitled "Record Keeping, Privacy, and Freedom of Information Act" below. If the Contractor ceases to administer the Services set forth in this Agreement and included Exhibits, the Contractor must send written notice to the Resource Specialist indicating all removal methods have been completed in order to receive any final payments.

- 5. **Security Awareness.** The Contractor and Key Persons of the Contractor must attend security awareness sessions and complete required forms to perform services for the Authority. The Contractor must complete a Security Plan (see Exhibit E, Security Requirements) upon execution of this Agreement.

F. Record Keeping, Privacy, and Freedom of Information Act.

- 1. **Organization of Participant's File.** The Contractor will maintain all Participant files in accordance with HUD Regulations and the Authority's SOP.
- 2. **Applications, Notification letters, and similar matters.** The Contractor will retain all records of applications, notification letters, and similar matters during the term of this Agreement and renewals or extensions of this Agreement. All such applications, notices, and other such records will be subject to inspection and copying by the Authority or HUD, or any authorized representative of the Authority or HUD. If either party terminates this Agreement, the Contractor will forward all records to the Authority, including, but not limited to, Participant files.
- 3. **Providing Information and Reports to Authority.** Upon the request of the Authority, the Contractor will furnish any and all requested information or reports with respect to any and all matters relating to this Agreement and the Housing Voucher Program in accordance with the Authority's shipping and tracking procedures. Any and all requested information or reports must be received by the Authority within three (3) business days.
- 4. **Legal Actions.** The Contractor will forward to the Authority, within three days upon receipt, all requests for documents, including but not limited to notices of subpoenas, lawsuits, causes of action, or charges of any kind to which the

Contractor is subject, that arise from the Contractor's actions or lack of action (a) as a contractor for the Authority and (b) pursuant to the authority granted to the Contractor under this Agreement within three (3) business days.

5. **Rights in Data.** The Contractor will not use the State's data for any purpose other than providing the services set forth in this Agreement, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public, to specific third parties or commercially exploited by or on behalf of Contractor, nor will any Key Person of the Contractor other than those on a strictly need to know basis have access to the State's data. The Contractor shall only use PII as strictly necessary to provide the services and shall disclose such information only to its Key Persons who have a strict need to know regarding such information. The Contractor shall comply at all times with all laws and regulations applicable to PII.
6. **Security Breach Notification.** In the event of a security breach, the Contractor shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. The Contractor shall report to the proper Authority staff in writing any use or disclosure of personal identifying information, whether suspected or actual, other than as provided for by this Agreement within three (3) business days of becoming aware of such use or disclosure.
7. **Securing Personal Identifying Information (PII).** The Contractor shall take reasonable steps in accordance with recommended office practices to prevent the theft of paper and electronic files that contain PII of the Participant. Such steps shall include but are not limited to:
 - a. Restricting access to paper and electronic files to only authorized Contractor personnel;
 - b. Securing paper files and electronic files to prevent unauthorized access;
 - c. Storing paper files and electronic files to prevent unauthorized access of the same; and
 - d. To prevent unauthorized access or disclosure during the transmission or storage of PII, encryption (minimum of 128-bit) must be used when moving or storing all PII on any electronic device.

The Contractor shall establish a security plan/policy that ensures that PII is not lost or disclosed accidentally. The Authority reserves the right to inspect files and requires the Contractor to complete their security plan/policy within Exhibit E, Security Requirements for the purpose of confirming the adequacy of the Contractor's security practices. The Contractor agrees to respond to Authority recommendations concerning the security plan/policy to the Authority's reasonable satisfaction. The Contractor agrees to provide Exhibit E, Security Plan upon execution of this Agreement.

8. **Destruction of Documents.** The Contractor will destroy the following documents in accordance with the schedule described below:

- a. Copies of all records for a former Applicant or Participant as long as the original records are in the Authority's offices—such records shall be destroyed no later than one year after the denial or termination of the Participant's Voucher.

When destroying data, whether in paper or electronic form, the Contractor shall ensure that PII is destroyed to the extent that identities of individuals cannot be ascertained. Approved destruction methods for electronic records and paper media include three (3) passes with a disk wiping utility or DOD (Department of Defense) Level 2 compliant equal; incineration, shredding, cutting, drilling, or grinding.

9. **Disclosure of Information and Records.** The Contractor shall not disclose information or documents created or maintained in connection with this Agreement to anyone other than the Contractor's staff assigned to this Agreement or Authority staff, without the direction or prior consent of Authority staff. Neither the Contractor nor its Key Persons or agents shall use information or documents created or maintained in connection with this Agreement to further any private interest without the prior written consent of the Authority.
10. **Privacy and FOIA.** The Contractor will maintain all records of information on Participants, Families, and Owners in strict confidence and will ensure that the privacy of the household is maintained in accordance with applicable state and federal laws including the state Freedom of Information Act ("FOIA"), the federal Freedom of Information Act, and the federal Privacy Act. The Contractor shall not accept on the Authority's behalf subpoenas, requests to produce documents, or requests for documents or information under the FOIA or the federal Freedom of Information Act. The Contractor shall inform persons submitting such subpoenas and requests that the Contractor is not authorized to accept or process such documents on behalf of the State of Michigan or the Authority. The Contractor shall, however, respond to requests for HUD-50058 forms in accordance with the Authority's SOP. If the Contractor is a public body or part of a public body, the Contractor can comply with the state FOIA by following its FOIA procedures or the procedures of the public body of which the Contractor is a part.
11. **News Releases.** News releases pertaining to this Agreement, the Work Product developed under this Agreement, or the Services provided under this Agreement will not be made without prior written Authority approval, and then only in accordance with explicit written instructions from the Authority. No results pertaining to this Agreement, the Work Product developed under this Agreement, or the Services provided under this Agreement are to be released without prior approval of the Authority and then only to persons designated. Failure to follow this guideline may result in a material breach of this Agreement.

G. State and Federal Requirements.

1. **Covenant Not to Discriminate.** The Contractor will comply with all requirements imposed by Title VIII of the Federal Civil Rights Act of 1968, as amended, the Elliott-Larsen Michigan Civil Rights Act, the Michigan Handicappers Civil Rights Act, and Title VI of the Federal Civil Rights Act of 1964; the regulations of HUD-issued thereunder, 24 CFR, Subtitle A, part 1, Section 1.1 et. Seq.; the

requirements of HUD pursuant to the regulations; and Executive order 11063, to the end that, in accordance with the Act the regulations and requirement of HUD thereunder, and the Executive Order, no person will, on the grounds of race, color, creed, religion, handicap, familial status, marital status, or national origin, be excluded from participation in, or be denied the benefits of, the Program or be otherwise subject to discrimination. The Contractor is obligated to comply with this provision to the benefit of the United States, HUD and the Authority, each of which will be entitled to invoke any remedies available by law to redress any contract breach or to compel contract compliance by the Contractor.

2. **Equal Opportunity.** In performing its duties and responsibilities, the Contractor will comply at all times with all applicable HUD and Authority Equal Opportunity rules, regulations, and requirements.
3. **Workplace Safety and Discrimination Harassment.** In performing services for the Authority under this Agreement, the Contractor shall comply with Michigan Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety, discriminatory harassment, and any applicable state agency rules on these matters that the agency provides to the Contractor. The Michigan Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at <https://www.michigan.gov/mdcs/0,4614,7-147-6877---,00.html>.
4. **No Gifts.** The Contractor will not provide, now or in the future, any gifts, payments or other inducements to any officer, employee or agent of the Authority. The Contractor will not accept any gifts from Owners, Applicants, Participants, or Authority employees.
5. **Unfair Labor Practices.** Pursuant to 1980 Public Act 278, as amended, MCL 423.321, et seq., the Authority shall not award a contract or subcontract to an employer whose name appears in the Register (of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act). A contractor of the Authority, in relation to a contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this Register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the Authority may void any contract if, subsequent to this Agreement, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor, appears in the Register.
6. **Conflict of Interest & 1 Year Lockout.** Note that Agents with administrative functions or responsibility under this Agreement, may not enter into any contract, subcontract, or other arrangement in connection with this Agreement in which any covered individual or entity has any direct or indirect interest (including the interest of any immediate family member), while such person is a covered individual or entity or during one year thereafter.

H. Conflict of Interest

1. **Present and Former Authority Members and Public Officials.** No present or former member or officer of the Authority (except participant commissioners), no

employee of the Authority who formulates policy or influences decisions with respect to the Program, and no public official or member of a governing body or state or local legislator who exercises functions or responsibilities with respect to the Program, during this person's tenure or for one year thereafter, will have any direct or indirect interest in Housing Assistance Contracts or in any proceeds or benefits arising from them, other than those outlined within the Administrative Services Agreement. HUD may waive this provision for good cause under certain circumstances.

2. Units Owned, Managed or Listed for Sale by Contractor or Key Persons.

- a. Units Owned, Managed or Listed for Sale by Contractor.** The Contractor shall not own, manage, or lease a unit that is occupied by a Participant. The prohibition against owning a unit occupied by a Participant includes, but is not limited to, the Contractor having an ownership interest in an entity that owns the unit in question.
- b. Units Owned, Managed or Listed for Sale by Key Persons.** A Key Person shall not own, manage, or lease a unit that is occupied by a Participant unless the Contractor receives prior written approval from the Authority's Director of the Division of Rental Assistance and Homeless Solutions.
- c. Participation in Other Authority Programs.** With the exception of providing Services to the Authority, neither the Contractor nor the Contractor's Key Persons shall participate in an Authority housing program or do business with the Authority under any program in which the Authority has a direct or indirect relationship without securing prior written approval from the Authority's Director of the Division of Rental Assistance and Rental Assistance.
- d. Services to Current Participants.** The Contractor and the Contractor's Key Persons shall be prohibited from providing any services to a Participant in consideration for a fee or commission without securing the prior written consent of the Authority's Director of the Division of Rental Assistance and Homeless Solutions.
- e. Services to Former Participants.** If a participant no longer receives assistance through the Program, the Contractor and the Contractor's Key Persons shall be prohibited from providing any services to the participant in consideration for a fee or commission. The aforementioned prohibition shall end on the 180th day after the date on which the participant's assistance ends.
- f. Breach of Conflict-of-Interest Prohibitions.** A breach of any prohibition described in this Agreement may be declared by the Authority to be a material breach of this Agreement.

3. List of Potential Conflicts of Interest. Prior to execution of this Agreement, the Contractor shall list all interests of the Contractor and its Key Persons that may create conflicts between the interests of those entities or parties and the interests of the Authority. The Contractor acknowledges that its Key Persons are not employees of the State of Michigan or its units. Should a conflict of interest arise

during the term of this Agreement, the Contractor shall contact the Authority's Resource Specialist immediately and describe in detail the conflict of interest. The Contractor shall follow the recommendations of the Resource Specialist or be in material breach of this Agreement.

I. Criminal and Civil Matters

- 1. Notice of Convictions and Criminal Investigations.** Prior to the execution of this Agreement, the Contractor shall promptly notify the Authority if it, or its officers, directors, Key Persons, or any of the Contractor's independent contractors who perform Services, or their officers, directors, or employees, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. The Contractor shall promptly notify the Authority of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Contractor, or any of the Contractor's Key Persons, members or shareholders, or subcontractors, or any of the Contractor's or its subcontractors' then current officers or directors while performing under this Agreement.
- 2. Notice of Civil Claims.** The Contractor shall immediately notify the Authority of any civil litigation, including subpoenas, lawsuits, cases of action arbitration, proceeding, or judgments, that may have arisen against it, its Key Persons, or its subcontractors during the five years preceding this Agreement, or which may occur while performing under this Agreement, which involve:
 - a. Services or services similar to those provided to the Authority under this Agreement, or
 - b. A claim or written allegation of fraud against the Contractor, the Key Person, or any subcontractor, arising out of their business activities, or
 - c. A claim or written allegation that the Contractor, the Key Person, or any subcontractor violated any federal, state or local statute, regulation or ordinance.

Multiple lawsuits and or judgments against the Contractor, Key Person, or the Contractor's subcontractor(s) shall be disclosed to the Authority to the extent they adversely affect the financial solvency or the ability of the Contractor, Key Person or subcontractor to perform the Services in this Agreement.

- 3. Notice Requirements for Criminal and Civil Claims.** All notices under subsection 1 and 2 herein shall be provided in writing to the Authority within five (5) business days after the Contractor learns about any such criminal or civil investigations and within fifteen (15) business days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements that are prevented from disclosure by the terms of the settlement shall be annotated as such.
- 4. Criminal Screenings.** The Contractor acknowledges that the Key Persons listed in Exhibit F shall be subject to certain Criminal Screenings to assure the Authority

in its sole discretion that the Key Persons comply with the terms of this Agreement. The Contractor's Key Persons' will be expected to agree to the State of Michigan security and acceptable use policies before the Key Person of the Contractor will be accepted as a resource to perform work for the Authority. The Contractor will present an Exhibit F to the Authority for a prospective Key Person before the Contractor allows the Key Person to perform services under this Agreement.

5. Assurances Regarding Key Persons. In the event that such investigation, Criminal Screening, litigation, arbitration or other proceedings disclosed to the Authority pursuant to Section I, or of which the Authority otherwise becomes aware during the period of performance under this Agreement, causes the Authority to be reasonably concerned about:

- a. The ability of the Contractor, its Key Persons, or its independent contractors to continue to perform in accordance with the terms and conditions of this Agreement, or
- b. Whether the Contractor, its Key Persons, or its independent contractors in performing the Services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of this Agreement or violation of Michigan or Federal law, regulation or public policy, then:

The Contractor shall be required to provide the Authority with assurances and actions requested by the Authority demonstrating either that:

- a. The Contractor, its Key Persons in question or its subcontractors will be able to continue to perform pursuant to this Agreement in accordance with its terms and conditions; or
- b. The Contractor, its Key Persons, or its independent contractors will not engage in conduct that is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings while performing Services under this Agreement. Such actions may include the Authority making a request to the Contractor to prevent a Key Person or independent contractor from providing Services or having access to documents and files having a connection with the Services. This Section shall not be construed as affecting or limiting the Authority's right to terminate this Agreement.

6. Failure to Comply with Section I.1 (above). The Contractor's failure to fully and timely comply with the terms of Section I.1 and subsections thereof, including providing reasonable assurances and actions satisfactory to the Authority, may, at the Authority's sole option, constitute a material breach of this Agreement.

7. Arbitration. Any dispute under this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Arbitration Rules for Commercial Financial Disputes in effect at the time, including, if applicable, the Supplementary Procedures for Large, Complex Disputes but excluding the use of the Expedited Procedures (as modified, the "AAA Rules"). Arbitration shall be governed by the Federal Arbitration Act and

conducted in the State of Michigan, or any other place mutually agreed upon by the parties. Judgment upon any award rendered may be entered in and specifically enforced by any court having jurisdiction. The award of the arbitrators shall specify in writing the factual and legal basis for the award. All awards shall be limited to the parties' actual damages and the arbitrators shall have no authority to award punitive damages. The Authority and the Contractor will agree to keep all disputes and arbitration proceedings confidential to the extent permitted by law. If a party fails to answer or otherwise acknowledge a demand to arbitrate a dispute in accordance with the AAA Rules, the arbitrators shall enter an award without a hearing in favor of the party demanding the arbitration. The Authority and the Contractor understand and agree that no dispute decided by arbitration may later be pursued before a court except for the purpose of enforcing either:

- a. compliance with the arbitration provision in this Agreement, or
- b. a final decision by the arbitrators. The Authority and the Contractor will agree that each party shall pay 50% of the fees and expenses for arbitration, excluding attorney's fees. Each party shall pay the cost for its counsel, if any.

8. Ownership and Use of Software.

- a. **Ownership of Software.** The Parties acknowledge that any software provided by the Authority is and remains the property of the Authority.
- b. **Ownership and Use of Software.** The Contractor agrees not to copy, loan or sell software provided by the Authority, make the software available to other persons or entities (other than employees or Key Persons of the Contractor) or use the software for any purposes other than the performance of Services.

9. Ownership of Data, Records, and Work Products. Any and all data, records, and Work Products shall be deemed the property of the Authority. The Authority has the right to inspect or recall these products for any reason and at any time with notice to the Contractor.

J. Notice

All notices required by this Agreement concerning the Contractor's termination or resignation will be in writing and shall be deemed given when (i) delivered by hand (including courier) or when such delivery is refused, (ii) delivered by registered or certified mail (return receipt requested) or when such delivery is refused, or when (iii) delivered by a nationally recognized overnight delivery service which maintains records of time, place, and recipient of delivery, in each case to the Parties at the following addresses or to other addresses as may be furnished in writing by one party to the other as provided below:

Authority: Director, Rental Assistance and Housing Solutions Division
Michigan State Housing Development Authority
735 E. Michigan Avenue
Lansing, MI 48912

III. Standards for Performance

The Contractor shall perform the tasks/activities and complete the objectives specified above in accordance with the following standards:

- A.** The Contractor and its Key Persons must abide by this Agreement in its entirety, including completing all services set forth in this Agreement while ensuring quality customer service:
- B.** Satisfy all performance guidelines set forth in Exhibit D:
 - 1. Monthly Performance Review.** In accordance with the terms of this Agreement, the Authority shall review the Contractor's performance each month to ascertain the Contractor's compliance with Authority policies and procedures ("Monthly Performance Review"). The criteria for the review are set forth in Exhibit D Section 2.
 - 2. Quarterly Field Audit.** In accordance with the terms of this Agreement, the Contractor's performance shall also be reviewed with Quarterly Field Audits on dates determined by the Authority, to ascertain compliance with Authority policies and procedures. The criteria for the review are set forth in Exhibit D Section 3.

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MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

CITY OF LAPEER

EXHIBIT C

PAYMENT TO CONTRACTOR

I. MONTHLY PAY PER VOUCHER (BASE PAY)

The Authority will pay the Contractor a monthly fee for each Voucher under a Housing Assistance Payment ("HAP") Contract in effect on the first day of each month that the Contractor administers. The monthly fee for each Voucher and HAP Contract is the Base Pay. The Base Pay is established prior to the execution of this Agreement.

Throughout the term of this Agreement, the Authority will pay the Contractor the Base Pay of **\$ 30.00** for each Voucher that is; (a) under an executed HAP Contract, and (b) approved for payment by the Authority. The Contractor will receive the Base Pay only if the HAP Contract is effective as of the first day of a particular month.

If a HAP Contract is not effective as of the first day of a particular month, the Contractor will receive no payment for that particular Voucher until the following month.

The Authority may reduce the Base Pay if the Department of Housing and Urban Development ("HUD"); reduces the funding to the Authority (i.e., the Administrative Fee) for administering the Program, and/or increased costs are incurred by the Authority for administering the Program. The reduction in the Base Pay shall be an amount determined by the Authority.

II. DENSITY PAY

Due to a lack of density and the increased costs associated with HCV service delivery in Prosperity Regions 1, 2 and 3, the Authority will increase the Contractor's rate of pay for vouchers awarded in these Regions as follows:

- Region 1: \$4.00 per month per HCV Participant under a HAP Contract
- Region 2 and Region 3: \$2.00 per month per HCV Participant under a HAP Contract

III. REPAYMENT AGREEMENT SPECIAL FEES

Effective January 1, 2024, the Contractor may be eligible for a one-time Repayment Agreement Special Fees payment of \$100.00 for each newly executed repayment agreement during this

contract period that is executed by the participant and entered into Elite for payment. Any dispute regarding active repayment agreements eligible for payment shall be determined in the sole discretion of the Authority. No other repayment agreement special fees will continue to be paid.

IV. INCENTIVE PAY

The Annual Performance Summary, described in Exhibit D and completed by the Authority in January following the 12-month performance period, will show whether the Contractor has met the criteria to receive Incentive Pay.

If the Contractor meets the criteria to receive Incentive Pay for the calendar year as described in Exhibit D, Section 5, the Contractor will receive Incentive Pay of \$1.00 for each Voucher that is; (a) under an executed HAP Contract and (b) approved for payment by the Authority. If the Contractor's Lease-Up is rated at higher than one hundred percent, Incentive Pay will only be paid for one hundred percent of the overall allocation. No Incentive Pay will be paid for over leasing. Incentive Pay will be paid once the Annual Performance Summary shows the Contractor has met the Incentive Pay criteria and is approved by the Director of the Rental Assistance and Homeless Solutions Division.

The Authority may reduce or eliminate the Incentive Pay if HUD reduces the funding to the Authority (i.e., the Administrative Fee) for administering the Program, and/or increased costs are incurred by the Authority for administering the Program. The reduction in the Incentive Pay shall be an amount determined by the Authority.

V. SPECIAL FEES

The Authority may require the Contractor to perform duties beyond the outlined Exhibit B – Scope of Work ("Exhibit B"). When the Authority determines the parameters of these initiatives or additional duties, RAHS Special Fees (Administrative Fees) may be awarded to the Contractor up to, but not exceeding, \$45,000.00 (forty-five thousand dollars).

VI. HOMEOWNERSHIP INCENTIVE FEE

The Authority shall pay the Contractor a bonus of \$500.00 after receiving written notice from the Contractor that:

1. The Participant has left the Housing Choice Voucher Program;
2. The Participant no longer receives rental assistance because the Participant has become a homeowner; and
3. The Authority is able to make contact with the Participant to verify proof of purchase.

The Contractor is not entitled to the fee if the Participant has left the Housing Choice Voucher Program due to a violation of the Voucher Program.

The Authority may reduce or eliminate the Homeownership Incentive Fees if HUD; (a) reduces the funding to the Authority (i.e., the Administrative Fee) for administering the Program, and/or (b) increased costs incurred by the Authority for administering the Program. The reduction in

the Homeownership Incentive Fees shall be an amount determined by the Authority.

VII. HOUSING MOBILITY PROGRAM SUPPLEMENTAL PAY

The Authority shall pay the Contractor an additional \$20.00 per month for each family enrolled in the Housing Mobility Program in Kent, Oakland, and Macomb Counties. The pay will be to provide the following services for Housing Mobility participants:

- Provide monthly updates to MSHDA and the Housing Mobility service agency on active Housing Mobility families, landlord marketing efforts, and available units in high Opportunity Areas,
- Ensure the service agency is provided with current income, asset, and household composition information at the time a participant is referred by MSHDA to the service agency for program enrollment,
- Expedite the moving process for all Housing Mobility participants including:
 - Provide a Mover's Packet and Voucher to participants and the Housing Mobility service agency within 5 business days of receipt of request to move,
 - Provide completed Affordability Worksheets to the Housing Mobility service agency within 2 business days of receipt of unit information, and
 - Complete inspections within 5 business days of receiving a completed Request for Tenancy Approval.

The supplemental monthly pay will be effective:

- on the 1st day of the month of enrollment when the family is referred before the 15th of the month, or
- on the first day of the month following enrollment when the family is referred after the 15th of the month.

When the family has moved to a new unit, or elects to remain in the same unit, supplemental pay will end on the last day of the month in which the participant ends participation in the Housing Mobility Program.

The Authority reserves the right to end the availability of payments listed above when no longer supported by Administrative Fees, regardless of the pending status of eligible Housing Mobility families.

VII. FINANCIAL PENALTIES

Errors committed by the Contractor that result in the inappropriate disbursement of HAP/UAP monies cannot be collected through the Authority's standard accounting practices to recapture inappropriately disbursed monies directly from the participant and/or landlord of record. Therefore, if the Authority determines that a voucher file is out of compliance with the requirements for the administration of the Program and the result is the inappropriate disbursement of HAP/UAP monies due to errors committed by the Contractor, financial penalties may be assigned to the Contractor by the Authority.

If the Contractor was not assigned to the voucher file for the duration of the period of non-compliance, financial penalties will only be charged for the time period when the Contractor was responsible for the voucher file after any applicable grace period provided by the Authority due to the transfer of the voucher file.

The Contractor will be given proper notice of the error including the amount of the financial penalty to be assessed. The Contractor will be given the opportunity to submit an appeal to the Authority to dispute the nature or duration of the error and the financial penalty to be assessed.

1. MSHDA Findings

If an error that meets the criteria within this section is identified by Authority staff or is reported by the Contractor, the amount to be recovered from the Contractor will be the Base Pay fee for the identified voucher files for the duration of the period of non-compliance. The Contractor must work with Authority staff to properly correct the error at the time of notification.

All financial penalties under this section will be assessed at the time of identification but will be accrued throughout the contract year. Full payment of all financial penalties will be recovered by the Authority in the January payment to the Contractor.

2. Third Party Auditor Findings

The amount to be recovered from the Contractor will be the full cost of the of the HAP/UAP inappropriate disbursement for the duration of the period of non-compliance. If the Authority incurs a financial penalty for the inappropriate disbursement HAP/UAP funds, the Authority reserves the right to charge Base Pay penalties to the Contractor in addition to the financial penalty for the inappropriately disbursed HAP/UAP monies.

All financial penalties under this section will be assessed and recovered at the time of identification. Payment will be recovered from the Contractor in one of the following ways: (a) Recovery of the full amount from the next monthly payment to the Contractor; or (b) The Contractor pays the Authority the full amount via check or money order. If the amount to be recovered is deemed to be a financial hardship by the Contractor, a payment plan may be established with the Authority for the full repayment of the funds owed.

VIII. BILLING PROCEDURES

The Authority will initiate the billing process each month by generating a program in Elite and forwarding to appropriate Authority staff to submit for release of payment. A report developed in Elite entitled Admin Fee Payments, located under HCV/Resident Processing/Agent Reports will show a printout of all HAP Contracts active as of the first of the current month. The Authority will make necessary adjustments and deductions as indicated in this Exhibit.

1. The Contractor must compare the previous month's report to the current month's report to ensure that the billing includes all the existing HAP Contracts for the payment period.
2. The Contractor will contact the HA Payroll Coordinator with discrepancies including Participant name, and reason for discrepancy.
3. The HA Payroll Coordinator will investigate discrepancies and make adjustments, if necessary, following the guidelines established in this Exhibit by the next month's billing. Adjustments, negative or positive, will be made with prior notice to the Contractor via e-

mail.

4. The Contractor must submit corrections to HA Payroll Coordinator by the 15th day of the current month in order for the Contractor's corrections to appear on the next month's billing.
5. The Authority will forward payment in accordance with the terms of this Agreement to the Contractor by the 5th day of the month. Payment includes the previous month's activity and the current month's active HAP Contracts.

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MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

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EXHIBIT D

PERFORMANCE MEASURES AND INCENTIVE PAY

1. OVERVIEW

The Authority shall measure the Contractor's performance of the activities described in the Exhibit A and Exhibit B of this Agreement and the Housing Agent Agreement based on;

1. Monthly Performance standards; and
2. Quarterly Field Audits.

Additionally, the Authority has established guidelines for an Annual Summary and Incentive Pay as defined in this Exhibit D.

2. MONTHLY PERFORMANCE STANDARDS

2.1. Monthly Performance Standards Criteria

At the end of each month the Authority will use both the HCV Program Management Software ("Program Software") and reports generated from the Department of Housing and Urban Development's ("HUD") Public and Indian Housing ("PIH") Information Center ("PIC") to measure the Contractor's performance against each Monthly Standard listed below: *(A Performance schedule will be released at the beginning of each calendar year indicating the date and time Performance will be locked-in and evaluated.)*

2.1.1 Individual Monthly Performance Standards.

The Authority will measure the following standards when conducting Monthly Performance Ratings:

- a. Lease Up Rate,
- b. Annual Re-Examination Rate,

- c. Late New Admissions,
- d. Multifamily Tenant Characteristic System (MTCS) Errors,
- e. Pre-Contract Housing Quality Standards (HQS), and
- f. Biennial Housing Quality Standards (HQS).
- g. Program Management

2.1.2 Monthly Performance is determined by ratings established by the Authority in this Exhibit.

2.1.3 Based on the score that the Contractor earns for each Monthly Performance Standard, the Authority will rate the Contractor's Performance for each Standard as follows:

High Performer;

Standard Performer; or

Troubled Performer.

2.1.4 The contractor's rating will be determined by the following criteria:

2.1.4.1 High Performer. To achieve an overall High Performer rating for a particular month, the Contractor must achieve a minimum of six (6) High Performer ratings and one (1) Standard Performer Rating, and the Standard Rating may not be in Lease-Up.

2.1.4.2 Standard Performer. To achieve an overall Monthly Standard Performer Rating, the Contractor achieves a minimum of a Standard Rating in all seven (7) categories but has not met the standards for a High Performer Rating. A Standard Rating in Lease-Up will result in an overall Standard Performer Rating.

2.1.3.1 Troubled Performer. One (1) Monthly Performance standard rated Troubled will result in an overall Monthly Troubled Performer Rating.

2.2 Monthly Performance Standards Table

Monthly Performance Standards are measured every month by reviewing data submitted by the contractor into the Program Software and reported by the Authority to PIC.

Monthly Performance Standard	Required tasks, activities, or actions Contractor must perform	Guidelines for Performance Rating
Lease Up Rate	The Contractor has maintained the Lease Up Rate in accordance with HUD regulations for the allocation of Vouchers in their portfolio. Lease-Up Rating will be rounded to the nearest whole number for Standard and Troubled.	<ul style="list-style-type: none"> • High Rating – Contractor maintains a lease up rate percentage in the month being rated of 97.00% or more. • Standard Rating – Contractor maintains a lease up rating percentage in the month being rated of 96.99% to 95%. • Troubled Rating – If the Contractor fails to maintain a lease up rate percentage in the month being rated below 95%.
Late Annual Re-Examinations	The Contractor has completed an Annual Re-Examination for each Participating family in accordance with HUD regulations. Annual Re-Examinations are considered complete if they are approved in Program Software prior to the date and time Performance is run.	<ul style="list-style-type: none"> • High Rating – Contractor maintains on time Annual Reexamination percentage in the month being rated of 100.00%. • Standard Rating – Contractor maintains on time Annual Reexamination percentage in the month being rated of 99.80% to 99.99%. • Troubled Rating – If the Contractor fails to maintain on time Annual Reexamination percentage in the month being rated below 99.80%.
Late New Admissions and Moves	The Contractor has completed all New Admissions and Moves in the Program Software in accordance with HUD regulations. New Admissions and Moves are considered complete if they are approved in the Program Software within 60 days of the certification effective date.	<ul style="list-style-type: none"> • High Rating – Contractor maintains on time New Admission and Move percentage in the month being rated of 100.00%. • Standard Rating – Contractor maintains on time New Admission and Move percentage in the month being rated of 99.80% to 99.99%. • Troubled Rating – If the Contractor fails to maintain a New Admission and Move percentage in the month being rated below 99.80%.

Monthly Performance Standard	Required tasks, activities, or actions Contractor must perform	Guidelines for Performance Rating
MTCS Errors	<p>The data entered into Program Software is accurate for 50058 submissions to HUD.</p> <p>Errors will be charged based on HUD electronic system reports.</p>	<ul style="list-style-type: none"> • High Rating – Contractor maintains accurate data entry percentage in the month being rated of 99.80%. • Standard Rating – Contractor maintains accurate data entry percentage in the month being rated of 99.60% to 99.79%. • Troubled Rating – If the Contractor fails to maintain accurate data entry percentage in the month being rated below 99.60%.
Pre-Contract HQS	<p>The Contractor has followed the proper procedures for ensuring that each newly leased unit passes the HQS Inspection before the beginning date of the HAP Contract.</p>	<ul style="list-style-type: none"> • High Rating – Contractor must achieve 100.00% completion. • Standard Rating – Does not apply as the Indicator is a pass/fail. • Troubled Rating – Contractor achieves below 100.00% completion.
Biennial HQS	<p>The Contractor has followed proper procedures for inspecting all assigned units within 730 days and entered the data into the Program Software.</p>	<ul style="list-style-type: none"> • High Rating – Contractor maintains accurate data entry percentage in the month being rated of 99.80%. • Standard Rating – Contractor maintains accurate data entry percentage in the month being rated of 99.60% to 99.79%. • Troubled Rating – If the Contractor fails to maintain accurate data entry percentage in the month being rated below 99.60%.

Monthly Performance Standard	Required tasks, activities, or actions Contractor must perform	Guidelines for Performance Rating
Program Management	<p>The Contractor has followed proper program management procedures as follows:</p> <ul style="list-style-type: none"> • The application shall not remain in After Active Draw status for greater than 90 days. • The application shall not remain in the After Offer/Voucher Issued status for greater than 180 days. • Active participant shall not remain in a move-out status greater than 180 days. • Active participant shall not remain Zero HAP greater than 180 days. 	<ul style="list-style-type: none"> • High Rating – Contractor maintains proper program management percentage in the month being rated of 99.50%. • Standard Rating – Contractor maintains proper program management percentage in the month being rated of 99.00% to 99.49%. • Troubled Rating – If the Contractor fails to maintain a proper program management percentage in the month being rated below 99.00%.

3. QUARTERLY FIELD AUDITS

3.1 Quarterly Field Audit Criteria

During each quarter the Authority will select files from each Contractor to review for Quality Control to measure the Contractor's performance against each Quarterly Field Audit Standard listed below. The Authority reserves the right to periodically adjust the number of files selected for audit. If it is determined via the Quarterly Field Audit the Contractor has repeated errors and/or findings, the Authority may elect to audit additional files. In addition, the Authority may elect to conduct a Hot Spot File Review in conjunction with a Quarterly Field Audit. The Hot Spot File Review may focus on any aspect of one of the Quarterly Performance Standards.

3.1.1 Individual Quarterly Field Audit Standards.

The Authority will measure the following standards and activities when conducting the Quarterly Field Audit:

- a.** Waiting List Eligibility,
- b.** Reasonable Rent,
- c.** Adjusted Income,
- d.** Housing Quality Standards (HQS),
- e.** Other Log Errors, and
- f.** Clerical Errors.

3.1.2 Quarterly Field Audit Performance is determined by ratings established by the Authority in this Exhibit.

3.1.3 The Authority will calculate each Performance Standard individually based on the number of cases audited for each standard, including Hot Spot File Reviews.

3.1.4 Based on the score that the Contractor earns for each of the standard areas covered in the Quarterly Field Audit, the Authority will rate the Contractor's Performance for each standard:

High Performer;

Standard Performer; or

Troubled Performer.

3.1.5 The Contractor's rating will be determined by the following criteria:

3.1.5.1 High Performer. To achieve an overall High Performer rating for a particular

quarter, the Contractor must achieve a minimum of five (5) High Performer ratings and one (1) Standard Performer Rating.

3.1.5.2 Standard Performer. To achieve an overall Standard Rating for a particular quarter, the Contractor has achieved a minimum of a Standard Rating in all six (6) categories but not met the criteria for a High Performer Rating.

3.1.5.3 Troubled Performer. One (1) Quarterly Field Audit Performance standard rated Troubled will result in an overall Quarterly Troubled Performer Rating.

3.2 Quarterly Field Audit Standards Table

Reports will be distributed to contractors quarterly with Performance Ratings.

Quarterly Performance Standard	Required tasks, activities, or actions Contractor must perform	Guidelines for Performance Rating
Waiting List Eligibility	The Contractor has followed the applicable procedure for selection, retention, and eligibility of the Applicants from the Waiting List.	High Rating – Contractor must achieve 100.00% accuracy. Standard Rating – Contractor must achieve between 98.00% and 99.99% accuracy. Troubled Rating – If the Contractor achieves below 98.00% accuracy.
Reasonable Rent	The Contractor has followed the applicable procedure for determining and documenting reasonable rent for every unit with a HAP Contract. A Rent Reasonableness error will be assigned if the unit is determined to be unaffordable, or the rent reasonableness calculation is not completed.	<ul style="list-style-type: none">• High Rating – Contractor must achieve a 98.00% or greater accuracy.• Standard Rating – Contractor must achieve 97.99% to 80.00% accuracy.• Troubled Rating – If the Contractor achieves below 80.00% accuracy.

Quarterly Performance Standard	Required tasks, activities, or actions Contractor must perform	Guidelines for Performance Rating
Adjusted Income	The Contractor has followed the applicable procedure for determining and documenting Adjusted Income, HAP Payment to Landlord, and Participant's portion of rent.	<ul style="list-style-type: none"> • High Rating – Contractor must achieve 87.00% accuracy. • Standard Rating – Contractor must achieve 86.99% to 80.00% accuracy. • Troubled Rating – If the Contractor achieves below 80.00% accuracy.
Housing Quality Standards (HQS)	The Contractor has followed the applicable procedure for processing failed HQS Inspections.	<ul style="list-style-type: none"> • High Rating – Contractor must achieve 100.00% accuracy. • Standard Rating – Contractor must achieve 98.00% to 99.99% accuracy. • Troubled Rating – If the Contractor achieves below 98.00% accuracy.
Other Log Errors	A Log Error will be charged if the identified error does not fall into a specific category as outlined in the above Standards.	<ul style="list-style-type: none"> • High Rating – Contractor must achieve 92.00% accuracy. • Standard Rating – Contractor must achieve 91.99% to 80.00% accuracy. • Troubled Rating – If the Contractor achieves below 80.00% accuracy.
Clerical Errors	A Clerical Error will be charged if the identified error does not meet the threshold of falling into a specific category as outlined in the above Standards.	<ul style="list-style-type: none"> • High Rating – Contractor has an average of one error or less per case audited. • Standard Rating – Contractor has an average of more than one error and less than three errors per case audited. • Troubled Rating – Contractor has an average of more than three error per case audited.

4. GUIDELINES FOR INCENTIVE PAY

4.1 Guidelines for Incentive Pay

An Annual Summary will be completed for each Housing Agent in January of each Contract year. The Summary will be based on the overall compilation of the:

1. Monthly Performance Ratings, and
2. Quarterly Field Audits.

5. CRITERIA TO RECEIVE INCENTIVE PAY

5.1 Criteria to Receive Incentive Pay

Once the Annual Summary is completed and approved by the Director of the Rental Assistance and Homeless Solutions Division, Incentive Pay may be paid out if all of the following criteria are met:

- a. Monthly Performance Rating – Nine (9) out of twelve (12) Months must have an overall High Performance rating;
- b. Quarterly File Audit – Three (3) out of four (4) Quarters must have an overall High-Performance rating; and
- c. The Contractor is not eligible for Incentive Pay if they receive more than one overall Troubled Performer rating in a Monthly Performance or Quarterly Field Audit in any calendar year.

In January, an evaluation will be completed to determine the number of vouchers under contract for each calendar month in the previous Contract year. If the Contractor meets the criteria outlined above, they are eligible for Incentive Pay for the months where the Monthly Performance Rating is an overall High-Performance rating.

5.2 Incentive Pay will be paid as outlined in Exhibit C, Section V.

6. TROUBLED PERFORMANCE RATINGS

Troubled Performance Ratings can occur during a Monthly or Quarterly Review.

If a contractor receives three (3) or more overall Troubled Performance Ratings within a consecutive twelve (12) month period of the two-year Contract term, the contractor will be required to submit a Corrective Action Plan to the Authority's Chief Housing Solutions Officer for approval.

7. UNCORRECTED DEFICIENCIES

If the standards set forth for performance in this Exhibit D are not met per notification by the Authority, a Corrective Action Plan will be required and must be submitted no later than five (5) business days from the date of notice to the Director of the Rental

Assistance and Homeless Solutions Division for review and approval. Once approved, the Contractor will have ninety (90) days to successfully implement the action plan, correct all deficiencies, and maintain at least a Standard Performance rating in both Monthly Performance and Quarterly Field Audits for at least the ninety (90) days following the approval of the Corrective Action Plan. Failure to correct deficiencies within the required timeframe will result in material breach of this Agreement.

No more than one Corrective Action Plan will be executed during a twelve (12) month period during the term of this Agreement. Failure to meet the terms outlined in the Corrective Action Plan may result in a material breach of this Agreement.

8. CONTRACTOR PERFORMANCE DISPUTES

The Contractor may dispute any Performance rating received by submitting a Performance Dispute. The Contractor must submit Performance Disputes and any supporting documentation to the Authority in writing within fourteen (14) calendar days of the release of the Monthly or Quarterly Performance Review in dispute. The Authority will then review the Performance Dispute and provide a written decision within ten (10) business days of receipt.

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MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

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EXHIBIT E

SECURITY REQUIREMENTS

I. Overview

The Contractor must safeguard and prevent potential breaches of all Personally Identifiable Information (PII) and Sensitive PII required by the Authority for administration of the Housing Choice Voucher Program. The contractor must submit this Exhibit with the Housing Agent Agreement certifying compliance with the security requirements outlined in this Exhibit.

Failure to comply with the security requirements outlined in this Exhibit and/or failing to promptly notify the Authority of a security breach will be considered a material breach of this Agreement.

II. Requirements

A. Definition

Sensitive PII is defined as information which can be used to directly or indirectly distinguish or trace an individual's identity. Sensitive PII can be used either alone or in combination with other personal or identifying information that is linked or linkable to that individual. Sensitive PII is PII, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.

To *distinguish* an individual is to identify an individual. To *trace* an individual is to process sufficient information to make a determination about a specific aspect of an individual's activities or status.

Linked information is information about or related to an individual that is logically associated with other information about the individual. *Linkable* information is information about or related to an individual for which there is a possibility of logical association with other information about the individual.

The following personal identifiers are Sensitive PII even if they are not linked with additional PII or contextual information:

1. First and last name or alias;
2. Complete (9-digit) SSN;

3. Alien Registration Number (A-Number);
4. Driver's license or state identification number;
5. Passport number;
6. Taxpayer identification number;
7. Internet Protocol (IP) or Media Access Control (MAC) address or other host-specific persistent static identifier;
8. Telephone number;
9. Vehicle registration number or title; or
10. Biometric Identifiers (e.g. fingerprint, iris scan, facial recognition, voice print)

The following information is Sensitive PII when linked with the person's name or other unique identifier, such as an address or phone number:

1. Portions of an SSN including the last four digits;
2. Place of birth;
3. Full date of birth;
4. Citizenship or immigration status;
5. Authentication information such as a parents name(s) or maiden name(s);
6. Medical information;
7. Criminal history;
8. Education information;
9. Financial information;
10. Credit card numbers;
11. Bank account numbers; or
12. Other data created by HUD or the Authority to identify or authenticate an individual's identify such as an Alternate Identification Number (AID) referred to as "H-Number" by the Authority.

Sensitive PII requires stricter handling guidelines because of the increased risk to an individual if the data is compromised.

A Security Breach is defined as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons, other than authorized users and for an unauthorized purpose, have access or potential access to PII in a usable form, whether hard copy or electronic. The term encompasses both **suspected and confirmed** incidents, whether intentional or inadvertent, involving PII which raise a reasonable risk of harm.

B. Types of Media

Hard copy media is physical representations of information, most often associated with paper printouts. However, printer and facsimile ribbons, drums, and platens are all examples of hard copy media. The supplies associated with producing paper printouts are often the most uncontrolled. Electronic (or soft copy) media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, removable memory devices, phones, mobile computing devices, networking devices, office equipment, and email (list is not all inclusive).

Removable memory devices include, but is not limited to, thumb drives, CDs, and external hard drives.

Electronic Data and Access Codes is collectively defined as (a) any and all program data in an electronic format; (b) and all codes, passwords, access keys and any other data that allows the contractor to connect to and access Database Software (presently Elite) and HUD required programs.

C. Authority and HUD Requirements

In performing its duties and responsibilities as specified in this Agreement, the contractor will comply at all times with all applicable HUD and Authority rules, regulations, and requirements, including Equal Opportunity rules. Additionally, the Contractor is responsible for complying with the following:

1. Identity Theft Protection Act (2004 PA 452: MCL 445.61 et seq., as amended by 566 PA 2006)
2. Social Security Number Privacy Act (454 PA 2004; MCL 334.81 et seq.)
3. State of Michigan Computer Crime Law (Public Acts 1979-53)
4. All federal and state laws concerning confidentiality and the security of PII and Sensitive PII that is in its possession.
5. All State and Federal laws regarding confidentiality to protect an individual's rights and privacy.

The Contractor and Key Persons of the Contractor must attend annual security awareness sessions and complete required forms before performing services for the Authority.

D. Manage Access to Sensitive PII

The Contractor shall not disclose information or documents created or maintained in connection with this Agreement to anyone other than the Contractor's staff assigned to this Agreement or Authority staff, without the direction or prior consent of Authority staff. Neither the Contractor nor its Key Persons or agents shall use information or documents created or maintained in connection with this Agreement to further any private interest without the prior written consent of the Authority.

The Contractor will not use the State's data for any purpose other than providing the services set forth in this Agreement, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public, to specific third parties or commercially exploited by or on behalf of the Contractor, nor will any Key Person of Contractor other than those on a strictly need to know basis have access to the State's data. The Contractor shall only use PII as strictly necessary to provide the services and shall disclose such information only to its Key Persons who have a strict need to know regarding such information. The Contractor shall comply at all times with all laws and regulations applicable to such PII.

1. Only collect Sensitive PII that you have the legal authority to collect.

2. Never leave Sensitive PII unattended and unsecured.
3. Only share or discuss Sensitive PII with personnel who have a need to know for purposes of their work. Challenge anyone who asks for access to Sensitive PII for which you are responsible.
4. Avoid discussing Sensitive PII if there are unauthorized personnel, contractors, or other third parties in the adjacent cubicles, rooms, or hallways who may overhear your conversations.
5. Hold meetings in a secure space (i.e., no unauthorized access or eavesdropping possible) if Sensitive PII will be discussed or viewed. Treat notes and minutes from such meetings as confidential unless you can verify that they do not contain Sensitive PII.
6. Record the date, time, place, subject, chairperson, and attendees at any meeting involving Sensitive PII.
7. Do not distribute or release Sensitive PII to Authority employees, contractors, or other third parties unless the release is authorized, proper and necessary.
8. When discussing Sensitive PII on the telephone, confirm that you are speaking to the identified person or their designated representative before discussing any information. Inform the caller that the discussion will include Sensitive PII.
9. Never leave messages containing Sensitive PII on voicemail.
10. Only print, extract, or copy Sensitive PII when required for administration of the Housing Choice Voucher Program.
11. Before emailing, printing, or making paper copies, redact Sensitive PII that is not necessary for your immediate use or required for administration of the Housing Choice Voucher Program.
12. Never leave Sensitive PII unattended on a desk, network printer, fax machine, or copier.
13. All computer systems, electronic devices, and portable media used to conduct business with the Authority will be used for business purposes only.
14. Use a privacy screen if you regularly access Sensitive PII in an unsecured area where the public can see your screen.
15. Lock your computer when you leave your desk.
16. Do not permit your computer to remember passwords.
17. All computer systems used to conduct business with the Authority must be encrypted.

18. All electronic devices and portable media must be password protected.
19. Do not use your personal computer to access, save, store, or host Sensitive PII.
20. Do not transfer files to your home computer or print records on your home printer.
21. Do not forward e-mails containing Sensitive PII to your personal email account so you can work on it on your home computer.
22. Do not post Sensitive PII on any Internet site.
23. If someone sends you Sensitive PII in an unprotected manner, you must protect that data in the same manner as all Sensitive PII you handle once you receive it.
24. If someone sends unsecured Sensitive PII in the body of an e-mail to you, you must encrypt that data if you wish to email it to anyone else.

E. Transporting Sensitive PII

1. Physically secure Sensitive PII when in transit.
2. Never leave paper files, computers, electronic devices, or portable media in plain sight in an unattended vehicle. If you must leave it in a car, lock it in the trunk so that it is out of sight.
3. Do not leave your paper files, computers, electronic devices, or portable media in your car overnight.

F. Transfer of Sensitive PII

1. When mailing outbound correspondence that contains Sensitive PII, use the following quality controls:
 - a. Seal Sensitive PII materials in an opaque or tinted envelope.
 - b. If using window envelopes, place the Sensitive PII away from the window so it cannot be seen.
2. Email Sensitive PII within an encrypted attachment with the password provided separately (e.g., by phone, another email, or in person). Do not send Sensitive PII within the body of an email.
3. Limit the transmission Sensitive PII by fax. Take appropriate measures to protect the confidentiality of the fax:
 - a. Alert the recipient prior to faxing so they can retrieve it as it is received by the fax machine.
 - b. After sending the fax, verify the recipient received the information.

G. Storage of Files Containing Sensitive PII

All files are to be maintained in the office(s) designated by the Contractor and are subject to all security requirements outlined within this Agreement. The Contractor shall take reasonable steps to prevent the theft of paper and electronic files that contain PII. Such steps shall include but not be limited to:

1. Physically secure paper files containing Sensitive PII when not in use or not otherwise under the control of the Contractor. Store all documents containing SSNs or other data elements of personal information in a physically secure manner, such as in locked drawers, cabinets, desk, or file room.
2. Prevent unauthorized access of Sensitive PII by members of the public or persons not designated by the Contractor.
3. All files must be stored in fireproof cabinets (Underwriters Laboratories - UL rated file cabinets) and/or the Contractor must have a fire suppression system in place. The files must be secured from the general public either by containing locking mechanisms with keys provided to only Key Persons or located in a locked room. All files must be labeled CONFIDENTIAL.
4. Keep accurate records of where Sensitive PII is stored, used, and maintained.
5. Only store Sensitive PII on computers, other electronic devices, or portable media that can be secured. SSNs must not be stored on computers, other electronic devices, or portable media that are not secured against unauthorized access.
6. Physically secure electronic devices or portable media that contain Sensitive PII when not in use or not otherwise under the control of the Contractor. Store all documents containing SSNs or other data elements of personal information in a physically secure manner, such as in locked drawers, cabinets, desk, or file room.
 - a. All computers used for the administration of the Housing Choice Voucher Program must have current up-to-date encryption software.
 - b. All computers used for the administration of the Housing Choice Voucher Program must have current up-to-date anti-virus software.
 - c. All computers used for the administration of the Housing Choice Voucher Program must be used for business purposes only and by authorized personnel.
 - d. All other electronic devices and portable media must be password protected.
 - e. Do not place Sensitive PII on shared drives, multi-access calendars, the Intranet, or the Internet.

H. Destruction of Sensitive PII

Sensitive PII shall be destroyed when retention of the data is no longer required. Retention schedules for paper files and electronic data will be outlined by the Authority. If the Contractor no longer needs program data to render Services, or if the Contractor ceases to provide Services, the Contractor shall remove/dispose Electronic Data and Access Codes from any and all storage media that may be used, including but not limited to hard drives, flash drives, CDs, PCs, laptops, DVDs, zip drives, hand-held organizer, and storage services on the World Wide Web. When the Contractor ceases to use a computer, the Contractor shall:

1. Dispose of paper files containing Sensitive PII appropriately by using cross-cut shredders, burn bags, or a professional destruction service agency. Secure all information awaiting removal. Sensitive PII must not be discarded in waste baskets, trash or the usual recycling receptacles.
2. Dispose of electronic files containing Sensitive PII appropriately by permanently erasing (not just delete) electronic records. At least three (3) passes with a disk wiping utility is required.
3. Dispose of portable media containing Sensitive PII appropriately by permanently erasing (not just delete) electronic records. At least three (3) passes with a disk wiping utility is required. See Department of Information Technology Procedure 1350.90 Secure Disposal of Installed and Removable Digital Media.

If the Contractor believes it is required to retain program data, the Contractor shall:

1. Advise the Authority's Resource Specialist in writing of the requirement; and
2. Retain the data in a manner and format described in this Exhibit. If the Contractor ceases to administer the Services set forth in this Agreement and the Exhibits attached and incorporated into this Agreement, the Contractor must send written notice to the Resource Specialist indicating all removal methods have been completed. Failure to comply with this provision will result in the contractor not receiving any final payments.

I. Username and Password Protection

1. All usernames and passwords issued by the Authority for administration of the Housing Choice Voucher Program shall remain confidential and shall not be shared with anyone other than the person assigned to that username and password.
2. The Contractor must submit a revised Key Persons form (Exhibit F) and a MSHDA 1796 form to the System Manager to acquire access to information systems and databases for new personnel.
3. The Contractor must notify the System Manager within two (2) business days of the termination of a Key Person as identified in Exhibit F of this Agreement so that access to information systems and databases can be revoked.

J. Security Breach

In the event of a security breach, the Contractor shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

1. The Contractor must report all Security Breaches, whether suspected or confirmed, to the System Manager promptly, but no later than one (1) business day, of the incident. If the System Manager is unavailable, or if there is a potential conflict of interest, report the incident to the Resource Specialist, Regional Manager, or Division Director.
2. Document or maintain records of information and actions relevant to the incident as they may be required in the Security Breach handling report.
 - a. Date and time of Security Breach;
 - b. Type of Security Breach (e.g. virus, hacking, e-mail, etc.);
 - c. Person(s) involved in Security Breach, if identifiable; and
 - d. Date and time Security Breach was reported and to whom.
3. Any alleged violations that may constitute criminal misconduct, identify theft or other serious misconduct, or reflect systemic violations within the management of the Program will be reported to the Authority Compliance Unit as part of the Security Breach reporting Process.
4. When reporting a Security Breach, do not further compromise the information or risk causing another Security Breach:
 - a. Do not forward the compromised information when reporting an incident.
 - b. If and when the compromised PII is needed, you will be given instructions regarding the individual to send it to and the process for submission.

If you see Sensitive PII in an email that you suspect constitutes a Security Breach, remember that the information is duplicated and further compromised if you forward or reply to it.

Security Agreement

The Contractor shall comply with the security requirements outlined within Exhibit E. The Authority reserves the right to inspect files and electronic information for the purpose of confirming the adequacy of the Contractor's security practices. The Contractor agrees to respond to Authority requirements concerning the security plan to the Authority's reasonable satisfaction. The Contractor shall complete and submit to the Authority the Security Requirements Plan attached and incorporated into this Agreement as Exhibit E upon execution of this Agreement.

The Contractor understands that failure to comply with the security requirements outlined in Exhibit E will be considered a material breach of this Agreement. Further, the Contractor understands that failing to promptly notify the Authority of a security breach will also be considered a material breach of this Agreement.

As the Authorized Signatory for the Contractor, I have read and understand the security requirements outlined in Exhibit E. The Contractor understands and agrees to comply with all contents found within Exhibit E. The Contractor understands that failure to comply with the security requirements outlined in Exhibit E will be considered a material breach of this Agreement. Further, the Contractor understands that failing to notify the Authority of a security breach will also be considered a material breach of this Agreement.

Denise Soldenski:

Director of Housing & Neighborhood
Development:

Date:

CONTRACT NO. 21-12-HCV

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

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EXHIBIT F

KEY PERSONS OF THE CONTRACTOR



HOUSING CHOICE VOUCHER PROGRAM

Agreement to Use and Release Information to Authority CERTIFICATE VERIFYING KEY PERSONS OF THE CONTRACTOR

Instructions to Independent Contractor (“Contractor”): Please have each Key Person sign this *Agreement to Use and Release Information to Authority* (“Release”). Please use one Release for each Key Person.

“Key Persons” are those individuals performing services and those performing services who may be subject to the State Employees’ Retirement Act, 2007 PA 95, MCL 38.68c. The Michigan State Housing Development Authority (“Authority” or “MSHDA”) will approve a Key Person only if (a) the Key Person signs the Release, (b) the Criminal Screenings review does not reveal any criminal records that the Authority, in its sole discretion, deems unacceptable, and (c) is not an active Participant on the Program or a current Waiting List Applicant for the Program. In addition, the Contractor will be required to submit additional forms for new service personnel performing services who may be considered Key Persons.

Key Person	
<p>I hereby agree to disclose my name, title, and Social Security Number, to the Michigan State Housing Development Authority for the purpose of allowing the Authority to perform an Internet Criminal History Access Tool review. I understand that the Authority will use the Criminal Screenings review to determine whether I can serve as a Key Person for the Contractor and perform services as an employee or agent of the Contractor under the Housing Agent Agreement between the Contractor and the Authority. I understand that my Social Security Number will not be available to the public.</p> <p>Further, I agree to authorize the Authority to use the information I have provided above to perform a background check. The background check includes, but is not limited to, criminal screenings and assessments to ensure Key Persons are not either Participants or Applicants for the MSHDA Housing Choice Voucher Program.</p>	
Key person name:	
Title with Contractor:	Social Security Number:
Race: American Indian/Alaska Native Asian Black/African American Native Hawaiian/other Pacific Islander White Other:	Date of birth: Gender: Veteran: Yes No Ethnicity: Hispanic Non-Hispanic
Key Person Signature: X	Date:

Contractor	
<p>The Contractor acknowledges that the above is a Key Person of the Contractor in accordance with Section 11 of the Housing Agent Agreement.</p>	
Is the Key Person listed above a retiree who receives a pension from the Michigan State Employees Retirement System? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of Contractor:	Federal Identification Number:
Name of Signatory for Contractor/Subgrantee:	
Signatory Signature: X	Date:

To: Mike Womack, City Manager; City Commissioners & City Attorney
From: Denise Soldenski, Director of Housing & Neighborhood Development
Date: December 18, 2023
RE: Request approval of MSHDA Independent Contractor Staff Contracts for 2024 MSHDA HCV Administration

STAFF RECOMMENDATION

The Housing Improvement Department (HID) recommends that the City Commission approve the budgeted staff contracts for 1/1/2024 – 12/31/2024 that coincide with the City of Lapeer/ Michigan State Housing Development Authority (MSHDA) Housing Choice Voucher Administration 2024 amended contract extension and authorize the Mayor and City Manager to execute those contracts.

CURRENT OR NEW INFORMATION

The Director of Housing requests that the Commission approve the following contracts for existing independent contractors to continue services for the Michigan State Housing Development Authority (MSHDA) 2024 Housing Choice Voucher Administration Contract. The rates below are included in the FY 2023-2024 Housing Dept. budget, no adjustment necessary.

The Housing staff contacts have been reviewed by the City Attorney in advance of this memo. Draft contracts are attached which include one redline version showing the City Attorney's recommended changes. The City Attorney had no changes to the contract exhibits. The HID and independent contractors have agreed to incorporate all but two of the City Attorney recommendations into final versions of the contracts. The first is regarding the amount of notice for termination of the contract. Both the independent contractors and the City would mutually benefit from having 45 day notice vs. 30 day notice for termination. The second is regarding the statement that the City has the right to set office hours. This has been modified to state that, "based on the contract requirements by MSDHA to hold regular office hours, the City and the contractor will negotiate to set regular weekly hours".

Housing Quality Standard Inspector: Rates = \$26,000/year with potential for a \$250/year bonus.

Housing Choice Voucher Processor: Rate = \$47,000/year with potential for a \$1000/year bonus and Homeownership program bonus payouts.

Housing Choice Voucher Specialist: Rate = \$47,000/year with potential for a \$1000/year bonus and Homeownership program bonus payouts.

All rates represent an approximate 3% budgeted increase from the last contract. Staff bonuses will occur only if the City of Lapeer receives corresponding incentive bonuses from MSHDA for high performance and Homeownership program for the calendar year.

The HID administers this program with one contracted HCV Specialist, one contracted HCV Processor and a contracted HCV Inspector. Each of the independent contractors has specialized skills and training for administration of the HCV program; especially knowledge of the MSHDA standard operating procedures, policies, and software programs. Other City of Lapeer Housing employees share in the HCV responsibilities and perform specific duties to assist the core staff. All staff members are integral to the continued success of this program.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

The City of Lapeer's Housing Improvement Dept. was awarded the Michigan State Housing Development Authority (MSHDA) 2022-2023 Housing Choice Voucher Administration for Lapeer, Huron & Tuscola Counties along with 35 VASH vouchers. This 2024 MSHDA HCV Administration contract amendment has been offered to the City of Lapeer to run from 1/1/2024 – 12/31/2024 as a one-year extension of the 2022-2023 contract.

Under separate memo, the City Commission may grant the Director of Housing and Neighborhood Development approval to sign the 2024 HCV Administration contract with MSHDA on behalf of the City of Lapeer per resolution dated December 18, 2023.

AGENDA ITEM REVIEW

Meeting Date: December 18, 2023

Date Reviewed: December 13, 2023

Consent:

Administrative: X

Reviewed By: R. Sanchez, City Clerk

Public Hearing:

Michigan State Housing Development Authority (MSHDA) Housing Choice Voucher (HCV) staff independent contractor contracts (no change to exhibits) **after** City Attorney review.

1. HCV Inspector
2. HCV Processor
3. HCV Specialist

HOUSING CHOICE VOUCHER INSPECTOR INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into between the City of Lapeer Housing Department (hereinafter referred to as "City") and _____ for the position of HOUSING CHOICE VOUCHER INSPECTOR (hereinafter referred to as "Contractor" or "you" or "your.")

1. **Term.** Unless terminated earlier as permitted herein, ~~The term of the Agreement shall be from January 1st, 2024 through December 31, 2024 (the "Term").~~ Regardless of the Term, the City may, in its sole discretion, terminate this Agreement if the City's contract with the Michigan State Housing Development Authority ("MSHDA") that supports and/or requires the Services (as defined herein): (i) is terminated; (ii) modified such that the Services are not required; or (iii) modified such that the scope of the Services is changed. Further, ~~Either party may terminate the contract~~this Agreement by providing the other party with ~~45~~ 30-45 days written notice or in the event the Michigan State Housing Development Authority (MSHDA) contract is terminated. ~~The City is not liable to compensate Contractor for Services not performed or for any time after this Agreement expires or is terminated.~~ The term of this agreement is co-terminus with the MSHDA contract and shall only continue or be extended in relationship to the continuance of the MSHDA contract for which services are provided for under this agreement.

2. **Services.** Pursuant to this Agreement, ~~The independent contractor~~Contractor shall provide services as are necessary to the City ~~to ensure the City is compliant~~ee with the Michigan State Housing Development Authority's (MSHDA's) Housing Choice Voucher (HCV) program. ~~You will~~Contractor shall keep the City and its employees apprised on all matters and perform such services at such reasonable times as reasonably necessary to ensure compliance with the Housing Choice VoucherHVC program. The services to be performed under this Agreement are ~~as required in this Paragraph and as set forth in in greater detail in the attached contractor responsibilities description attached hereto as Exhibit A, which may be modified from time to time at the sole discretion of the City. Collectively all services required to be performed by Contractor pursuant to this Agreement, entitled "Exhibit A," shall be referred to as the "Services".~~

3. ~~Services rendered under this Agreement are not personal and may be performed by the independent contractor's employees or sub-contracted, however any employee or subcontracted person or entity must be similarly trained, licensed and qualified to perform the Housing Choice Voucher services, as determined by MSHDA and HUD.~~

2.

4. ~~3.~~ **Compensation.** In exchange for the Services over the Term, ~~The City will pay you~~ Contractor **\$26,000/year (the "Compensation")**. The Compensation shall be paid to Contractor in equal installments over the Term every two weeks, for Services provided the prior two weeks, on the same schedule as employees for the City are paid. Contractor's entitlement to the

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Compensation, is subject to Contractor completing the Services consistent with the requirements of this Agreement. Contractor is not eligible to participate in any employee benefit programs offered to City employees. Further, the City shall not be obligated to pay the Compensation during any period or in which Contractor is unable to or does not render the Services. In addition to the Compensation, the City shall pay Contractor ~~with an incentive bonus of \$250 for~~ if the City determines Contractor has obtained high performance status related to the Services (the "Incentive Bonus") ~~to be paid by Feb. 28th, 2025.~~ For purposes of this Agreement, high performance status will be determined by whether or not the City of Lapeer receives a performance incentive payment from MSHDA related to the Services for the 2024 calendar year-- (i.e. if the City does not receive a performance incentive payment, the contractor Contractor shall not be eligible to will not receive incentive bonus the Incentive Bonus; if the City does receives a MSDHA performance incentive payment, the contractor will Contractor is entitled to receive the incentive Bbonus). If the City determines Contractor is eligible for the Incentive Bonus, such shall be paid to Contractor on or before February 28, 2025. The City shall have no liability to Contractor except to pay the Compensation and Incentive Bonus, if eligible. The City will not withhold FICA (Social Security and Medicare taxes) from any payment to Contractor or make FICA payments of Contractor. Likewise, the City will not make state or federal unemployment compensation contributions on Contractor's behalf. Contractor shall pay all taxes incurred while performing the Services including all applicable income taxes and, if Contractor is not a corporation or limited liability company, self-employment (Social Security) taxes. On demand, Contractor shall provide City with proof that such payments have been made. Payment to the contractor shall be made every two weeks, scheduled through the City Commission's authorization of payments in the regular course of business, for services previously rendered, and will be made payable to the Contractor's established corporation or company, so long as the work product meets the minimum contractual requirements. The contractor will not participate in any employee benefit programs offered by the City to its employees. The City shall not be obligated to pay compensation during any period in which you are unable to render the services requested because of sickness, injury, or other disability.

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5.3. Independent Contractor. ~~Your relationship to the City shall be that of an~~ Contractor is an independent contractor and not of an officer, employee, or agent of the City. Contractor shall control the means and methods of providing the Services. The City retains control over all provided by the City. Based on the contract requirements by MSHDA to hold regular office hours, the City and the contractor will negotiate and set regular weekly hours including, the right to set office hours. The City shall have no liability to you except to pay your compensation as outlined herein. The City will not withhold FICA (Social Security and Medicare taxes) from your compensation or make FICA payments on your behalf. Likewise, the City will not make state or federal unemployment compensation contributions on your behalf. You will pay all taxes incurred while performing services under this Agreement including all

~~applicable income taxes and, if you are not a corporation, self-employment (Social Security) taxes. On-demand, you shall provide City with proof that such payments have been made. The Services are not personal and may be performed by Contractor's employees or sub-contractors, provided that any person or entity performing the Services must be: (i) adequately trained; (ii) licensed; (iii) qualified to perform the HVC programs services, as determined by MSHDA and the Department of Housing and Urban Development ("HUD"); and (iv) meet the Minimum Qualifications set forth below.~~

6.4. Minimum Qualifications. Contractor certifies that he/she has at a minimum a High School Diploma, two years of relevant experience ~~as it relates to the functions of Contractor necessary to perform the Services as required herein; for full qualifications see Contractor Responsibilities description titled "Exhibit A."~~ Contractor is experienced in Housing Choice Voucher Inspector work, has been trained and holds applicable certifications ~~deeming them Contractor qualified to administer the Housing Choice Voucher Program as it pertains to the MSHDA/HUD contract with City of Lapeer.~~

7.5. Ethics. It is the collective interest of both the Contractor and the City that the City and its residents are served in the highest ethical manner possible. Consequently, the Contractor agrees that all activities ~~and Services performed pursuant to this contract Agreement will be carried out with appropriate consistent with the highest level of ethics ethical, and legal standards of conduct. The Contractor shall be responsible for identifying and advising the City of any potential, actual, or apparent conflicts of interest. Regardless of the Term, the City may terminate this Agreement, if the City determines there is a conflict of interest.~~

8.6. Records. ~~Any All records or other documents (including copies, summaries, or disks or other medium for electronic storage of information) prepared or acquired by the independent contractor Contractor in performing services, the Services to the City belong to the shall be considered property of the City and shall be surrendered to it City upon request or or upon expiration or termination of this Agreement. All records Records pertinent to the related to this agreement Agreement or the Services may be subject to public disclosure under the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 et seq.~~

9.7. Fringe Benefits. ~~As an independent contractor, you Contractor understands that neither Contractor nor its you, your employees nor or subcontract personnel are eligible to participate in any City of Lapeer employee pension, health, vacation pay, sick pay, or other fringe-benefit plan of the City.~~

10.8. Insurance. ~~The Contractor shall not commence work performance of the Services under this contract until she/he Contractor has obtained the insurance required under this paragraph herein. All coverage will be with insurance companies licensed and admitted to do business in the State of Michigan and which are deemed. All coverages shall be with insurance carriers acceptable to the City.~~

Workers Compensation Insurance – City shall not obtain worker's compensation insurance on ~~your behalf~~Contractor's behalf. The Contractor shall procure a sole proprietorship exemption in lieu of workers compensation if the Contractor does not engage any employees to assist in the fulfillment of this Agreement. Proof of either workers compensation insurance or no requirement for same shall be provided to the City at the City's request.

Unemployment Compensation – ~~The City shall make no state or federal unemployment compensation payments on your Contractor's behalf or in regard to the Services. You Contractor shall will not be entitled to unemployment compensation these benefits in connection with work performed under this Agreement the Services or this Agreement. If you file a Contractor petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by you Contractor shall be deducted from and be an offset against the amount of compensation due and payable to you Contractor by the City under this Agreement.~~

Commercial General Liability Insurance – ~~the Contractor shall procure and maintain during the life Term of this contract Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits on liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent.~~

11.9. Proof of Insurance Coverage. ~~The Contractor shall provide City at the time the contract this Agreement is executed are returned by her/him for execution, certificates and policies as listed herein: one (1) copy of Certificate of Insurance for Workers Compensation Insurance or Sole Proprietor documentation per the City of Lapeer requirements and as appropriate under State of Michigan law; and one (1) copy of Certificate of Insurance for Commercial General Liability Insurance. If any of the above coverages expire during the term of this contract Term, the Contractor shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date. Failure to maintain insurance as required herein shall be considered a breach of this Agreement agreement.~~

12.10. City Income Tax. ~~The contractor Contractor, and any employees or sub-contractors retained on Contractor's behalf to perform all or part of the work or service Services contracted for by the City within the City of Lapeer, shall comply with Chapter 23 of the Ordinances of the City of Lapeer, that being the City's income tax ordinance, by completing an Employer Withholding Registration Form, filing quarterly withholding on all employees working in the City and by filing an annual return on contractor's net profit. The contractor Contractor shall ensure that all its employees or sub-contractors comply with the terms and provisions of the City Income Tax~~

Ordinance and shall furnish to the City the names and addresses of all such employees and sub-contractors or be responsible for the payment to the City of the income tax under the Ordinance pursuant to its terms.

13.11. Indemnification. Regardless of fault, Contractor assumes all responsibility for and shall indemnify, defend, and hold the City harmless from and for any and all liability for losses, expenses, fines, taxes, fees (including attorney fees), costs, penalties, damages, injuries (including personal injury), demands, complaints, and/or claims arising in any way out of the Services or this Agreement in connection with or arising from any injury, or alleged injury to property of the City or others sustained or alleged to have been sustained in connection with or to have arisen from the performance of the work or operations of the Contractor, its sub-contractors, agents, and employees including losses, expenses or damages sustained by the CITY pursuant to or associated with this Agreement. Contractor's obligations pursuant to this paragraph apply regardless of whether Contractor or one of Contractor's employees or subcontractors performs the Services.

Further, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents and employees from and against any and all claims from any source and losses accruing or resulting to any and all contractors, sub-contractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, up to and including death, and from and against any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement, including any liability for their failure to be properly insured.

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14.12. Cancellation Notice. Workers Compensation Insurance and Commercial General Liability Insurance as described above, shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material change shall be sent to:

Tracey Russell, Executive Assistant to City Manager
City Hall, 576 Liberty Park, Lapeer, MI 48446

15.13. Entire Agreement. This contract Agreement constitutes the entire contract agreement between the parties and supersedes all prior agreements or understandings between City and Contractor. No oral representations shall amend or modify this contract which can only be amended with written consent of all parties hereto.

16.14. Governing Law. This Agreement contract shall be governed by the laws of the State of Michigan and shall be binding upon the Contactor's successors, assigns, and legal representatives.

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This agreement was entered into this 4th-18th day of December, 2023.

City of Lapeer

By: _____
Deborah Marquardt, Its Mayor

By: _____
Mike Womack, Its City Manager

Contractor

By: _____

Its: _____

DRAFT

Contractor Responsibilities Exhibit "A"

Contractor Title: Housing Choice Voucher (HCV) Inspector
Department: Housing Improvement Department
Prepared by: Denise Soldenski, Director of Housing & Neighborhood Dev.
Prepared Date: November 2014
Revised: November 9th, 2023

Summary

Performs Housing Quality Standard (HQS) Inspections and/or National Standards for the Physical Inspection of Real Estate (NSPIRE) and other defined tasks to accomplish compliance and high performance under the City of Lapeer's contract with the Michigan State Housing Development Authority (MSHDA) for Housing Choice Voucher (HCV) administration. Follows all Department of Housing and Urban Development (HUD) and MSHDA 2024-2025 Contract parameters, program regulations as well as Standard Operating Procedures (SOP) and Elite database procedures.

Essential Duties and Responsibilities

Contractual essential duties and responsibilities, may include, but are not limited to, the following tasks, knowledge, skills and other characteristics. This list of tasks is illustrative of the requirements of only the Michigan State Housing Development Authority's (MSHDA) Housing Choice Voucher (HCV) program and HUD requirements and is not a comprehensive listing of all functions and tasks performed by the HCV Inspector. The HCV Inspector's main duty and responsibility is to work towards and ensure that the City's Housing Choice Voucher (HCV) program is compliant with MSHDA and HUD rules and requirements.

1. Conduct initial inspections, re-inspections, annual inspections, special and/or quality inspections of rental properties in the HCV Program to help insure that the rental properties are in compliance with the Federal HUD HQS/NSPIRE and MSHDA Standard Operating Procedures as well as the MSHDA HQS/NSPIRE guidebook including Lead Paint Inspection Guidelines;
2. Knowledge of current MSHDA SOP where applicable to the inspection process and HQS/NSPIRE/Lead Paint regulations;
3. Coordinate inspection appointments with Landlords and Tenants using required MSHDA Notice of Inspection form from the client list generated by MSHDA's Elite software system. Landlord and Tenants must be provided a minimum of a 72 hour notice of inspection. Inspections should occur between the hours of 8am and 7pm, typically on business days only. Inspection time blocks should be no longer than 4 hours;
4. Provide inspection schedule to City of Lapeer at beginning of each month, preferably prior to first inspection of the month.
5. Initial inspections must be completed within 10 calendar days of notification by the City of Lapeer. Re-inspections of initial inspections must be completed within 5 business days of notice from the landlord that corrections have been made. If

- necessary, contractor will return to do follow-up inspections to verify that: a.) all utilities are properly in service prior to passing the inspection (i.e. HAP contract cannot be executed until unit passes with utilities); b.) tenant supplied appliances are installed and working properly within 30 days of HAP contract approval (i.e. HAP Contract can be signed only after confirmation from family that appliances are present and working). When appliances are not present at confirmatory inspection, contractor will note in the appliance comment section of HUD 52580 (or on electronic tablet or cell phone application) and notify City of Lapeer staff so that termination can take place promptly.
6. When necessary, for units built prior to 1978, provide the MSHDA 105c, Stabilizing Deteriorated Paint Brochure to landlords;
 7. Annual inspection dates must occur within 730 calendar days of the previous inspection for that unit, and should be scheduled at least 60-90 days in advance of the inspection due date. Annual Re-inspections must be completed within 30 days of the initial fail date. Contractor must follow the MSHDA protocol for 24 hour fail items (i.e. repair must be verified within 24 hours or notification of abatement of HAP payment must occur);
 8. Coordinate regularly with the HCV Specialist on initial HQS/NSPIRE inspections. HUD/MSHDA requires that initial HQS/NSPIRE inspections be completed so that determination of unit adequacy and notification to the family/landlord can occur within 15 days of the Request for Tenancy Approval (RFTA) being submitted to the City of Lapeer. Initial inspections shall be completed within 10 days of request by the City of Lapeer. Re-inspections for initial inspections shall occur within 5 business days of the date the owner notifies contractor that corrections have been completed;
 9. Prepare and distribute deficiency notices to the landlord and tenant within 3 business days of the inspection date for units with a failed inspection;
 10. Schedule re-inspections for units receiving failed inspection. Re-inspections must be completed within 30 days of the date of the initial inspection (unless a 24 hour fail). If a notice of re-inspection is made via mail the Inspector must complete a Notice of Inspection to the Tenant and Landlord;
 11. Unless using electric handheld tablet, provide the original completed inspection form and accompanying documents (passed unit) or a copy of the completed inspection form (fail) to the City of Lapeer office within the earlier of 5 business days of the date of actual inspection or by 3 business days before the inspection expires so that prompt entry into the Elite system can be processed per MSHDA requirements, if necessary. After the re-inspection passes, provide the original completed inspection form with the accompanying documents within 5 business days of the date of re-inspection so that prompt entry into the Elite system can be processed per MSHDA requirements if necessary;
 12. Per MSHDA SOP, will properly and accurately use electronic hand-held tablet or cell phone and HQS/NSPIRE Application to conduct and document HQS/NSPIRE inspections per MSHDA training and upload/sync tablet/phone to Elite after each inspection date preferably prior to 8am the following day. Tablet to be provided for use by the City of Lapeer.
 13. Supply and wear protective footwear and personal protective equipment (PPE)

- upon participant/tenant/landlord request during inspections and PPE when required by MSHDA or City of Lapeer;
14. Report no shows and failed re-inspections to the City of Lapeer (HCV Specialist and/or Processor) immediately in writing, and specifically follow MSHDA SOP for proper notifications to both tenant and landlord for no shows. Inspector is responsible for tenant/landlord notifications (door hangers, mailed final notices of inspection);
 15. Notify the HCV Specialist and Processor immediately when abatements and/or exterior delays are necessary so that the proper paperwork can be completed in a timely manner per MSHDA SOP;
 16. A complete set of paperwork (hereinafter the "packet") for each scheduled inspection includes:
 - Notice of Inspection (or "verbal" can be used when necessary, per MSHDA SOP)
 - Inspection Form – Including signature of the inspector and person present for inspection along with other required information. This is eliminated with electronic hand-held tablets.
 - Deficiency Notice – If the initial inspection failed.
 - Notice of Re-Inspection or a completed verbal appointment on the front page of the Inspection report if necessary.
 - Any door hangers/MSHDA 73s
 - Any MSHDA 77 Supplemental Information Forms relating to the particular inspection (i.e. rescheduled inspections/re-inspections)
 - * A deduction of \$5.00 per inspection will be made for any incomplete, inaccurate or untimely inspection paperwork that results in a MSHDA performance error for the City of Lapeer Housing Department. The \$5.00 deduction will also be made if the inspection form is missing a valid signature of the person over 18 years of age present during the inspection, if/when necessary.
 17. Compare unit type noted in the Elite Unit entry module to the actual unit type. Report, in writing, any discrepancies to the City of Lapeer HCV Specialist, Processor or Compliance Specialist;
 18. Review the Reasonable Accommodation lists (either Elite or request from City of Lapeer) to confirm proper use of unit per MSHDA approved Reasonable Accommodation. The inspector must note how the bedroom is being used on the Inspection Checklist, HUD52580 page 7 or on the handheld via comments, during each annual inspection. Report all discrepancies to City of Lapeer;
 19. Utilize the City of Lapeer maintained direct line to retrieve messages from Tenants, Landlords, and City of Lapeer Housing Staff related to inspections;
 20. Include any necessary notifications in mailings to tenants/landlords as per requested by the City of Lapeer;
 21. Wear a picture I.D. badge provided by the City of Lapeer to each inspection;
 22. Supply any needed equipment required to effectively complete HQS/NSPIRE inspections, i.e. flashlight, three and two prong socket tester, tape measure, thermometer, PPE, etc;
 23. Report appropriate landlord issues, occupancy situations, fraud, and other related

- matters to the Director of Housing and Neighborhood Development, HCV Specialist, and HCV Processor;
24. Maintain confidentiality of HCV Program tenant information being processed and handled by independent contractor;
 25. Communicate regularly with the Director of Housing and Neighborhood Development, the City's HCV Specialist, HCV Processor and the Housing Compliance Specialist;
 26. Complete any upcoming required MSHDA HQS/NSPIRE training sessions, at own expense, or other MSHDA required training sessions, and present a certificate of completion to the City of Lapeer Housing Department along with completion of the HUD visual Lead Paint online training prior to performing any HQS/NSPIRE inspections;
 27. Inspector will not have any vested interest in any of the properties scheduled for inspection;
 28. Accompany MSHDA and City of Lapeer staff on annual State audit inspections (generally 6 units per year scheduled on the same day); if requested;

Performs other duties as required to fulfill the performance requirements of the MSHDA Housing Agent Contract.

General Knowledge, Skills and Other Characteristics

- Prior knowledge or the ability to learn and follow Federal (HUD), State (MSHDA), and Local (City of Lapeer) regulations and Standard Operating Procedures as they relate to subsidized housing. The ability to interpret and apply relevant policies/regulations to everyday common scenarios;
- Capacity to adapt and embrace frequent changes in policy/procedures when necessary;
- Ability to work responsibly and independently; yet be a valuable participant in a team environment;
- Ability to maintain a professional demeanor and respect/protect confidential personal landlord and client information;
- Ability to be a courteous and respectful customer service representative; yet concisely respond to client questions/concerns as they relate to subsidized housing;
- Ability to network amongst the general public, clients, landlords, realtors, local community members, MSHDA, other City of Lapeer departments in efforts to develop and maintain effective working relationships;
- Skilled knowledge of computer systems for daily usage and communication (i.e. Word, Excel, databases, internet, electronic filing, Outlook email).
- Skilled ability to organize multiple tasks and prioritize accordingly to meet program deadlines;
- Ability to work with hard copy and electronic documentation; and knowledge of standard records and general file management;
- Professionalism in handling confidential information

Minimum Qualifications

- High School Diploma and two years relevant, progressively responsible clerical, case management or related work in subsidized housing, property management, public housing programs or closely related duties involving working with diverse clients;
- Valid State of Michigan Driver's license;
- Contractor must have general liability insurance in the amount of \$500K per occurrence/\$1 million aggregate with the City of Lapeer named as an additional insured;
- Competency utilizing computer systems/software;
- Ability to obtain approval as a Key Person through the MSHDA screening process;
- Ability to complete multiple functions accurately and timely

Physical Demands

The physical demands described here are representative of those that must be met by the contractor to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the contractor is frequently required to stand; use hands and fingers to handle or feel objects; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The contractor is occasionally required to taste or smell. The contractor must frequently lift and/or move up to 15 pounds and occasionally lift and/or move up to 35 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Must be able to deal with a high volume of stress.

HOUSING CHOICE VOUCHER PROCESSOR INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into between the City of Lapeer Housing Department (hereinafter referred to as "City") and _____ for the position of HOUSING CHOICE VOUCHER PROCESSOR (hereinafter referred to as "Contractor" or "you" or "your.")

1. **Term.** Unless terminated earlier as permitted herein, the term of the Agreement shall be from January 1st, 2024 through December 31, 2024 (the "Term"). Regardless of the Term, the City may, in its sole discretion, terminate this Agreement if the City's contract with the Michigan State Housing Development Authority ("MSHDA") that supports and/or requires the Services (as defined herein): (i) is terminated; (ii) modified such that the Services are not required; or (iii) modified such that the scope of the Services is changed. Further, either party may terminate this Agreement by providing 45 days written notice. The City is not liable to compensate Contractor for Services not performed or for any time after this Agreement expires or is terminated.
2. **Services.** Pursuant to this Agreement, Contractor shall provide services as are necessary to ensure the City is compliant with MSHDA's Housing Choice Voucher (HCV) program. Contractor shall keep the City and its employees apprised on all matters and perform such services at such times as reasonably necessary to ensure compliance with the HVC program. The services to be performed under this Agreement are as required in this Paragraph and as set forth in the contractor responsibilities description attached hereto as Exhibit A, which may be modified from time to time at the sole discretion of the City. Collectively all services required to be performed by Contractor pursuant to this Agreement shall be referred to as the "Services".
3. **Compensation.** In exchange for the Services over the Term, the City will pay Contractor \$47,000/year (the "Compensation"). The Compensation shall be paid to Contractor in equal installments over the Term every two weeks, for Services provided the prior two weeks, on the same schedule as employees for the City are paid. Contractor's entitlement to the Compensation, is subject to Contractor completing the Services consistent with the requirements of this Agreement. Contractor is not eligible to participate in any employee benefit programs offered to City employees. Further, the City shall not be obligated to pay the Compensation during any period or in which Contractor is unable to or does not render the Services. In addition to the Compensation, the City shall pay Contractor an incentive bonus of \$1000 if the City determines Contractor has obtained high performance status related to the Services (the "Incentive Bonus"). For purposes of this Agreement, high performance status will be determined based on whether the City receives a performance incentive payment from MSHDA related to the Services for the 2024 calendar year (i.e. if the City does not receive a performance incentive payment, Contractor shall not be eligible to receive the Incentive Bonus; if the City receives a MSDHA incentive payment, Contractor is entitled to receive the Incentive Bonus). If the City determines Contractor is eligible for the Incentive Bonus, such shall be paid to Contractor on or before February 28, 2025. In addition, Contractor shall receive a maximum incentive of \$300 for the Term (the "MSDHA Bonus") based upon the MSDHA Key to Homeownership Program detailed in Exhibit B. The City

shall have no liability to Contractor except to pay the Compensation, Incentive and MSHDA Bonuses if eligible. The City will not withhold FICA (Social Security and Medicare taxes) from any payment to Contractor or make FICA payments of Contractor. Likewise, the City will not make state or federal unemployment compensation contributions on Contractor's behalf. Contractor shall pay all taxes incurred while performing the Services including all applicable income taxes and, if Contractor is not a corporation or limited liability company, self-employment (Social Security) taxes. On demand, Contractor shall provide City with proof that such payments have been made.

3. **Independent Contractor.** Contractor is an independent contractor and not of an officer, employee, or agent of the City. Contractor shall control the means and methods of providing the Services. The City retains control over all provided by the City. Based on the contract requirements by MSHDA to hold regular office hours, the City and the contractor will negotiate and set regular weekly hours. The Services are not personal and may be performed by Contractor's employees or sub-contractors, provided that any person or entity performing the Services must be: (i) adequately trained; (ii) licensed; (iii) qualified to perform the HVC programs services, as determined by MSHDA and the Department of Housing and Urban Development ("HUD"); and (iv) meet the Minimum Qualifications set forth below.
4. **Minimum Qualifications.** Contractor certifies that he/she has at a minimum a two year college degree and relevant experience necessary to perform the Services as required herein. Contractor is experienced in Housing Choice Voucher Processor work, has been trained and holds applicable certifications deeming Contractor qualified to administer the Housing Choice Voucher Program as it pertains to the MSHDA/HUD contract with City of Lapeer.
5. **Ethics.** It is the collective interest of both the Contractor and the City that the City and its residents are served in the highest ethical manner possible. Consequently, the Contractor agrees that all activities and Services performed pursuant to this Agreement will be carried out consistent with the highest level of ethics and legal standards of conduct. Contractor shall be responsible for identifying and advising the City of any potential, actual, or apparent conflicts of interest. Regardless of the Term, the City may terminate this Agreement, if the City determines there is a conflict of interest.
6. **Records.** All records or other documents (including copies, summaries, or disks or other medium for electronic storage of information) prepared or acquired by Contractor in performing the Services shall be considered property of the City and shall be surrendered to City upon request or upon expiration or termination of this Agreement. Records related to this Agreement or the Services may be subject to public disclosure under the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 et seq.

7. **Fringe Benefits.** As an independent contractor, Contractor understands that neither Contractor nor its employees or subcontract personnel are eligible to participate in any City of Lapeer employee pension, health, vacation pay, sick pay, or other fringe-benefit plan of the City.
8. **Insurance.** Contractor shall not commence performance of the Services until Contractor has obtained the insurance required herein. All coverage will be with insurance companies licensed and admitted to do business in the State of Michigan and which are deemed acceptable to the City.

Workers Compensation Insurance – City shall not obtain worker's compensation insurance on Contractor's behalf. The Contractor shall procure a sole proprietorship exemption in lieu of workers compensation if the Contractor does not engage any employees to assist in the fulfillment of this Agreement. Proof of either workers compensation insurance or no requirement for same shall be provided to the City at the City's request.

Unemployment Compensation – The City shall make no state or federal unemployment compensation payments on Contractor's behalf or in regard to the Services. Contractor shall not be entitled to unemployment compensation benefits in connection with the Services or this Agreement. If Contractor receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by the City under this Agreement.

Commercial General Liability Insurance – Contractor shall procure and maintain during the Term of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits on liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent.

9. **Proof of Insurance Coverage.** Contractor shall provide City at the time this Agreement is executed, certificates and policies as listed herein: one (1) copy of Certificate of Insurance for Workers Compensation Insurance or Sole Proprietor documentation per the City of Lapeer requirements and as appropriate under State of Michigan law; and one (1) copy of Certificate of Insurance for Commercial General Liability Insurance. If any of the above coverages expire during the Term, Contractor shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date. Failure to maintain insurance as required herein shall be considered a breach of this Agreement.

10. **City Income Tax.** Contractor, and any employees or sub-contractors retained on Contractor's behalf to perform all or part of the Services within the City of Lapeer, shall comply with Chapter 23 of the Ordinances of the City of Lapeer, that being the City's income tax ordinance, by completing an Employer Withholding Registration Form, filing quarterly withholding on all employees working in the City and by filing an annual return on contractor's net profit. Contractor shall ensure that all its employees or sub-contractors comply with the terms and provisions of the City Income Tax Ordinance and shall furnish to the City the names and addresses of all such employees and sub-contractors or be responsible for the payment to the City of the income tax under the Ordinance pursuant to its terms.

11. **Indemnification.** Regardless of fault, Contractor assumes all responsibility for and shall indemnify, defend, and hold the City harmless from and for any and all liability for losses, expenses, fines, taxes, fees (including attorney fees), costs, penalties, damages, injuries (including personal injury), demands, complaints, and/or claims arising in any way out of the Services or this Agreement. Contractor's obligations pursuant to this paragraph apply regardless of whether Contractor or one of Contractor's employees or subcontractors performs the Services.

12. **Cancellation Notice.** Workers Compensation Insurance and Commercial General Liability Insurance as described above, shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material change shall be sent to:

Tracey Russell, Executive Assistant to City Manager
City Hall, 576 Liberty Park, Lapeer, MI 48446

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between City and Contractor. No oral representations shall amend or modify this contract which can only be amended with written consent of all parties hereto.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan and shall be binding upon the Contractor's successors, assigns, and legal representatives.

This agreement was entered into this **18th day of December, 2023.**

City of Lapeer

Contractor

By: _____
Deborah Marquardt, Its Mayor

By: _____

Its: _____

By: _____
Mike Womack, Its City Manager

Contractor Responsibilities Exhibit "A"

Contractor Title: Housing Choice Voucher (HCV) Processor
Department: City of Lapeer Housing Improvement Department
Prepared By: Denise Soldenski, Director of Housing and Neighborhood Dev.
Prepared Date: March 23, 2015
Revised: November 9, 2023

Summary

Performs a variety of functions associated with program administration, case processing, compliance and performance for the Michigan State Housing Development Authority (MSHDA) Housing Choice Voucher Program (HCV). Follows all Department of Housing and Urban Development (HUD) and MSHDA 2024-2025 Contract parameters, program regulations as well as Standard Operating Procedures (SOP) and Elite database procedures.

Essential Duties and Responsibilities

Contractual essential duties and responsibilities, as defined under the Americans with Disabilities Act may include, but are not limited to, the following tasks, knowledge, skills and other characteristics. This list of tasks is illustrative only and is not a comprehensive listing of all functions and tasks performed by the Housing Choice Voucher Program Processor. The HCV Processor's main duty and responsibility is to work towards and ensure that the City's Housing Choice Voucher (HCV) program is compliant with MSHDA and HUD rules and requirements.

1. Handles and maintains paperwork confidentially and accurately;
2. Effectively uses the Elite database to accurately pull reports on a monthly basis relating to Annual Re-Exams;
3. Assembles and distributes Annual Re-Exam client packets via mail or in person to ensure document reaches intended party;
4. Responds to requests for income changes, family composition changes, moves, and other situations that prompt a formal change in case status;
5. Properly completes all required background checks on new admissions, annuals, interims, moves, and family changes and identifies the need for further review when necessary;
6. Properly applies SOP to determine eligibility of applicants and continued assistance of participants based on results of background checks;
7. Ensures that all necessary income, asset, disability, and general verifications are completed in a timely manner so that new admissions, annual reviews, interims, and moves meet required deadlines and certification dates;
8. Proactively seeks out missing information from clients;
9. Explains and responds accurately to questions regarding annual re-exams and interims;
10. Applies clearly defined standard operating procedures to client individual situations;

11. Usage of and protection of highly sensitive information retrieved from HUD's Enterprise Income Verification (EIV) system and other sources;
12. Accurately calculates annual adjusted income and income changes per standard operating procedures to avoid costly errors;
13. Accurate entry of income, assets, general family info, etc. into the Elite database system;
14. Processes annual re-exams, interims, and corrections in Elite through to approval;
15. Familiar with all functions in Elite database to avoid errors;
16. Maintains logs to track monthly progress of annual re-exams, interim changes, reasonable accommodations, annual re-exam searching, and HQS abatements;
17. Contacts clients when necessary to provide or obtain information on a regular basis;
18. Identifies and verifies unreported income/assets so that repayment agreements can be processed in a timely manner;
19. Monitors repayment agreements on a monthly basis to determine delinquencies per SOP. Provides and documents verbal and written payment reminders to clients, and if necessary, follows up properly to program termination.
20. Completes repayment calculations accurately and submits to MSHDA in a timely manner per SOP.
21. Identifies and verifies Reasonable Accommodation requests and properly submits to the Michigan State Housing Development Authority (MSHDA) for review;
22. Recognizes special circumstances that would affect client income (i.e. training programs and Earned Income Disallowance (EID) cases) and processes those cases accurately and timely;
23. When necessary, accurately inputs inspection results into the Elite database after receiving from inspector;
24. Properly manipulates inspection data from electronic hand-held tablet and Housing Quality Standards (HQS)/National Standards for the Physical Inspection of Real Estate (NSPIRE) Application to computer and vice-versa per MSHDA SOP;
25. Accurately inputs an HQS/NSPIRE Only certification into Elite in proper MTSC order the earliest of 15 business days following the inspection or the day before the inspection expiration to meet the 730 day inspection completion requirement;
26. Properly follows Elite guides and MSHDA SOP for inspection no shows, 24 hour fails, secondary re-inspection fails, inspection deadline extensions, and abatements;
27. Processes and follows up with inspection abatements when necessary to avoid paying landlords that fail to abide by inspection requirements;
28. Achieves and maintains MSHDA agent training and Housing Quality Standard (HQS)/NSPIRE Inspection training, at own expense;
29. Obtains general understanding of Lead Based Paint inspection requirements for units built prior to 1978 housing children under the age of 6;
30. Evaluates and monitors MSHDA Elite reports and City of Lapeer activity logs to maintain, at minimum, standard monthly and quarterly performance as measured by MSHDA;
31. Properly reviews case files so that internal quality control approvals can be made with minimal errors/changes;
32. Carefully and accurately approves case files when necessary with zero errors;
33. Sufficiently corrects audit errors per MSHDA SOP and timelines;

34. Attends necessary training classes and conferences that relate to MSHDA subsidy programs, at own expense.
35. Strives for high performer status from MSHDA monthly, quarterly and hot spot audits;

Performs other duties as required to fulfill the performance requirements of the MSHDA Housing Agent Contract.

General Knowledge, Skills and Other Characteristics

- Prior knowledge or the ability to learn and follow Federal (HUD), State (MSHDA), and Local (City of Lapeer) regulations and Standard Operating Procedures as they relate to subsidized housing. The ability to interpret and apply relevant policies/regulations to everyday common scenarios.
- Capacity to adapt and embrace frequent changes in policy/procedures when necessary.
- Ability to work responsibly and independently; yet be a valuable participant in a team environment.
- Ability to maintain a professional demeanor and respect/protect confidential personal landlord and client information.
- Ability to be a courteous and respectful customer service representative; yet concisely respond to client questions/concerns as they relate to subsidized housing.
- Ability to network amongst the general public, clients, landlords, realtors, local community members, MSHDA, other City of Lapeer departments in efforts to develop and maintain effective working relationships.
- Skilled knowledge of computer systems for daily usage and communication (i.e. Word, Excel, databases, internet, electronic filing, Outlook email).
- Skilled ability to organize multiple tasks and prioritize accordingly to meet program deadlines.
- Ability to accurately complete basic and intermediate mathematical calculations on a regular basis. Must be able to quickly and accurately calculate tenant rent (Total Tenant Payment) based on several factors.
- Ability to work with hard copy and electronic documentation; and knowledge of standard records and general file management.
- Professionalism in handling confidential information.

Minimum Qualifications

- Two-year college degree in business, client services, and/or other administrative/professional field; or progressively responsible clerical, case management or related work in a subsidized housing, property management, public housing program or closely related duties involving working with diverse clients;
- Valid State of Michigan Driver's license;
- Contractor must have general liability insurance in the amount of \$500K per occurrence/\$1 million aggregate with the City of Lapeer named as an additional insured;
- Competency utilizing computer systems/software;
- Ability to obtain approval as a Key Person through the MSHDA screening process;

- Ability to complete multiple functions accurately and timely

Physical Demands

The physical demands described here are representative of those that must be met by the contractor to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the contractor is frequently required to stand; use hands and fingers to handle or feel objects; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The contractor is occasionally required to taste or smell. The contractor must frequently lift and/or move up to 15 pounds and occasionally lift and/or move up to 35 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Must be able to deal with a high volume of stress.

Contract Exhibit B

For Housing Choice Voucher Specialist and Processor

Contract Dates 1/1/2024 – 12/31/2024

This amendment applies to the incentive and standard process for the MSHDA Key to Own Program.

MSHDA Procedure to Follow:

- If a voucher holder is going off the HCV program because they are purchasing a home, in order to qualify for the incentive fee the following needs to occur:
 1. Obtain a statement from the client stating that they will be withdrawing from the program due to purchasing a home. They need to include when they intend to close, (an End Of Participation (EOP) date) and they must provide the new home address. This information is necessary to process the termination in good standing.
 2. Send an email to MSHDA Key to Own representative with the information from #1
 3. Send the original file to MSHDA Key to Own representative
 4. Place a payment hold on the case – but do not process an EOP.
 5. Follow up with placing the case in the Action Log to track/monitor
 6. Maintain/monitor regular reports so that HQS inspections and Annual Re-Exams do not trigger poor performance while file is on hold for Homeownership processing.
 7. Follow up by ensuring that an EOP actually occurs in Elite.
- For Zero HAP clients, include MSHDA provided flyer with notices to Zero HAP clients when their 1st Zero HAP notice is sent to generate potential interest in Key to Own program.

For incentive to Contractors:

The incentive fee paid to the City of Lapeer for qualified Key to Own files is \$500/file from MSHDA. \$100 of that fee will be split (\$50 each) between both the Processor and Specialist with an annual cap of \$300/year each. A year will be the calendar year (January 1st – December 31st) and will be defined by date paid by MSHDA to City of Lapeer. This amount would be the equivalent of 6 Key to Own projects. Even so, the goal for the City of Lapeer per MSHDA is 3% of the overall caseload, and it is expected that contractors will strive to meet or exceed goal beyond this annual cap.

Contractors should track and report to Housing Director the payments expected from the Key to Own program and expected date of payment. Housing Director will verify payments via MSHDA monthly payment process. After payments are verified, contractors shall add \$50 payment amount with a line item stating Key to Own program incentive with first initial and last name of participant.

HOUSING CHOICE VOUCHER SPECIALIST INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into between the City of Lapeer Housing Department (hereinafter referred to as "City") and Shannon M. Smith (dba GH Smith) for the position of HOUSING CHOICE VOUCHER SPECIALIST (hereinafter referred to as "Contractor" or "you" or "your.")

1. **Term.** Unless terminated earlier as permitted herein, the term of the Agreement shall be from January 1st, 2024 through December 31, 2024 (the "Term"). Regardless of the Term, the City may, in its sole discretion, terminate this Agreement if the City's contract with the Michigan State Housing Development Authority ("MSHDA") that supports and/or requires the Services (as defined herein): (i) is terminated; (ii) modified such that the Services are not required; or (iii) modified such that the scope of the Services is changed. Further, either party may terminate this Agreement by providing 45 days written notice. The City is not liable to compensate Contractor for Services not performed or for any time after this Agreement expires or is terminated.
2. **Services.** Pursuant to this Agreement, Contractor shall provide services as are necessary to ensure the City is compliant with MSHDA's Housing Choice Voucher (HCV) program. Contractor shall keep the City and its employees apprised on all matters and perform such services at such times as reasonably necessary to ensure compliance with the HVC program. The services to be performed under this Agreement are as required in this Paragraph and as set forth in the contractor responsibilities description attached hereto as Exhibit A, which may be modified from time to time at the sole discretion of the City. Collectively all services required to be performed by Contractor pursuant to this Agreement shall be referred to as the "Services".
3. **Compensation.** In exchange for the Services over the Term, the City will pay Contractor \$47,000/year (the "Compensation"). The Compensation shall be paid to Contractor in equal installments over the Term every two weeks, for Services provided the prior two weeks, on the same schedule as employees for the City are paid. Contractor's entitlement to the Compensation, is subject to Contractor completing the Services consistent with the requirements of this Agreement. Contractor is not eligible to participate in any employee benefit programs offered to City employees. Further, the City shall not be obligated to pay the Compensation during any period or in which Contractor is unable to or does not render the Services. In addition to the Compensation, the City shall pay Contractor an incentive bonus of \$1000 if the City determines Contractor has obtained high performance status related to the Services (the "Incentive Bonus"). For purposes of this Agreement, high performance status will be determined based on whether the City receives a performance incentive payment from MSHDA related to the Services for the 2024 calendar year (i.e. if the City does not receive a performance incentive payment, Contractor shall not be eligible to receive the Incentive Bonus; if the City receives a MSDHA incentive payment, Contractor is entitled to receive the Incentive Bonus). If the City determines Contractor is eligible for the Incentive Bonus, such shall be paid to Contractor on or before February 28, 2025. In addition, Contractor shall receive a maximum incentive of \$300 for the Term (the "MSDHA Bonus") based upon the MSDHA Key to Homeownership Program detailed in Exhibit B. The City

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4. **Minimum Qualifications.** Contractor certifies that he/she has at a minimum a two year college degree and relevant experience necessary to perform the Services as required herein. Contractor is experienced in Housing Choice Voucher Specialist work, has been trained and holds applicable certifications deeming Contractor qualified to administer the Housing Choice Voucher Program as it pertains to the MSHDA/HUD contract with City of Lapeer.
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Tracey Russell, Executive Assistant to City Manager
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14. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan and shall be binding upon the Contractor's successors, assigns, and legal representatives.

This agreement was entered into this **18th day of December, 2023.**

City of Lapeer

Contractor

By: _____
Deborah Marquardt, Its Mayor

By: _____

By: _____
Mike Womack, Its City Manager

Its: _____

Contractor Responsibilities Exhibit "A"

Contractor Title: Housing Choice Voucher (HCV) Specialist
Department: Housing Improvement Department
Prepared By: Denise Soldenski, Director of Housing & Neighborhood Dev.
Prepared Date: November 26, 2012
Revised: November 9th, 2023

Summary

Performs a variety of functions associated with overall program administration, management, compliance and performance of the Michigan State Housing Development Authority's (MSHDA) Housing Choice Voucher (HCV) program. Follows all Department of Housing and Urban Development (HUD) and MSHDA 2024-2025 Contract parameters, program regulations as well as Standard Operating Procedures (SOP) and Elite database procedures.

Essential Duties and Responsibilities

Contractual essential duties and responsibilities, may include, but are not limited to, the following tasks, knowledge, skills and other characteristics. This list of tasks is illustrative of the requirements of the Michigan State Housing Development Authority's (MSHDA) Housing Choice Voucher (HCV) program and HUD requirements and is not a comprehensive listing of all functions and tasks performed by the HCV Specialist. The HCV Specialist main duty and responsibility is to work towards and ensure that the City's Housing Choice Voucher (HCV) program is compliant with MSHDA and HUD rules and requirements.

1. Provides case management to HCV participants and applicants;
2. Provides case management and maintains waitlist per SOP for Project Based Vouchers (PBV) and Veteran Affairs Supportive Housing (VASH) participants and applicants;
3. Handles transfers cases from within MSHDA's territory and also handles ports coming to/leaving MSHDA's jurisdiction;
4. Handles and maintains paperwork confidentially and accurately;
5. Explains and responds to questions regarding the program in general;
6. Responds to applicant questions regarding their housing assistance status;
7. Provides oversight of waitlist management and determines eligibility for assistance prior to briefing;
8. Properly provides and collects necessary documentation to waitlist applicants from waitlist pull date to briefing or denial date;
9. Verifies income, assets, expenses, allowances, background, references, household composition, and other items;
10. Calculates rents accurately;
11. Recalculates rent payment, housing and/or other needs based on changes;
12. Applies clearly defined policies, procedures, parameters and standards to applicant's individual situation;

13. Provides complete orientation to new admissions, transfers, ports, PBV, EHV (Emergency Housing Voucher) and VASH clients;
14. Creates files and records papers associated with applicant/participant;
15. Properly notifies clients and landlords of program or case changes;
16. Completes all moves with continued assistance from move request to landlord payment;
17. Prepares Housing Assistance Payment contracts in an accurate and timely manner, and ensures all new contracts are submitted to MSHDA for landlord payment within 45 days of the execution of the Housing Assistance Payment Contract;
18. Completes all landlord transfers of ownership, address changes, utility changes, and rent increases. Follows SOP to bring changes to conclusion (i.e. new RFTA, HAP, lease when necessary).
19. Identifies program violations, and takes appropriate action to prepare and execute termination of assistance;
20. Mediates landlord / tenant disputes, and responds to inquiries from landlords, participants and unsuccessful applicants;
21. Works with landlords, clients, MSHDA, City of Lapeer staff to resolve issues and concerns;
22. Coordinates work with Housing Compliance Specialist, Housing Choice Voucher Processor and Inspector to ensure all MSHDA deadlines and bench marks are met each month as well as MSHDA reporting requirements;
23. Monitors necessary reports to track current status of files and performance;
24. Skilled in transforming information provided from applicant/landlord completed forms accurately to the computer system to generate precise data sets to calculate rents and eligibility;
25. Reviews situations regarding income, family composition, fraud, end of participation, breach of program responsibilities, and/or other related changes to status;
26. Contractor travels within Lapeer, Huron and Tuscola Counties as needed to meet the MSHDA contract community presence requirement and offer applicants/participants an affordable meeting place;
27. Responds to MSHDA Tech and Resource Specialist inquiries within three days;
28. Achieves and maintains MSHDA agent training and Housing Quality Standard (HQS)/National Standards for the Physical Inspection of Real Estate (NSPIRE) Inspection training, at own expense;
29. Performs Housing Quality Standard (HQS)/National Standards for the Physical Inspection of Real Estate (NSPIRE) inspections as needed and consistently applies Housing Quality Standard(HQS)/National Standards for the Physical Inspection of Real Estate (NSPIRE)'s rules and regulations while performing HCV housing inspections;
30. Per MSHDA SOP, will properly and accurately use electronic hand-held tablet and HQS/NSPIRE Application to conduct and document HQS/NSPIRE inspections per MSHDA training. Tablet to be provided for use by the City of Lapeer.
31. Properly transfers inspection data from electronic hand-held tablet and HQS/NSPIRE Application to computer and vice-versa per MSHDA SOP;
32. Obtains general understanding of Lead Based Paint inspection requirements for units built prior to 1978 housing children under the age of 6;

33. Processes and follows up with inspection abatements when necessary to avoid paying landlords that fail to abide by inspection requirements;
34. Processes and follows up with inspection abatements when necessary to promptly and accurately move tenants or to promptly complete program terminations per MSHDA SOP;
35. Evaluates and monitors MSHDA Elite reports and City of Lapeer activity logs to maintain, at minimum, standard monthly and quarterly performance as measured by MSHDA;
36. Properly reviews case files so that internal quality control approvals can be made with minimal errors/changes;
37. Carefully and accurately approves case files when necessary with zero errors;
38. Sufficiently corrects audit errors per MSHDA SOP and timelines;
39. Attends necessary training classes and conferences that relate to MSHDA subsidy programs, at own expense.
40. Strives for high performer status from MSHDA monthly, quarterly and hot spot audits;

Performs other duties as required to fulfill the performance requirements of the MSHDA Housing Agent Contract.

General Knowledge, Skills and Other Characteristics

- Prior knowledge or the ability to learn and follow Federal (HUD), State (MSHDA), and Local (City of Lapeer) regulations and Standard Operating Procedures as they relate to subsidized housing. The ability to interpret and apply relevant policies/regulations to everyday common scenarios.
- Capacity to adapt and embrace frequent changes in policy/procedures when necessary.
- Ability to work responsibly and independently; yet be a valuable participant in a team environment.
- Ability to maintain a professional demeanor and respect/protect confidential personal landlord and client information.
- Ability to be a courteous and respectful customer service representative; yet concisely respond to client questions/concerns as they relate to subsidized housing.
- Ability to network amongst the general public, clients, landlords, realtors, local community members, MSHDA, other City of Lapeer departments in efforts to develop and maintain effective working relationships.
- Skilled knowledge of computer systems for daily usage and communication (i.e. Word, Excel, databases, internet, electronic filing, Outlook email).
- Skilled ability to organize multiple tasks and prioritize accordingly to meet program deadlines.
- Ability to accurately complete basic and intermediate mathematical calculations on a regular basis. Must be able to quickly and accurately calculate tenant rent (Total Tenant Payment) based on several factors.
- Ability to work with hard copy and electronic documentation; and knowledge of standard records and general file management.
- Professionalism in handling confidential information.

Minimum Qualifications

- Two-year college degree in business, client services, and/or other administrative/professional field; or progressively responsible clerical, case management or related work in a subsidized housing, property management, public housing program or closely related duties involving working with diverse clients;
- Valid State of Michigan driver's license;
- Contractor must have general liability insurance in the amount of \$500K per occurrence/\$1 million aggregate with the City of Lapeer named as an additional insured;
- Competency utilizing computer systems/software;
- Ability to obtain approval as a Key Person through the MSHDA screening process;
- Ability to complete multiple functions accurately and timely

Physical Demands

The physical demands described here are representative of those that must be met by the contractor to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the contractor is frequently required to stand; use hands and fingers to handle or feel objects; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The contractor is occasionally required to taste or smell. The contractor must frequently lift and/or move up to 15 pounds and occasionally lift and/or move up to 35 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Must be able to deal with a high volume of stress.

Contract Exhibit B

For Housing Choice Voucher Specialist and Processor

Contract Dates 1/1/2024 – 12/31/2024

This amendment applies to the incentive and standard process for the MSHDA Key to Own Program.

MSHDA Procedure to Follow:

- If a voucher holder is going off the HCV program because they are purchasing a home, in order to qualify for the incentive fee the following needs to occur:
 1. Obtain a statement from the client stating that they will be withdrawing from the program due to purchasing a home. They need to include when they intend to close, (an End Of Participation (EOP) date) and they must provide the new home address. This information is necessary to process the termination in good standing.
 2. Send an email to MSHDA Key to Own representative with the information from #1
 3. Send the original file to MSHDA Key to Own representative
 4. Place a payment hold on the case – but do not process an EOP.
 5. Follow up with placing the case in the Action Log to track/monitor
 6. Maintain/monitor regular reports so that HQS inspections and Annual Re-Exams do not trigger poor performance while file is on hold for Homeownership processing.
 7. Follow up by ensuring that an EOP actually occurs in Elite.
- For Zero HAP clients, include MSHDA provided flyer with notices to Zero HAP clients when their 1st Zero HAP notice is sent to generate potential interest in Key to Own program.

For incentive to Contractors:

The incentive fee paid to the City of Lapeer for qualified Key to Own files is \$500/file from MSHDA. \$100 of that fee will be split (\$50 each) between both the Processor and Specialist with an annual cap of \$300/year each. A year will be the calendar year (January 1st – December 31st) and will be defined by date paid by MSHDA to City of Lapeer. This amount would be the equivalent of 6 Key to Own projects. Even so, the goal for the City of Lapeer per MSHDA is 3% of the overall caseload, and it is expected that contractors will strive to meet or exceed goal beyond this annual cap.

Contractors should track and report to Housing Director the payments expected from the Key to Own program and expected date of payment. Housing Director will verify payments via MSHDA monthly payment process. After payments are verified, contractors shall add \$50 payment amount with a line item stating Key to Own program incentive with first initial and last name of participant.



ITEM G-5

To: Mike Womack, City Manager
From: Jeremy Howe, Chief of Police
Date: December 13, 2023
RE: Subrecipient Funding Agreement

STAFF RECOMMENDATION

Approve entering into the District Health Department No. 2 2022 Homeland Security Grant Program, Subrecipient Funding Agreement for the purchase of body worn cameras, not to exceed \$83,000 and approve the budget amendment as presented, and authorize the City Manager to sign all necessary documents.

CURRENT OR NEW INFORMATION

As discussed during the last BOC meeting, in order move forward with the Homeland Security Grant process, the City Commissioners must approve the funding agreement. Essentially agreeing to pay for the body worn cameras up front and get reimbursed by the Homeland security Grant at a later date.

AGENDA ITEM REVIEW

Meeting Date:	December 18, 2023	Date Reviewed:	December 13, 2023
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			

**DISTRICT HEALTH DEPARTMENT No. 2
2022 HOMELAND SECURITY GRANT PROGRAM
SUBRECIPIENT FUNDING AGREEMENT**

THIS SUBRECIPIENT FUNDING AGREEMENT, entered into this _____ day of _____, 20____, by and between the DISTRICT HEALTH DEPARTMENT No. 2, a public health department serving four counties within Michigan's Region 3 and based at 630 Progress Street, West Branch, Michigan, hereinafter referred to as "DHD2", acting as Fiduciary Agent for the 2022 Homeland Security Grant Program (Fiduciary) and _____ (Political Subdivision), with a fiscal year end date of _____ (month) ____ (day).

WITNESSETH, THAT:

WHEREAS, pursuant to the Urban Cooperation Act of 1967, 1967PA 7, mcl 124.501, *et,seq.*, the Fiduciary and the Political Subdivision enter into the agreement for the purpose of passing through 2022 Homeland Security Grant Program (grant program) funds to the Political Subdivision, delineating the relationship and responsibilities among the Fiduciary, the Political Subdivision and the Region 3 Homeland Security Planning Board regarding the grant program; and addressing use of grant program funds, including but not limited to, the purchase, use and tracking of equipment purchased with grant program funds, purchase or reimbursement of services with grant program funds, and/or reimbursement for certain salaries and/or overtime with grant program funds.

WHEREAS, DHD2 was elected and appointed Fiduciary for the 2022 Homeland Security Grant Program by the Region 3 Homeland Security Board on August 1, 2022; and District Health Department #2 accepted the position of Fiduciary and as a result entered into the 2022 Homeland Security Grant Program with the Michigan State Police Emergency Management and Homeland Security Division (MSP-EMHSD) and became the Subgrantee for the grant program effective September 1, 2022. In consideration of the mutual promises, obligations, representations, and assurances in the agreement, the parties agree to the following:

1. **Definitions:** The following words and expressions used throughout this agreement, whether used in singular or plural, or possessive or non-possessive, shall be defined, read, and interpreted as follows:
 - 1.1. **Agreement** means the terms and conditions of this agreement, the exhibits attached hereto and any other mutually agreed to written and executed modification, amendment, or addendum.
 - 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding judgement deficiency, liability, penalty, fine, litigation, costs and/or expenses, including but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by or asserted against the Fiduciary or Political Subdivision, as defined herein, whether such claim is brought in law or equity, tort, contract, or otherwise.

- 1.3. **Fiduciary** means District Health Department #2, a multi-county public health department, including, but not limited to, its Board of Health, any and all of its departments, divisions, elected and appointed officials, directors, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.
- 1.4. **Party/Parties** means the Fiduciary and the Political Subdivision may also be referred to individually as party or jointly as parties.
- 1.5. **Political Subdivision** means a Michigan Municipal Corporation including but not limited to, its Council, Board, and any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.
- 1.6. **Region** means the area comprised of Alcona, Arenac, Bay, Genesee, Gladwin, Huron, Iosco, Lapeer, Midland, Ogemaw, Oscoda, Saginaw, Sanilac, and Tuscola Counties. The Region mirrors the existing State Emergency Management 3rd District and the Office of the Public Health Preparedness Bio-Defense Network region.
- 1.7. **Region 3 Homeland Security Planning Board (Region 3 Planning Board)** means the Regional Homeland Security Planning Board for Region 3, as created by the Michigan Homeland Protection Board, and is comprised of the Counties from the Region.
- 1.8. **2022 Homeland Security Grant Program (grant program)** means the grant program described and explained in Exhibit B which began September 2, 2022 and ends May 31, 2025. The grant program is a primary funding mechanism, administered by the United States Department of Homeland Security (DHS) and plays an important role in the implementation of the National Preparedness System (NHS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient nation. CFDA #: 97.067 and Federal Award ID #: EMW-2022-SS-00031-S01.
2. **Agreement Exhibits** - The exhibits listed below, and their properly promulgated amendments are incorporated and are part of this agreement.
 - 2.1. **Exhibit A:** Region 3 Homeland Security Planning Board minutes from August 1, 2022, re: approval of the 2022 Homeland Security Grant Program Fiduciary
 - 2.2. **Exhibit B:** 2022 Homeland Security Grant Program agreement between the Fiduciary and the Michigan State Police Emergency Management and Homeland Security Division (MSP-EMHSD)
 - 2.3. **Exhibit C:** FY 2022 HSGP Agreement Articles Applicable to Subrecipients
 - 2.4. **Exhibit D:** FY 2022 HSGP Equipment Ownership Agreement

3. Fiduciary Responsibilities

- 3.1. The Fiduciary will comply with all requirements set forth in the grant program agreement between the Fiduciary and MSP-EMHSD.
- 3.2. The Fiduciary shall comply with all requirements set forth in the 2022 Homeland Security Grant Program guidance.
- 3.3. The Fiduciary shall submit all required project forms to MSP-EMHSD for review and approval which the Political Subdivision has submitted to the Fiduciary and been approved by the Region 3 Planning Board.
- 3.4. The Fiduciary shall reimburse the Political Subdivision for the equipment, services and/or personnel costs as set forth in the forms as supplied and required by MSP-EMHSD and the applicable reimbursement forms reviewed and approved by MSP-EMHSD. The funds shall only be released by the Fiduciary after the applicable reimbursement forms, required by MSP-EMHSD and the Fiduciary are properly executed by the parties.
- 3.5. The Fiduciary shall create and maintain an inventory of all equipment purchased with grant program funds in accordance with 2 CFR, Part 200.313 located at <https://www.ecfr.gov>
- 3.6. The Fiduciary shall notify the Political Subdivision at the end of the Political Subdivision's fiscal year of the dollar amount of grant program funds released to the Political Subdivision for that fiscal year.
- 3.7. The Fiduciary shall file this agreement pursuant to law and provide executed copies of this agreement to the Region 3 Planning Board Secretary and the Political Subdivision.

4. Political Subdivision Responsibilities

- 4.1. The Political Subdivision shall prepare all required forms for the use of grant program funds and shall submit such forms to the Region 3 Planning Board. Upon approval by the Region 3 Planning Board, the Fiduciary will forward the required forms to MSP-EMSHD for review and approval.
- 4.2. The Political Subdivision shall make all purchases in accordance with applicable federal, state, and local purchasing policies.
- 4.3. The Political Subdivision shall use the equipment purchased with grant program funds and all grant program funds in accordance with the guidance provided in the 2022 Homeland Security Grant Notice of Funding Opportunity. The Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:
 - 4.3.1. Operation of the equipment;
 - 4.3.2. Maintenance and repair of the equipment;
 - 4.3.3. Replacement and repair of equipment, which is willfully or negligently lost, stolen, damaged, or destroyed;

- 4.3.4. Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of equipment;
- 4.3.5. Insurance, license, or title for the equipment, if required by law or if the Political Subdivision deems appropriate in its discretion;
- 4.3.6. Training for use of the equipment, if training is not included with the purchase of the equipment;
- 4.3.7. Liability for all Claims arising out of the Political Subdivision's use of the equipment.
- 4.4. The Political Subdivision shall keep the Fiduciary informed of the location of the equipment purchased with grant program funds regardless of who purchased the equipment. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or "home base" where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the Fiduciary immediately. The information required by this Section shall be provided to the Fiduciary upon receipt of the equipment by the Political Subdivision through the completion of Exhibit D, Equipment Ownership Agreement.
- 4.5. The Political Subdivision shall list the dollar amount provided by the Fiduciary pursuant to Section 3.6 on the Political Subdivision's Schedule of Expenditures of Federal Awards.
- 4.6. Except for equipment that is disposable or expendable, the Political Subdivision shall inform the Fiduciary if it plans to dispose of the equipment and work with the Fiduciary regarding any issues with disposal of the equipment.
- 4.7. The Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.
- 4.8. The Political Subdivision shall make the equipment available to the Fiduciary, MSP-EMHSD and Federal Auditors upon request.
- 4.9. The Political Subdivision shall comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds.
- 4.10. The Political Subdivision shall comply with the applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including but not limited to the following provisions:
 - 4.10.1. Account for receipts and expenditures; maintain adequate financial records and refund expenditures disallowed by Federal or State audit.
 - 4.10.2. Retain all financial records, statistical records, supporting documentation and other pertinent materials for at least three (3) years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.

- 4.10.3. Equipment records shall be maintained by the Political Subdivision until three (3) years after the equipment has been disposed.
- 4.10.4. Non-federal organizations which expend \$750,000 or more in federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- 4.11. The Political Subdivision shall integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the Rehabilitation Act of 1973.
- 4.12. Environmental and Historic Preservation Compliance: The federal government is required to consider the potential impacts to the human and natural environment of projects proposed for federal funding. The Environment and Historical Preservation (EHP) program engages in a review process to ensure that federally funded activities comply with various federal laws. The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural and low-income and minority populations. The Political Subdivision shall not undertake any project having the potential to impact EHP resources without prior approval. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.
- 4.13. The Political Subdivision shall comply with the Davis-Bacon Act (40 U.S.C. 3141 *et seq*) for grant funded construction projects. The Political Subdivision must ensure that contractors or subcontractors for construction projects pay workers employed directly at the worksite no less than the prevailing minimum wage and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations is located at: <http://www.dol.gov/compliance/laws/comp.dbra.htm>
- 4.14. Upon request, the Political Subdivision will supply to the Fiduciary any information required to meet federally mandated reporting requirements and DHS program specific reporting requirements.
- 4.15. The Political Subdivision must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Political Subdivision also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions> , specifically in the DHS Specific Acknowledgements and Assurances on page 1.
5. **Region 3 Planning Board Responsibilities:** The parties agree and acknowledge that the Region 3 Planning Board shall have the following responsibilities:
- 5.1. Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivisions in the Region;

- 5.2. Hold public meetings, subject to the Michigan Open Meetings Act;
- 5.3. Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State Homeland Security Program requirements;
- 5.4. Establish subcommittees to carry out its work;
- 5.5. Advocate for, monitor and actively engage in the implementation of the Regional Homeland Security Strategy;
- 5.6. Ensure that all grant projects are aligned to the appropriate FY 2022 HSGP investment and the appropriate core capability from the National Preparedness Goal. The Region 3 Homeland Security Planning Board should consider the benefits to Region 3 prior to approving projects for funding.
- 5.7. Ensure the Regional Fiduciary is fully apprised of all projects approved by the Region 3 Homeland Security Planning Board.

6. Duration of Interlocal Agreement -

- 6.1. The agreement and any amendments hereto shall be effective when executed by both parties with resolutions passed by the governing bodies of each party and shall end three (3) years from the date the grant program is closed or when terminated and/or cancelled pursuant to Section 8. The approval and terms of the agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.

7. Liability/Assurances

- 7.1. Each Party shall be responsible for any claim made against that party by a third party, and for the acts of its employees or agents arising under or related to this agreement.
- 7.2. In any claim that may arise under or related to this agreement, each party shall seek its own legal representation and bear the costs associated with such representation, including attorney fees.
- 7.3. Except as provided herein, neither party shall have any right under any legal principle to be indemnified by the other party or any of its employees or agents in connection with any claim.
- 7.4. To the extent allowed by law, DHD2 shall hold harmless the Political Subdivision for any claims arising as a result of DHD2's performance of, or failure to perform, any of its obligations under this Agreement with the Political Subdivision or the FY 2022 Homeland Security Grant Agreement with the Michigan State Police.
- 7.5. To the extent allowed by law, the Political Subdivision shall hold harmless DHD2 for any claims arising as a result of the Political Subdivision's performance of, or failure to perform, any of its obligations under this Agreement with DHD2.
- 7.6. Nothing herein shall constitute a waiver of either party's rights with regard to governmental immunity.

- 7.7. Notwithstanding any other provisions of this agreement, the Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of grant program funds that it receives or the use or misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines or fees associated with an ineligible determination by the auditors.
- 7.8. The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each party have legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.
- 7.9. Each party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws and requirements applicable to its activities performed under this Agreement, including but not limited to, the Homeland Security Grant Program Agreement, attached as Exhibit B, and the 2022 Homeland Security Grant Program Notice of Funding Opportunity.
8. **Termination and/or Cancellation of Agreement:** Either party may terminate and/or cancel the Agreement upon thirty (30) days' notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation, shall remain valid and govern the parties' duties and obligations regarding equipment transferred to the Political Subdivision and the parties shall execute Transfer of Ownership Agreements for all equipment ordered by the Fiduciary prior to the date of termination and /or cancellation.
9. **No Third Party Beneficiaries:** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
10. **Discrimination:** The Parties shall not discriminate against their employees, agents, applicants for employment, or another person or entities with respect to hire, tenure, terms, conditions, and privileges of employment or any matter directly or indirectly related to employment in violation of any federal, state, or local law.
11. **Permits and Licenses:** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
12. **Reservation of Rights:** The Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or legal right, privilege, power, obligation, duty, or immunity of the Parties.
13. **Delegation/Subcontract/Assignment:** Neither party shall delegate, subcontract and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. **No Implied Waiver:** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision in this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **Severability:** If a court of competent jurisdiction finds a term, or condition of this agreement to be illegal or invalid, then the term, or condition shall be deemed severed from this Agreement. All other terms, conditions and provisions of this Agreement shall remain in full force.
16. **Captions:** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions and indexes shall not be interpreted to be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
17. **Notices:** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
- 17.1. If notice is sent to the Fiduciary, it shall be addressed and sent to: District Health Department
No. 2, Finance Department, 630 Progress St., West Branch, MI 48661
- 17.2. If notice is sent to the Political Subdivision, it shall be sent to: _____
- 17.3. Either Party may change the address and/or individual to which notice is sent by notifying the other Party in writing of the change.
18. **Governing Law:** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
19. **Agreement Modifications or Amendments:** Any modifications, amendments, recession, waivers, or releases to this Agreement must be in writing and executed by both Parties.
20. **Entire Agreement:** This agreement represents the entire agreement and understanding between the parties. The language of this agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

IN WITNESS WHEREOF:

District Health Department No. 2:

EXECUTED: _____ DATE: _____

PRINTED NAME and TITLE: _____

Political Subdivision: _____

EXECUTED: _____ DATE: _____

PRINTED NAME and TITLE: _____

Region 3 Homeland Security Planning Board:

EXECUTED:  _____ DATE: 6-7-2023

PRINTED NAME and TITLE: Randy Miller, Chair, R3HSPB _____

BUDGET AMENDMENT
REQUEST FORM

2023/2024

TO: CITY MANAGER

The following budget adjustments are requested. **All Budget adjustments must be whole dollars. Negative numbers should be in parenthesis ().**

ACCOUNT #	ACCOUNT NAME	AMOUNT OF ADJUST. (+/-)
403-000-528.000	Grant Revenue	83,000.00
403-301-976.000	Machinery & Equipment	83,000.00
	Net Capital Projects Fund	-

Amend the FY23/24 Budget as requested by the Chief of Police to purchase Body Cameras and reflect the grant revenue.

Kelly Hanna, Director of Finance

Department Head Signature

TO: FINANCE DEPARTMENT

- ☐ The above indicated Budget Adjustments are approved by the City Manager.
- ☒ The above indicated Budget Adjustments were approved by the City Commission at their December 18, 2023 Commission meeting. Please make the appropriate entries to reflect the approved amount.

Date

City Manager's Signature



ITEM G-6

To: Mayor and City Commission
From: Mike Womack, City Manager
Date: December 15, 2023
RE: ROWE Professional Services Company Planning Services

STAFF RECOMMENDATION

Approve the ROWE Professional Services Contract for Planning Services with one modification, that under Subpart "J Applicable State Law", that the contract is approved with that section modified to include language where the parties agree that jurisdiction and venue is appropriate in Lapeer County.

CURRENT OR NEW INFORMATION

The City and ROWE have negotiated this contract, and it should be approvable with the above change. I believe the notated "This is covered under G Mediation" by ROWE, I do not agree that it is covered under Mediation and jurisdiction/venue would almost certainly be found proper in Lapeer anyways, this proposed change just formalizes it.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

The City and ROWE have a long and ongoing relationship whereby they provide the City both Planning and Engineering services for the City, they have an office on Saginaw St. in the City.

AGENDA ITEM REVIEW

Meeting Date:	December 18, 2023	Date Reviewed:	December 15, 2023
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			

Contract for Planning Services
City of Lapeer

THIS AGREEMENT, entered into this _____ day of _____, by and between City of Lapeer hereinafter referred to as the "CLIENT", and ROWE Professional Services Company, hereinafter referred to as the "PLANNER".

WITNESSETH, ~~CLIENT desires to hire PLANNER to perform and PLANNER agrees to perform professional municipal planning services on an as needed basis at the request of CLIENT (hereinafter the "SERVICES") on the terms and conditions set forth herein...~~ that ~~whereas it is the intent of the Client to complete the following, hereinafter called the "PROJECT": as-needed Planning Services.~~

NOW, THEREFORE, ~~the CLIENT and the PLANNER,~~ in consideration of the mutual covenants hereinafter set forth, ~~it is agreed~~ as follows:

SECTION 1 – BASIC SERVICES OF THE PLANNER

A. General:

1. The Planner agrees to perform ~~professional services in connection with the Project~~ the SERVICES as hereinafter stated.
2. ~~The Planner will serve as the Client's professional representative for the project and will give consultation and advice to the Client during the performance of the Planner's services.~~

B. Scope of Service:

~~As needed and requested by the Client, as part of the SERVICES.~~ The PLANNER will consult with the CLIENT, its Commissions, its City Manager, and its authorized and appointed representatives concerning matters relating to municipal zoning, planning, community development, and generally any related matter arising out of the various issues which can or may confront the CLIENT in its daily operations, including, but not limited to:

1. Provide support to the CLIENT's Planning Commission and Zoning Board of Appeals in the form of preparation of reports and serving as staff by attending regular and special meetings. The PLANNER will attend up to 11 Planning Commission meetings, 7 Zoning Board of Appeals meetings, and City Commission meetings as requested.
2. Provide assistance to property owners, residents, and prospective developers with planning and zoning concerns through the provision of regular office hours as mutually determined to be appropriate by the CLIENT and the PLANNER as well as by phone and email as described herein and in accordance with the *billing rate schedule in Exhibit A*;
3. Provide support to the Building Inspector and other city staff on zoning and planning related issues including sign permits and zoning permits;
4. Assist city staff with addressing zoning complaints;
5. Conduct follow-up inspections on approved site plans, special land uses, and variances to insure compliance;
6. Assist the Planning Commission with maintenance of the Master Plan as needed;
7. Assist the Planning Commission with maintenance of the Zoning Ordinance as needed;
8. Provide assistance to the Assessing Department to update and maintain the city's Geographic Information System (GIS);
9. Support continued maintenance of the City of Lapeer's Redevelopment Ready Community Certification; and
10. Provide assistance with other miscellaneous tasks as directed by the City Manager.

SECTION 2 – THE CLIENT'S RESPONSIBILITIES

1. Provide full information as to its requirements for ~~the Project~~ the SERVICES.
2. Assist the Planner by placing at the Planner's disposal all available information ~~pertinent to the site of the Project, including previous reports and any other data relative to design and construction of the Project in CLIENT's possession necessary for PLANNER to perform the SERVICES.~~
3. ~~To the extent CLIENT has authority, P~~provide access for the Planner to enter upon lands as required for the Planner to perform ~~work~~ SERVICES under this Agreement.
4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Planner and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the Planner.
5. ~~Provide reasonable legal, accounting and insurance counseling service for the Project.~~

6. Designate a person to act as the Client's representative with respect to the ~~work to be performed under this Agreement~~SERVICES. Such person shall have complete authority to transmit instructions, receive information, interpret, and define Client's policies and decisions with respect to material, equipment elements and systems pertinent to the work covered by this Agreement.
7. Give prompt notice to the Planner whenever the Client observes or otherwise becomes aware of any defect in the ~~project~~ SERVICES.
- ~~8. Obtain approval of governmental authorities having jurisdiction over the Project.~~
- ~~9.8. Furnish, or direct the Planner to provide, at the Client's expense, necessary additional services as stipulated in Section 2 of this Agreement, or other services as required.~~

SECTION 3 – PERIOD OF SERVICE

1. Upon written authorization from the Client, the Planner will proceed with the performance of the ~~services~~ SERVICES called for in this Agreement.
2. Unless sooner terminated as provided in Paragraph 5.A, this Agreement shall remain in force from the date of signature from January 1, 2024 through December 31, 2024.

SECTION 4 – PAYMENTS TO THE PLANNER

A. Payments for Basic Service of the Planner Under Section 1:

1. ~~For SERVICES requested by CLIENT and provided by PLANNER, the Client will pay the Planner for the cost of time and materials for an amount not to exceed \$110,000. The Planner will bill for SERVICES services according to Exhibit A. Billing rates are updated in May of each year.~~

B. General:

- ~~4. If this Agreement is terminated prior to expiration of its term, PLANNER shall be entitled to payment only for SERVICES actually rendered prior to the date of termination upon completion of any of the Planner's services, progress payments shall be made in accordance with Paragraph 4.A.1 and shall constitute total payment for services rendered; if terminated during any service not due to any fault of the Planner, payment shall be made for services performed on the basis of the portion of each service completed prior to termination.~~
- ~~2.1. If, prior to termination of this Agreement, any work designed or specified by the Planner during any service is suspended in whole or in part or abandoned not due to any fault of the Planner, after written notice from the Client, the Planner shall be paid for services performed prior to receipt of such notice from the Client as provided in Paragraph 5.A for termination of the services.~~
- ~~3. Where the Planner utilizes subcontractors to perform a portion of the project, and the subcontractor(s) directly invoices the Planner, the subconsultant's invoices will be marked up by fifteen percent to cover administration costs.~~

Commented [TF1]: We should consider capping the increase out, or have the rate stay consistent through the term of this Agreement.

SECTION 5 – GENERAL CONDITIONS

A. Termination:

This Agreement may be terminated by either party by fourteen (14) days written notice (with or without cause). If this Agreement is so terminated, the Planner shall be paid as provided in Paragraph 4.B.

B. Ownership:

All documents created as part of the ~~Scope of Service~~SERVICES, including notes and data are the property of the Client. Electronic documents, such as AutoCAD files, Word files, and ArcGIS files will be provided to the Client upon request along with a signed release of liability for use of said documents or files by the Client.

C. Insurance – Save Harmless:

The Planner shall secure and maintain such insurance as will protect the Planner and the Client from claims under the Workman's Compensation Acts and from claims for bodily injury, death or property damage which may rise due to the Planner's negligence in the performance of services under this Agreement. PLANNER shall indemnify, defend and hold CLIENT harmless from all liability, claims, suits, causes of action, costs, penalties, fines, damages, injuries, expenses (including reasonable attorney fees) that arise out of the performance of the SERVICES.

Commented [TF2]: I assume this is a carry over from a prior contract and not really applicable to the City. I would delete this. If the Planner may use subs, this is a hefty markup.

the negligence or misconduct of the Planner in the performance of SERVICES.

D. Successors and Assigns:

The Client and the Planner each binds themselves and any partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Client nor the Planner shall assign, subcontract, sublet or transfer their interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

E. Independent Contractor:

It is understood and agreed that the Planner is an independent contractor, responsible to the Client for the results of this undertaking by the Planner and is not an employee or agent of the Client.

F. Non-Discrimination:

The Planner and/or any sub-contractors shall not discriminate against any employees or applicant for employment, or to be employed in the performance of his Contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, national origin or ancestry.

The Planner and/or any sub-contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to his hire, tenure, terms, conditions, or privileges of employment, because of age or sex, except where based on a bona fide occupational qualification.

G. Mediation:

In an effort to resolve any conflicts that arise out of this Agreement or the performance of the SERVICES during the design and construction of the project or following the completion of the project, the Client and the Planner agree that all disputes between them arising out of or relating to this Agreement, or the project shall be may be submitted to nonbinding mediation unless the parties mutually agree otherwise upon the agreement of CLIENT and PLANNER.

The Client and the Planner further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

H. Jobsite Safety:

Neither the professional activities of the Planner, nor the presence of the Planner or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Planner and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees to require the General Contractor(s) to provide liability insurance for the project(s), indemnifying and listing as additional insureds the Client, the Planner and the Planner's subconsultants.

I.H. Limitation of Liability:

In recognition of the relative risks and benefits of the project to both the Client and the Planner, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Planner to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Planner to the Client shall not exceed the Planner's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Commented [TF3]: This provision does not seem to apply to what the Planner will be doing for the City. We also cannot require general contractors on non City projects to list the planner as an additional insured.

Commented [TF4]: Also probably a hold over. I have seen these clauses burn municipal clients for other types of services, such as engineering, where a mistake in engineering services can cost the municipality significant money. I don't think there is necessarily the same risk for a planner, but I would seek to remove this provision. If they cause the City liability, they should be on the hook.

J.I. Standard of Care:

~~The Client recognized that the Planning services require decisions which are not based upon pure science but rather upon judgmental considerations, including the economic feasibility of alternative designs.~~ The Planner shall perform its services in accordance with generally accepted Planning practices. Services are rendered without any other warranty, express or implied and the Planner shall be responsible solely for its own negligence.

K.J. Applicable State Law:

This document shall be governed by the laws of the State of Michigan. ~~Any disputes arising out of this Agreement or the Planner's services on the Project shall be brought in a Court of competent jurisdiction located in Lapeer County. In the event of a legal dispute between the parties, both parties waive any rights they may have to a jury trial.~~

This is covered under
G. Mediation

SECTION 7 – SPECIAL PROVISIONS

The Client and the Planner mutually agree that this Agreement shall be subject to the following special provisions which, together with the provisions hereof and the exhibits hereto represent the entire Agreement between the Client and the Planner and that; they may only be altered or repealed by a duly executed written instrument.

Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

Client:
City of Lapeer

Planner:
ROWE Professional Services Company

Signature

Signature

Typed Name and Title

Typed Name and Title



ITEM J-1

To: Mayor and City Commission
Date: December 13, 2023
RE: Board & Commission Appointments

MAYORAL APPOINTMENT

BOARD OR COMMISSION	MEMBER NAME	CURRENT TERM EXPIRES	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
Cemetery Board	Vacancy	Apr 1, 2028	5 Year		Awaiting Recommendation
County Center Board	Vacancy	Jan 1, 2024	1 Year		Awaiting Recommendation
Downtown Development Authority	Vacancy	Jan 1, 2027	4 Year		Awaiting Recommendation
Local Officers Compensation Commission	Vacancy Vacancy	Oct 1, 2026 Oct 1, 2027	5 Year 5 Year		Awaiting Recommendation

COMMISSION APPOINTMENTS

BOARD OR COMMISSION	MEMBER NAME	EXPIRATION	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
Center for the Arts of Greater Lapeer	Cathy Benton	Oct 1, 2026	3 Year	n/a	Recommend Appointment
Income Tax Board of Review	Vacancy	Dec 1, 2024	3 Year		Awaiting Recommendation
Prison Liaison Committee	Vacancy	Apr 1, 2025	3 Year		Awaiting Recommendation

AGENDA ITEM REVIEW

Meeting Date: December 18, 2023 **Date Reviewed:** December 13, 2023
Consent:
Administrative: X **Reviewed By:** R. Sanchez, City Clerk
Public Hearing:



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

<input type="checkbox"/> Accuracy Board	<input type="checkbox"/> Downtown Development Authority	<input type="checkbox"/> Lapeer Neighborhoods, Inc.
<input type="checkbox"/> Board of Review	<input type="checkbox"/> Economic Development Corporation / Tax Increment Financing Authority / Brownfield Redevelopment Authority	<input type="checkbox"/> Local Development Finance Authority
<input type="checkbox"/> Cemetery Board	<input type="checkbox"/> Greater Lapeer Transportation Authority	<input type="checkbox"/> Local Officers Compensation Commission
<input checked="" type="checkbox"/> Center for the Arts of Greater Lapeer <i>Rep To City Commission</i>	<input type="checkbox"/> Income Tax Board of Review	<input type="checkbox"/> Park Board
<input type="checkbox"/> Construction Board of Review	<input type="checkbox"/> Lapeer Building Authority	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> County Center Board	<input type="checkbox"/> Lapeer Housing Commission	<input type="checkbox"/> Zoning Board of Appeals
<input type="checkbox"/> District Library Board	<input type="checkbox"/> 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:

Charter member of the City and Center for the Arts

Applicant Information:

Print Name: *Cathy* (First) *Benton* (Last)

Street Address: *148 Briarwood dr.*

Home Phone: *810-664-8803* Cell Phone: *810-441-9820*

Email: *CBenton148@hotmail.com*

Employer: *Retired* Occupation:

Educational Background: *graduate of Lapeer High School*

Community Activities and/or Work Experience:

Owner/manager Buske's Flowers

Puy Board member

Cathy Benton

Signature Date *Dec 6 2023*

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.



ITEM K-1

To: Mayor and City Commission
Date: December 13, 2023
RE: MONTHLY OPERATIONAL REPORTS

CITY DEPARTMENTS:

- 1. BUILDING DEPARTMENT**
- 2. FINANCIAL SERVICES DEPARTMENT**
 - A. ASSESSING DIVISION
 - B. INCOME TAX DIVISION
 - C. ACCOUNTING/DATA PROCESSING DIVISION
- 3. FIRE AND RESCUE DEPARTMENT**
- 4. HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT**
 - A. LAPEER HOUSING COMMISSION (LHC)
 - B. LAPEER NEIGHBORHOOD'S INC. (LNI)
 - C. COMMUNITY DEVELOPMENT
- 5. PLANNING DEPARTMENT**
 - A. DEVELOPMENT ACTIVITIES
- 6. POLICE DEPARTMENT**
 - A. POLICE
 - B. ORDINANCE ENFORCEMENT
 - C. PARKING DIVISION
- 7. PUBLIC WORKS DEPARTMENT**
 - A. SEWER UTILITY DIVISION
 - B. STREET DIVISION
 - C. WATER DIVISION
 - D. WASTEWATER DIVISION
- 8. MARIJUANA MONTHLY REPORT**

AGENDA ITEM REVIEW

Meeting Date: December 18, 2023

Date Reviewed: December 13, 2023

Reviewed By: R. Sanchez, City Clerk

Permit Summary Report

12/13/23

Building Department
576 Liberty Park
Lapeer, MI 48446
810-245-9621

DATE ISSUED	PERMIT TYPE	PERMIT CATEGORY	ADDRESS	FEES PAID	STATUS
12/12/2023	Building	Residential Add/Alter/Repair	339 N MAIN ST	\$648.00	ISSUED
12/12/2023	Building	Residential Add/Alter/Repair	424 S SAGINAW ST	\$586.00	ISSUED
11/20/2023	Electrical	Electrical	865 S MAIN ST STE A	\$501.00	ISSUED
11/22/2023	Electrical	Electrical	450 W NEPESSING ST	\$508.00	ISSUED
11/22/2023	Electrical	Electrical	757 S MAIN ST	\$197.00	ISSUED
11/30/2023	Electrical	Electrical	53 BENTLEY ST 1	\$194.00	ISSUED
12/08/2023	Electrical	Electrical	263 SARAH FERN CT	\$90.00	ISSUED
11/21/2023	Mechanical	Mechanical	952 DEWEY ST	\$219.00	ISSUED
11/21/2023	Mechanical	Mechanical	962 DEWEY ST 203	\$219.00	ISSUED
11/21/2023	Mechanical	Mechanical	980 DEWEY ST 201	\$219.00	ISSUED
11/20/2023	Mechanical	Mechanical	707 JEFFERSON ST	\$185.00	ISSUED
11/21/2023	Mechanical	Mechanical	980 DEWEY ST 203	\$300.00	ISSUED
11/21/2023	Mechanical	Mechanical	980 DEWEY ST 101	\$300.00	ISSUED
11/21/2023	Mechanical	Mechanical	912 DEWEY ST 204	\$300.00	ISSUED
11/21/2023	Mechanical	Mechanical	980 DEWEY ST 104	\$300.00	ISSUED
11/28/2023	Mechanical	Mechanical	154 PINE ST	\$185.00	ISSUED
11/30/2023	Mechanical	Mechanical	1857 W GENESEE ST	\$579.50	ISSUED
11/30/2023	Mechanical	Mechanical	1275 SECOND ST	\$235.00	ISSUED
12/07/2023	Mechanical	Mechanical	757 S MAIN ST	\$171.00	ISSUED
12/08/2023	Mechanical	Mechanical	263 SARAH FERN CT	\$104.00	ISSUED
12/08/2023	Mechanical	Mechanical	538 S ELM ST	\$137.40	ISSUED
12/12/2023	Mechanical	Mechanical	726 MICHIGAN ST	\$99.00	ISSUED
11/29/2023	Plumbing	Plumbing	733 WASHINGTON ST	\$190.00	ISSUED
11/15/2023	COMPLIANCE PERMIT	Fence	641 WASHINGTON ST	\$81.00	ISSUED
11/17/2023	COMPLIANCE PERMIT	Certificate of Compliance/Occu	218 E NEPESSING ST	\$81.00	ISSUED
11/22/2023	COMPLIANCE PERMIT	Certificate of Compliance/Occu	228 E GENESEE ST	\$81.00	ISSUED
11/22/2023	COMPLIANCE PERMIT	Certificate of Compliance/Occu	26 W PARK ST	\$81.00	ISSUED
12/06/2023	COMPLIANCE PERMIT	Certificate of Compliance/Occu	54 S SAGINAW ST	\$81.00	ISSUED
12/11/2023	COMPLIANCE PERMIT	Fence	668 N COURT ST	\$81.00	ISSUED

Permit Summary Report

12/13/23

Building Department
576 Liberty Park
Lapeer, MI 48446
810-245-9621

DATE ISSUED	PERMIT TYPE	PERMIT CATEGORY	ADDRESS	FEES PAID	STATUS
12/07/2023	COMPLIANCE PERMIT	Porch	624 WASHINGTON ST	\$162.00	ISSUED
TOTAL FEES PAID:				\$7,114.90	

Monthly Rental Certificates

12/13/2023

BUILDING DEPARTMENT
576 LIBERTY PARK
LAPEER, MI 48446
810-245-9621

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
2141 VILLAGE WEST DR	PONTIUS, NORMA J INC	CR23-0489	Certified	11/16/2023	06/26/2025	206.00
2160 VILLAGE WEST DR	PONTIUS, NORMA J INC	CR23-0490	Certified	11/16/2023	06/26/2025	206.00
2165 VILLAGE WEST DR	PONTIUS, NORMA J INC	CR23-0491	Certified	11/16/2023	06/26/2025	206.00
2173 VILLAGE WEST DR	PONTIUS, NORMA J INC	CR23-0492	Certified	11/16/2023	06/26/2025	206.00
547 PINE ST 41	AAA HOME AND LAND PROPE	CR23-0807	Certified	11/27/2023	07/08/2025	286.00
547 PINE ST 42	AAA HOME AND LAND PROPE	CR23-0808	Certified	11/27/2023	07/08/2025	40.00
547 PINE ST 43	AAA HOME AND LAND PROPE	CR23-0809	Certified	11/27/2023	07/08/2025	121.00
834 MICHIGAN ST	TOTH PROPERTIES LLC	CR23-0815	Certified	11/22/2023	11/22/2025	206.00
1721 RALEIGH AVE 2	LAPEER PLACE APARTMENTS	CR23-0918	Certified	11/28/2023	08/03/2025	121.00
1721 RALEIGH AVE 6	LAPEER PLACE APARTMENTS	CR23-0922	Certified	11/28/2023	08/03/2025	121.00
1721 RALEIGH AVE 17	LAPEER PLACE APARTMENTS	CR23-0933	Certified	11/28/2023	08/03/2025	121.00
1721 RALEIGH AVE 19	LAPEER PLACE APARTMENTS	CR23-0935	Certified	11/28/2023	08/03/2025	40.00
1752 RALEIGH AVE 4	LAPEER PLACE APARTMENTS	CR23-0944	Certified	11/28/2023	08/03/2025	121.00
1752 RALEIGH AVE 5	LAPEER PLACE APARTMENTS	CR23-0945	Certified	11/28/2023	08/03/2025	121.00
1752 RALEIGH AVE 12	LAPEER PLACE APARTMENTS	CR23-0952	Certified	11/28/2023	08/03/2025	121.00
1752 RALEIGH AVE 19	LAPEER PLACE APARTMENTS	CR23-0959	Certified	11/29/2023	08/03/2025	121.00
1801 RALEIGH AVE 2	LAPEER PLACE APARTMENTS	CR23-0966	Certified	11/28/2023	08/03/2025	121.00
1801 RALEIGH AVE 14	LAPEER PLACE APARTMENTS	CR23-0978	Certified	11/28/2023	08/03/2025	121.00
1801 RALEIGH AVE 15	LAPEER PLACE APARTMENTS	CR23-0979	Certified	11/28/2023	08/03/2025	121.00
1801 RALEIGH AVE 24	LAPEER PLACE APARTMENTS	CR23-0988	Certified	11/28/2023	08/03/2025	40.00
1844 RALEIGH AVE 3	LAPEER PLACE APARTMENTS	CR23-0991	Certified	11/28/2023	08/03/2025	121.00
1844 RALEIGH AVE 9	LAPEER PLACE APARTMENTS	CR23-0997	Certified	11/28/2023	08/03/2025	121.00
1844 RALEIGH AVE 12	LAPEER PLACE APARTMENTS	CR23-1000	Certified	11/28/2023	08/03/2025	121.00

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
1885 RALEIGH AVE 4	LAPEER PLACE APARTMENTS	CR23-1016	Certified	11/28/2023	08/03/2025	121.00
1885 RALEIGH AVE 6	LAPEER PLACE APARTMENTS	CR23-1018	Certified	11/28/2023	08/03/2025	121.00
1885 RALEIGH AVE 7	LAPEER PLACE APARTMENTS	CR23-1019	Certified	11/28/2023	08/03/2025	121.00
1885 RALEIGH AVE 15	LAPEER PLACE APARTMENTS	CR23-1027	Certified	11/29/2023	08/03/2025	121.00
515 ADAMS ST	DRINKARD, TODD	CR23-1081	Certified	11/28/2023	08/22/2025	125.00
621 S ELM ST	FOX RIDGE ENTERPRISES	CR23-1105	Certified	12/07/2023	09/26/2025	206.00
1126 MICHIGAN ST	SUMNER, DANE & AMIE	CR23-1308	Certified	11/27/2023	10/13/2025	125.00
1136 MICHIGAN ST	SUMNER, DANE & AMIE	CR23-1309	Certified	11/27/2023	10/13/2025	40.00
428 W PARK ST	KLUCK, ALEC & EMILY	CR23-1313	Certified	11/20/2023	10/24/2025	121.00
430 W PARK ST	KLUCK, ALEC & EMILY	CR23-1314	Certified	11/20/2023	10/24/2025	40.00
1890 RUSTIC DR 101	SELECTIVE REAL ESTATE LLC	CR23-1318	Certified	11/30/2023	08/24/2025	205.00
1890 RUSTIC DR 102	SELECTIVE REAL ESTATE LLC	CR23-1319	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 103	SELECTIVE REAL ESTATE LLC	CR23-1320	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 104	SELECTIVE REAL ESTATE LLC	CR23-1321	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 105	SELECTIVE REAL ESTATE LLC	CR23-1322	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 106	SELECTIVE REAL ESTATE LLC	CR23-1323	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 107	SELECTIVE REAL ESTATE LLC	CR23-1324	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 108	SELECTIVE REAL ESTATE LLC	CR23-1325	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 201	SELECTIVE REAL ESTATE LLC	CR23-1326	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 202	SELECTIVE REAL ESTATE LLC	CR23-1327	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 203	SELECTIVE REAL ESTATE LLC	CR23-1328	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 204	SELECTIVE REAL ESTATE LLC	CR23-1329	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 205	SELECTIVE REAL ESTATE LLC	CR23-1330	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 207	SELECTIVE REAL ESTATE LLC	CR23-1332	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 208	SELECTIVE REAL ESTATE LLC	CR23-1333	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 209	SELECTIVE REAL ESTATE LLC	CR23-1334	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 210	SELECTIVE REAL ESTATE LLC	CR23-1335	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 211	SELECTIVE REAL ESTATE LLC	CR23-1336	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 212	SELECTIVE REAL ESTATE LLC	CR23-1337	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 101	SELECTIVE REAL ESTATE LLC	CR23-1338	Certified	11/30/2023	08/24/2025	205.00

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
1750 RUSTIC DR 102	SELECTIVE REAL ESTATE LLC	CR23-1339	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 103	SELECTIVE REAL ESTATE LLC	CR23-1340	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 104	SELECTIVE REAL ESTATE LLC	CR23-1341	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 105	SELECTIVE REAL ESTATE LLC	CR23-1342	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 106	SELECTIVE REAL ESTATE LLC	CR23-1343	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 107	SELECTIVE REAL ESTATE LLC	CR23-1344	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 108	SELECTIVE REAL ESTATE LLC	CR23-1345	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 201	SELECTIVE REAL ESTATE LLC	CR23-1346	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 202	SELECTIVE REAL ESTATE LLC	CR23-1347	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 203	SELECTIVE REAL ESTATE LLC	CR23-1348	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 204	SELECTIVE REAL ESTATE LLC	CR23-1349	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 205	SELECTIVE REAL ESTATE LLC	CR23-1350	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 206	SELECTIVE REAL ESTATE LLC	CR23-1351	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 207	SELECTIVE REAL ESTATE LLC	CR23-1352	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 208	SELECTIVE REAL ESTATE LLC	CR23-1353	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 209	SELECTIVE REAL ESTATE LLC	CR23-1354	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 210	SELECTIVE REAL ESTATE LLC	CR23-1355	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 211	SELECTIVE REAL ESTATE LLC	CR23-1356	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 212	SELECTIVE REAL ESTATE LLC	CR23-1357	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 101	SELECTIVE REAL ESTATE LLC	CR23-1358	Certified	11/30/2023	08/24/2025	205.00
1730 RUSTIC DR 102	SELECTIVE REAL ESTATE LLC	CR23-1359	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 103	SELECTIVE REAL ESTATE LLC	CR23-1360	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 105	SELECTIVE REAL ESTATE LLC	CR23-1362	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 107	SELECTIVE REAL ESTATE LLC	CR23-1364	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 108	SELECTIVE REAL ESTATE LLC	CR23-1365	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 201	SELECTIVE REAL ESTATE LLC	CR23-1366	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 202	SELECTIVE REAL ESTATE LLC	CR23-1367	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 204	SELECTIVE REAL ESTATE LLC	CR23-1369	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 206	SELECTIVE REAL ESTATE LLC	CR23-1371	Certified	11/30/2023	08/24/2025	40.00

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
1730 RUSTIC DR 207	SELECTIVE REAL ESTATE LLC	CR23-1372	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 208	SELECTIVE REAL ESTATE LLC	CR23-1373	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 210	SELECTIVE REAL ESTATE LLC	CR23-1375	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 211	SELECTIVE REAL ESTATE LLC	CR23-1376	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 212	SELECTIVE REAL ESTATE LLC	CR23-1377	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 101	SELECTIVE REAL ESTATE LLC	CR23-1378	Certified	11/30/2023	08/24/2025	205.00
1710 RUSTIC DR 102	SELECTIVE REAL ESTATE LLC	CR23-1379	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 103	SELECTIVE REAL ESTATE LLC	CR23-1380	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 104	SELECTIVE REAL ESTATE LLC	CR23-1381	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 105	SELECTIVE REAL ESTATE LLC	CR23-1382	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 106	SELECTIVE REAL ESTATE LLC	CR23-1383	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 107	SELECTIVE REAL ESTATE LLC	CR23-1384	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 108	SELECTIVE REAL ESTATE LLC	CR23-1385	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 201	SELECTIVE REAL ESTATE LLC	CR23-1386	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 202	SELECTIVE REAL ESTATE LLC	CR23-1387	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 203	SELECTIVE REAL ESTATE LLC	CR23-1388	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 204	SELECTIVE REAL ESTATE LLC	CR23-1389	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 205	SELECTIVE REAL ESTATE LLC	CR23-1390	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 206	SELECTIVE REAL ESTATE LLC	CR23-1391	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 207	SELECTIVE REAL ESTATE LLC	CR23-1392	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 209	SELECTIVE REAL ESTATE LLC	CR23-1394	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 210	SELECTIVE REAL ESTATE LLC	CR23-1395	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 211	SELECTIVE REAL ESTATE LLC	CR23-1396	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 212	SELECTIVE REAL ESTATE LLC	CR23-1397	Certified	11/30/2023	08/24/2025	40.00
634 ADAMS ST	DND REAL ESTATE PROPERTI	CR23-1410	Certified	11/27/2023	10/24/2025	206.00
53 BENTLEY ST 3	ROBINSON, DANIELS J	CR23-1441	Certified	12/11/2023	12/11/2025	125.00

Total # of Certificates: 108

Total Amount Billed: \$8182.00

Monthly Rental Certificates

12/13/2023

BUILDING DEPARTMENT
576 LIBERTY PARK
LAPEER, MI 48446
810-245-9621

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
2141 VILLAGE WEST DR	PONTIUS, NORMA J INC	CR23-0489	Certified	11/16/2023	06/26/2025	206.00
2160 VILLAGE WEST DR	PONTIUS, NORMA J INC	CR23-0490	Certified	11/16/2023	06/26/2025	206.00
2165 VILLAGE WEST DR	PONTIUS, NORMA J INC	CR23-0491	Certified	11/16/2023	06/26/2025	206.00
2173 VILLAGE WEST DR	PONTIUS, NORMA J INC	CR23-0492	Certified	11/16/2023	06/26/2025	206.00
547 PINE ST 41	AAA HOME AND LAND PROPE	CR23-0807	Certified	11/27/2023	07/08/2025	286.00
547 PINE ST 42	AAA HOME AND LAND PROPE	CR23-0808	Certified	11/27/2023	07/08/2025	40.00
547 PINE ST 43	AAA HOME AND LAND PROPE	CR23-0809	Certified	11/27/2023	07/08/2025	121.00
834 MICHIGAN ST	TOTH PROPERTIES LLC	CR23-0815	Certified	11/22/2023	11/22/2025	206.00
1721 RALEIGH AVE 2	LAPEER PLACE APARTMENTS	CR23-0918	Certified	11/28/2023	08/03/2025	121.00
1721 RALEIGH AVE 6	LAPEER PLACE APARTMENTS	CR23-0922	Certified	11/28/2023	08/03/2025	121.00
1721 RALEIGH AVE 17	LAPEER PLACE APARTMENTS	CR23-0933	Certified	11/28/2023	08/03/2025	121.00
1721 RALEIGH AVE 19	LAPEER PLACE APARTMENTS	CR23-0935	Certified	11/28/2023	08/03/2025	40.00
1752 RALEIGH AVE 4	LAPEER PLACE APARTMENTS	CR23-0944	Certified	11/28/2023	08/03/2025	121.00
1752 RALEIGH AVE 5	LAPEER PLACE APARTMENTS	CR23-0945	Certified	11/28/2023	08/03/2025	121.00
1752 RALEIGH AVE 12	LAPEER PLACE APARTMENTS	CR23-0952	Certified	11/28/2023	08/03/2025	121.00
1752 RALEIGH AVE 19	LAPEER PLACE APARTMENTS	CR23-0959	Certified	11/29/2023	08/03/2025	121.00
1801 RALEIGH AVE 2	LAPEER PLACE APARTMENTS	CR23-0966	Certified	11/28/2023	08/03/2025	121.00
1801 RALEIGH AVE 14	LAPEER PLACE APARTMENTS	CR23-0978	Certified	11/28/2023	08/03/2025	121.00
1801 RALEIGH AVE 15	LAPEER PLACE APARTMENTS	CR23-0979	Certified	11/28/2023	08/03/2025	121.00
1801 RALEIGH AVE 24	LAPEER PLACE APARTMENTS	CR23-0988	Certified	11/28/2023	08/03/2025	40.00
1844 RALEIGH AVE 3	LAPEER PLACE APARTMENTS	CR23-0991	Certified	11/28/2023	08/03/2025	121.00
1844 RALEIGH AVE 9	LAPEER PLACE APARTMENTS	CR23-0997	Certified	11/28/2023	08/03/2025	121.00
1844 RALEIGH AVE 12	LAPEER PLACE APARTMENTS	CR23-1000	Certified	11/28/2023	08/03/2025	121.00

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
1885 RALEIGH AVE 4	LAPEER PLACE APARTMENTS	CR23-1016	Certified	11/28/2023	08/03/2025	121.00
1885 RALEIGH AVE 6	LAPEER PLACE APARTMENTS	CR23-1018	Certified	11/28/2023	08/03/2025	121.00
1885 RALEIGH AVE 7	LAPEER PLACE APARTMENTS	CR23-1019	Certified	11/28/2023	08/03/2025	121.00
1885 RALEIGH AVE 15	LAPEER PLACE APARTMENTS	CR23-1027	Certified	11/29/2023	08/03/2025	121.00
515 ADAMS ST	DRINKARD, TODD	CR23-1081	Certified	11/28/2023	08/22/2025	125.00
621 S ELM ST	FOX RIDGE ENTERPRISES	CR23-1105	Certified	12/07/2023	09/26/2025	206.00
1126 MICHIGAN ST	SUMNER, DANE & AMIE	CR23-1308	Certified	11/27/2023	10/13/2025	125.00
1136 MICHIGAN ST	SUMNER, DANE & AMIE	CR23-1309	Certified	11/27/2023	10/13/2025	40.00
428 W PARK ST	KLUCK, ALEC & EMILY	CR23-1313	Certified	11/20/2023	10/24/2025	121.00
430 W PARK ST	KLUCK, ALEC & EMILY	CR23-1314	Certified	11/20/2023	10/24/2025	40.00
1890 RUSTIC DR 101	SELECTIVE REAL ESTATE LLC	CR23-1318	Certified	11/30/2023	08/24/2025	205.00
1890 RUSTIC DR 102	SELECTIVE REAL ESTATE LLC	CR23-1319	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 103	SELECTIVE REAL ESTATE LLC	CR23-1320	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 104	SELECTIVE REAL ESTATE LLC	CR23-1321	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 105	SELECTIVE REAL ESTATE LLC	CR23-1322	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 106	SELECTIVE REAL ESTATE LLC	CR23-1323	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 107	SELECTIVE REAL ESTATE LLC	CR23-1324	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 108	SELECTIVE REAL ESTATE LLC	CR23-1325	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 201	SELECTIVE REAL ESTATE LLC	CR23-1326	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 202	SELECTIVE REAL ESTATE LLC	CR23-1327	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 203	SELECTIVE REAL ESTATE LLC	CR23-1328	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 204	SELECTIVE REAL ESTATE LLC	CR23-1329	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 205	SELECTIVE REAL ESTATE LLC	CR23-1330	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 207	SELECTIVE REAL ESTATE LLC	CR23-1332	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 208	SELECTIVE REAL ESTATE LLC	CR23-1333	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 209	SELECTIVE REAL ESTATE LLC	CR23-1334	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 210	SELECTIVE REAL ESTATE LLC	CR23-1335	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 211	SELECTIVE REAL ESTATE LLC	CR23-1336	Certified	11/30/2023	08/24/2025	40.00
1890 RUSTIC DR 212	SELECTIVE REAL ESTATE LLC	CR23-1337	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 101	SELECTIVE REAL ESTATE LLC	CR23-1338	Certified	11/30/2023	08/24/2025	205.00

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
1750 RUSTIC DR 102	SELECTIVE REAL ESTATE LLC	CR23-1339	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 103	SELECTIVE REAL ESTATE LLC	CR23-1340	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 104	SELECTIVE REAL ESTATE LLC	CR23-1341	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 105	SELECTIVE REAL ESTATE LLC	CR23-1342	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 106	SELECTIVE REAL ESTATE LLC	CR23-1343	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 107	SELECTIVE REAL ESTATE LLC	CR23-1344	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 108	SELECTIVE REAL ESTATE LLC	CR23-1345	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 201	SELECTIVE REAL ESTATE LLC	CR23-1346	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 202	SELECTIVE REAL ESTATE LLC	CR23-1347	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 203	SELECTIVE REAL ESTATE LLC	CR23-1348	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 204	SELECTIVE REAL ESTATE LLC	CR23-1349	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 205	SELECTIVE REAL ESTATE LLC	CR23-1350	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 206	SELECTIVE REAL ESTATE LLC	CR23-1351	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 207	SELECTIVE REAL ESTATE LLC	CR23-1352	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 208	SELECTIVE REAL ESTATE LLC	CR23-1353	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 209	SELECTIVE REAL ESTATE LLC	CR23-1354	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 210	SELECTIVE REAL ESTATE LLC	CR23-1355	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 211	SELECTIVE REAL ESTATE LLC	CR23-1356	Certified	11/30/2023	08/24/2025	40.00
1750 RUSTIC DR 212	SELECTIVE REAL ESTATE LLC	CR23-1357	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 101	SELECTIVE REAL ESTATE LLC	CR23-1358	Certified	11/30/2023	08/24/2025	205.00
1730 RUSTIC DR 102	SELECTIVE REAL ESTATE LLC	CR23-1359	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 103	SELECTIVE REAL ESTATE LLC	CR23-1360	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 105	SELECTIVE REAL ESTATE LLC	CR23-1362	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 107	SELECTIVE REAL ESTATE LLC	CR23-1364	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 108	SELECTIVE REAL ESTATE LLC	CR23-1365	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 201	SELECTIVE REAL ESTATE LLC	CR23-1366	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 202	SELECTIVE REAL ESTATE LLC	CR23-1367	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 204	SELECTIVE REAL ESTATE LLC	CR23-1369	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 206	SELECTIVE REAL ESTATE LLC	CR23-1371	Certified	11/30/2023	08/24/2025	40.00

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
1730 RUSTIC DR 207	SELECTIVE REAL ESTATE LLC	CR23-1372	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 208	SELECTIVE REAL ESTATE LLC	CR23-1373	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 210	SELECTIVE REAL ESTATE LLC	CR23-1375	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 211	SELECTIVE REAL ESTATE LLC	CR23-1376	Certified	11/30/2023	08/24/2025	40.00
1730 RUSTIC DR 212	SELECTIVE REAL ESTATE LLC	CR23-1377	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 101	SELECTIVE REAL ESTATE LLC	CR23-1378	Certified	11/30/2023	08/24/2025	205.00
1710 RUSTIC DR 102	SELECTIVE REAL ESTATE LLC	CR23-1379	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 103	SELECTIVE REAL ESTATE LLC	CR23-1380	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 104	SELECTIVE REAL ESTATE LLC	CR23-1381	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 105	SELECTIVE REAL ESTATE LLC	CR23-1382	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 106	SELECTIVE REAL ESTATE LLC	CR23-1383	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 107	SELECTIVE REAL ESTATE LLC	CR23-1384	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 108	SELECTIVE REAL ESTATE LLC	CR23-1385	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 201	SELECTIVE REAL ESTATE LLC	CR23-1386	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 202	SELECTIVE REAL ESTATE LLC	CR23-1387	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 203	SELECTIVE REAL ESTATE LLC	CR23-1388	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 204	SELECTIVE REAL ESTATE LLC	CR23-1389	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 205	SELECTIVE REAL ESTATE LLC	CR23-1390	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 206	SELECTIVE REAL ESTATE LLC	CR23-1391	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 207	SELECTIVE REAL ESTATE LLC	CR23-1392	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 209	SELECTIVE REAL ESTATE LLC	CR23-1394	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 210	SELECTIVE REAL ESTATE LLC	CR23-1395	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 211	SELECTIVE REAL ESTATE LLC	CR23-1396	Certified	11/30/2023	08/24/2025	40.00
1710 RUSTIC DR 212	SELECTIVE REAL ESTATE LLC	CR23-1397	Certified	11/30/2023	08/24/2025	40.00
634 ADAMS ST	DND REAL ESTATE PROPERTI	CR23-1410	Certified	11/27/2023	10/24/2025	206.00
53 BENTLEY ST 3	ROBINSON, DANIELS J	CR23-1441	Certified	12/11/2023	12/11/2025	125.00

Total # of Certificates: 108

Total Amount Billed: \$8182.00



Item K-1-2-A

To: Mike Womack, City Manager
C.C. City Board of Commissioners
From: Denise Marinelli, Assessor
Date: December 8, 2023
RE: Monthly Departmental Report

ASSESSING DEPARTMENT CONCENTRATION:

- Property Transfers are processed and are currently up to date. Deeds have been processed through November.
- Current Deed breakdown:

Deeds	November	Vacant land	New Construction	Prior Month
Transfers	33	15	1	9
Non-Transfers	20			11
Forcl/Redmptn	0/1			1/1
Total	54			22

- We are currently working on Land Values for the 2024 Assessments and have completed the Personal Property canvas.
- This month is packed with end-of-year completion for the 2024 values, such as land values, ECF Analysis, Permit Completions/Partials, and annual reviews. The heavy workload for the next few months will greatly increase turnaround time for work and information requests.
- The Assessing Department has completed Workplace Violence and De-escalation training.
- The December Board of Review met on Tuesday December 12 at 10 a.m. We currently have a position open for Board of Review Member.
- We have one Michigan Tax Tribunal case pending for the 2023 tax year.
- The department continues to investigate, correct, and update property description discrepancies, omissions, errors, and changes. We assist departments, property owners, realtors and appraisers with questions and concerns as well as processing address and lot split requests.
- As always, please contact me if you have any questions or concerns.



Item # K-1-2-B

To: Mike Womack, City Manager
From: Kelly Hanna, Director of Financial Services
Date: December 11, 2023
RE: Income Tax Monthly Report for November 2023

CITY OF LAPEER
Monthly Financial Statement
Income Tax Department
November 2023

<u>Fiscal Year</u>	<u>Net Monthly Income</u>	<u>Net Total Yr-to-date</u>	<u>Original Budget for year</u>	<u>Current Budget for year</u>	<u>Actual Total for year</u>	<u>Excess (Deficit) Revenue</u>
2013/14	\$251,506	\$1,240,348	\$2,590,000	\$2,590,000	\$2,827,204	\$237,204
2014/15	\$262,013	\$1,320,382	\$2,590,000	\$2,590,000	\$2,953,553	\$363,553
2015/16	\$247,803	\$1,269,034	\$2,785,000	\$2,785,000	\$3,069,571	\$284,571
2016/17	\$196,441	\$1,418,679	\$3,065,000	\$3,065,000	\$3,212,298	\$147,298
2017/18	\$283,036	\$1,526,097	\$3,165,000	\$3,165,000	\$3,349,223	\$184,223
2018/19	\$252,114	\$1,513,955	\$3,175,000	\$3,175,000	\$3,521,027	\$346,027
2019/20	\$332,857	\$1,446,569	\$3,265,000	\$3,265,000	\$3,228,023	-\$36,977
2020/21	\$359,697	\$1,441,536	\$3,495,000	\$3,495,000	\$3,783,095	\$288,095
2021/22	\$498,412	\$1,869,561	\$3,476,000	\$3,476,000	\$4,527,734	\$1,051,734
2022/23	\$412,987	\$1,794,442	\$4,090,000	\$4,140,076	\$4,941,930	\$801,854
2023/24	\$199,392	\$1,957,650	\$4,833,000	\$4,833,000		

Original Budget and Current Year Budget columns for FYE 2013- 2020 adjusted to include budgeted p&l & prosecution



Item # K-1-2-C

To: Mike Womack, City Manager
From: Kelly Hanna, Director of Financial Services
Date: December 13, 2023
RE: Finance Department Report for November 2023

- 1) 182 - voucher checks were issued.
- 2) 357 - payroll payments were issued.
- 3) 98 - income tax refund checks were issued.
- 4) Records were reviewed with those needing information on burial location. There were twenty-four (24) graves purchased (23 resident/1 non-resident), one (1) full burial, one (1) burial of cremains, and one Saturday burial.
- 5) Twenty-Six (26) Summer 2023 property tax bills were receipted for \$40,400.92; three (3) delinquent 2022 personal property tax bills were receipted for \$1,612.27; and one (1) delinquent 2021 personal property tax bill was receipted for \$302.36.
- 6) There were 88 additions and 65 cancellations received regarding the voter registration records.



ITEM K-1-3

To: Mike Womack, City Manager
From: Mike Vogt, Fire Chief
Date: December 5, 2023
RE: November 2023

MONTH SUMMARIZED:

Training: The department conducted a total of six training sessions (3 day/3 night). A total of 132.5 man-hours were spent in training during the month.

Community Risk Reduction: Department personnel participated in two public education events during the month, which one took place in the City of Lapeer and the other in Mayfield Township. A total of 83 children and 14 adults participated in these events.

Fire & Life Safety: 10 annual inspections, three reinspection, eight other types of inspections, one complaint, and five site visits were completed in the City. Five site plans were reviewed for the Planning Department and one fire alarm plan, one site plan, one tenant space plan, one interior remodel plan and one sprinkler plan were reviewed for the Building Department for the month of November.

Responses: The department responded to a total of 28 incidents during the month, requiring a total of 191.5 man-hours. This is 26 less responses than we had for the same period in 2022. 57% of these responses occurred Monday-Friday between the hours of 6:00 am and 6:00 pm. The estimated dollar loss for the month was \$5,300, bringing the estimated annual dollar loss for the year to \$1,867,825. The loss for the month resulted from a vehicle fire and an overheated HVAC motor in the City of Lapeer.

The number of responses for the month by municipality was: City of Lapeer-17, Lapeer Twp-1, Mayfield Twp-6, Oregon Twp-3, Automatic/Mutual Aid-1.

The average emergency response time (in minutes) to each municipality was: City of Lapeer-8.4, Lapeer Twp-0.0, Mayfield Twp-6.0, Oregon Twp-9.0.

The calendar year annual percentage of responses by municipality is: City of Lapeer-53.66%, Lapeer Twp-10.24%, Mayfield Twp-23.17%, Oregon Twp-7.56%, Assists-5.37%.

The number of burn permits issued for the month by municipality was: Lapeer Twp-87, Mayfield Twp-73, Oregon Twp-48.

The breakdown of responses by type is as follows:

Fire Alarm-Malicious	0	Fire Alarm-Unintentional	5
Fire Alarm-Malfunction	0	Fire Alarm-Residential	0
Building Fire-Residential	1	Building Fire-Commercial	0
Building Fire-Other	0	Vehicle Fire	1
Grass/Brush Fire	0	Rescue	1
Good Intent	5	Electrical Related	1
Smoke Investigation	1	Gasoline/Diesel Spill/Leak	0
Natural Gas/Propane Leak	2	Carbon Monoxide (alarm & actual)	5
Other Type Fires	1	Other Type Response	4
Assist to Other Agencies	1	Washdown	0

November 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Incident 23-383 Incident 23-384 Fire Safety Event	2 Incident 23-385 Fire Safety Event	3 Incident 23-386 Incident 23-387	4
5 Incident 23-388	6 Training Comm Mtg	7	8 Incident 23-389 Incident 23-390 Incident 23-391	9 Incident 23-392	10 Incident 23-393	11 Incident 23-394
12 Incident 23-395	13 Incident 23-396 Incident 23-397 Training	14 Incident 23-398 Incident 23-399	15 Incident 23-400 Leadership Mtg.	16 Incident 23-401	17 Incident 23-402	18 Incident 23-403 Incident 23-404
19 Incident 23-405	20 Training	21 Incident 23-406	22	23 Incident 23-407	24 Incident 23-408	25
26 Incident 23-409	27 Training	28	29 Incident 23-410	30		
		Notes Incidents (Monthly Total - 28) Training Public Events Meetings/Department Work New Hiring Process Public Assistance				



Dept: Housing Improvement Department
Submitted To: Mr. Mike Womack, City Manager
From: Denise Soldenski, Director of Housing and Neighborhood Development
Date: December 21st, 2023
RE: November 8th, 2023 – December 12th, 2023
copy: Lapeer Housing Commission/Lapeer Riverview Towers, LLC

LAPEER HOUSING COMMISSION (LHC)/LAPEER RIVERVIEW TOWERS, LLC (LRT)

A. RIVERVIEW TOWERS: HUD PROJECT BASED VOUCHER (PBV)

1. As of December 12, Riverview Towers has one vacancy which is expected to be filled by the end of the year.
2. The Riverview waitlist contains a sufficient supply of applicants to fill vacant units.
3. Response from residents for a Riverview Towers cookbook was low and only a few recipes were submitted. Staff has decided to include recipes in the monthly calendar/newsletter instead.

B. HOUSING CHOICE VOUCHER PROGRAM (HCV)

1. As of December 12, 97 vouchers are under contract and two new vouchers have been issued.
2. Pulling applicants from the waitlist will continue as funding allows to fill vacant vouchers.

C. ADMINISTRATION

1. **Attachment #1** Lapeer Housing Commission/Lapeer Riverview Towers, LLC financials.
2. Enclosed in this month's packet is the FYE 6/30/2023 single audit from Anderson, Tackman, & Company, PLC. ***Ms. Soldenski will review and request approval of the LHC/LRT single audit for FYE 6/30/2023.*** Big kudos to the staff for another audit completed with zero findings!
3. ***Ms. Soldenski would like approval from the board to amend the effective date of changing the LHC passbook rate from 0.06% to 0.4% until the LHC can fully implement HOTMA which will not be until later in 2024.***
4. ***Ms. Soldenski would like approval from the board to accept a bid from Johnson Controls for a 5G Cellular Communicator upgrade to the existing fire panel in the amount of \$1656 with ½ of the cost, \$828, paid in advance for materials. This upgrade will also cost \$600 annually for cellular service for two lines (a primary and a secondary).*** Since this is a cost below our micro-purchase limit of \$3,500, no other bids are required. Also, this is a portion of the larger system that will need to operate as a whole; therefore, it is difficult to piece together with different vendors without compromising functionality. The cellular system will replace an antiquated analog phone system which costs approximately \$800/year for one phone line. Annually this should be a savings of approximately \$200 for the phone service.
5. ***Ms. Soldenski would like approval from the board to establish a resident stipend agreement for seasonal decorating for Riverview Towers.*** Per 24 CFR 5.609, HUD allows a maximum of \$200/month to be paid to Section 8 participants for services that "enhance the quality of life" for the community that can be excluded as income from the tenant's rent calculation. LRT has a resident who has tastefully decorated the

Community room, tops of mailboxes and Christmas tree for years without compensation using her own materials. Ms. Soldenski would like to establish an agreement where LRT would pay a maximum of \$40/month for the aforementioned decorating services along with an additional \$80 maximum for the month of December for extra efforts for the Christmas tree. This is a rate of \$20/hour. Ms. Soldenski asked other housing commissions about similar arrangements for resident stipends and feedback has been that \$20/hr is a common rate and that the program is mutually beneficial for the community and the resident.

6. HUD released the Final Rule of the Housing Opportunity Through Modernization Act (HOTMA) of 2016, Sections 102, 103 and 104 on February 14th, 2023. This rule provides for income and asset changes that will affect the HCV and PBV programs and will be effective January 1st, 2024. HUD released PIH Notice 2023-27 which provides implementation guidance for sections 102 and 104, the two sections that impact HCV and PBV. PHAs must be compliant on or before January 1st, 2025. HUD's guidance requires PHAs to include HOTMA in their Annual Plans which are due 75 days prior to the beginning of the fiscal year, July 1st for LHC. Therefore, LHC compliance date will be after April 17th, 2024 and on or before Jan. 1st, 2025. Factors that will impact the LHC compliance date are software system readiness, staff training and tenant/landlord notifications. *Ms. Soldenski has been working on converting the LHC HCV Admin Plan to the format purchased by Nan McKay which includes the HOTMA updates.*
7. HUD is also changing the process/standard for Housing Quality Standard Inspections (HQS) to National Standards for the Physical Inspection of Real Estate (NSPIRE). The new standard is an inspection model that is more common across the various HUD programs. This new method is under pilot and was scheduled to be rolled out for HCV/PBV in October 2023; however, HUD has allowed PHAs to use existing inspection protocols until October 2024 to allow for systems to be updated and training to take place. Full implementation will include use of an NSPIRE application via handheld tablet or dedicated cell phone for electronic inspections. HUD has issued PIH Notice 2023-28 which provides for implementation guidance and administrative procedures for HCV/PBV. *Ms. Soldenski completed training via Nan McKay on 11/9/23 and is now certified for NSPIRE.*
8. HUD is moving forward with a more clear proposed rule for Affirmatively Furthering Fair Housing. HUD's intent is to "affirmatively further fair housing by creating strong, sustainable, inclusive communities and quality affordable housing for all." More information to come as this proposed rule approaches final rule.
9. HUD has been releasing updated chapters in the "Housing Choice Voucher Program Guidebook". As the chapters are released, Ms. Soldenski reviews, updates and requests approval for our HCV Administrative Plan, if necessary. *There are no updates to the Guidebook this month that affect policy.*



To: Housing Improvement Department
Submitted To: Mr. Mike Womack, City Manager
From: Denise Soldenski, Director of Housing and Neighborhood Development
Date: December 21st, 2023
RE: November 8th, 2023 – December 12th, 2023
copy: Lapeer Neighborhoods Inc.

A. HOUSING IMPROVEMENT DEPARTMENT (HID) - See attachment #2 for project photos.

1. **MSHDA NEP - Mt. Hope Area Grant Program (Round 8):**
 - a. **Project 2 – W. Park St.** – Roof Replacement/Driveway-Sidewalk Install –Completed
2. **USDA Rural Development HPG Grant:** Grant funding has been extended for 6 more months and will be ending as of March 30, 2024. Grant funding balance is \$32,697.04. USDA has given approval to use the funds as a single component and not a whole project. This will hopefully use up the final dollars available.
 - a. **Project 2 - Hartley St.** – Crawl Space/Minor Home Rehab – Contractor revised the drawings and is in the process of revising their bid request. Project is anticipated to start after the first of the new year.
 - b. **Project 5 – W. Park St.** – Roof/ADA Ramp – Completed
3. **MSHDA MI-HOPE Grant:** MSHDA has completed the amendment and projects are eligible to start. Ms. Lincoln is working on gathering additional documents to start the process for each applicant.
 - a. **Project 1 - Lincoln St.** - Roof, Water Heater, Electrical – Application stage.
 - b. **Project 2 – Jefferson St.** – Windows, Insulation, Appliances, Storm Doors/Exterior Doors, HVAC, Electrical – Application stage.
 - c. **Project 3 – N. Calhoun St.** – Window Replacement – Application stage.
 - d. **Project 4 – S. Elm St.** – Roof Replacement – Application stage.
 - e. **Project 5 – Hartley St.** – Furnace/Air and Water Heater – Application stage.
4. **MSHDA Housing Choice Vouchers / Section 8**
 - a. Lapeer County's voucher allocation is 342 regular Housing Choice Vouchers, 7 Project Based Vouchers, 17 Emergency Housing Vouchers for a total in Lapeer County of 366. Tuscola County allocation is 88 Housing Choice Vouchers, 5 Project Based Vouchers, and 3 Emergency Housing Vouchers for a total in Tuscola County of 96. Huron County allocation is a total of 47 Housing Choice Vouchers, and 2 Emergency Housing Vouchers for a total of 49. Our total VASH allocation remains at 35, Moving Up is 3, and Balance of State is 1. MSHDA has discontinued reporting the allowable over-allocation of 4% maximum. The total allocation is 556.
 - b. Current lease up rate is now at 99.26%.
 - c. MSHDA has provided the HCV Administration contract extension for calendar year 2024. Ms. Soldenski will be requesting approval at the 12/18/23 City Commission along with independent contractor staff contracts corresponding to that MSDHA contract.

B. LAPEER NEIGHBORHOODS INCORPORATED (LNI)

1. Projects –

- a.** 405 S. Elm: Vacant: Continuing research into funding for a potential build or possible sale of the property. The market is not in a good position to build, as the cost would outweigh what a home could sell for at this location, especially with higher interest rates. This may be possible with future grants if a development subsidy is available.

C. FINANCE

1. Attachment #1: Financial report. **FYE 12/31/2022 Financials**

D. ADMINISTRATION

1. ***Review and approval of the FYE 12/31/2022 Financials.*** Financial reports are included in the Board packets. This year, Oesch, Sieting & Howrylak completed a “preparation” vs. a “compilation” due to the minimal financial activity. This will also result in a savings for LNI for accounting services. We will most likely carry this format going forward unless there is a specific reason to increase the level of financial consult.

TO: Lapeer City Planning Commission
FROM: Planning Department
DATE: December 5, 2023
RE: December 2023 Development Activities Report



This report summarizes activity on various development projects in the City over the past month listed by full site plans for developments reviewed and approved by the Planning Commission and administratively reviewed site plans for projects currently in the review and development process.

Site Plans Reviewed by Planning Commission

1. Lapeer Cultivation – Grow Facility – 39 & 47 W. Genesee Street

General Information – Construction of a new marihuana grow facility (formerly known as SEMI Grown) with related site improvements.

Project Status – The site plan was submitted on November 1, 2023 and is currently being reviewed by staff for consideration at the December 14, 2023 Planning Commission meeting.

2. EL Cozumel Restaurant – 1109 S. Main Street

General Information – Construction of a new 7,000 sq. ft. restaurant with related site improvements.

Project Status – The site plan was submitted on October 31, 2023 and is currently being reviewed by staff for consideration at the December 14, 2023 Planning Commission meeting.

3. DTE Energy – Apollo Substation – 3135 John Conley Dr. South

General Information – Construction of a new electrical substation and control building with related site improvements.

Project Status – The site plan was submitted on October 27, 2023 and is currently being reviewed by staff for consideration at the January 11, 2024 Planning Commission meeting.

4. Security Credit Union – 1073 S. Main St.

General Information – Construction of a new 3,438 sq. ft. credit union facility with four drive through lanes.

Project Status – The site plan was submitted on August 31, 2023. Revised plans were submitted on September 27, 2023 and approved with conditions by the Planning Commission on October 12, 2023. City staff is waiting on revised plans, including MDOT and LCRC permits.

5. Carriage Hill Circle – New Multiple-Family Residential Units

General Information – Construction of a new phased multiple-family residential development consisting of 32 units on Carriage Hills Circle.

Project Status – The site plan was submitted on April 3, 2023 and revised plans were received on April 26th, June 9th July 21st. The Planning Commission approved the site plan with conditions on August 10, 2023. Revised plans were received on August 31st and October 19th 2023. The site plan was approved on October 19, 2023 and final signed plans were distributed October 31, 2023. The applicant has stated that final building plans will be submitted in Spring 2024.

6. Sunoco Station – 715 S. Main St.

General Information – Construction of a 2,135 sq. ft. addition to the existing Sunoco Gas Station.

Project Status – The site plan was submitted on April 3, 2023. The Planning Commission conditionally approved the site plan at the July 13th, 2023, meeting. Final plans were approved as of September 14, 2023 and signed copies were distributed on September 29, 2023. The building department is awaiting submittal of building plans.

7. Blain's Farm and Fleet – SE Corner of Turrill Rd./S. Lapeer Rd.

General Information – Construction of a new 84,000+ sq. ft. commercial building with auto repair bays on a vacant parcel at the southeast corner of Turrill Rd./S. Lapeer Rd.

Project Status – The site plan was submitted on January 6, 2023. Received contingent approval by the Planning Commission on February 9, 2023 based on addressing all outstanding City staff comments. The applicant re-submitted a variance request concerning exterior building materials on which action was postponed by the ZBA on October 23rd pending a determination by the Planning Commission on November 9, 2023. The Planning Commission determined on November 9 that the proposed metal siding was not an appropriate predominant building material and directed the Planning Department to explore alternative options with the applicant. Revised plans are pending.

8. Lapeer Villas – Baldwin Rd. – Site Plan Amendment

General Information – Construction of 147 Multiple-Family units on a vacant parcel on the north side of Baldwin Road. An amendment to the previous plan was approved to convert some of apartment building (5, 6 & 7) garage spaces into apartments and construct a club house with pool.

Project Status – The site plan was originally submitted and approved in 2019. An amended site plan was received July 26, 2022. The Planning Commission approved the amended site plan with on August 11, 2022. Construction of Phase II is underway and Phase I is awaiting final occupancy following a decision on from the Planning Commission regarding a waiver request. Construction of the clubhouse and pool is planned for future Phases (3 and 4). The applicant's request for a waiver from landscaping buffer requirements to not construct a perimeter privacy fence was denied at the November Planning Commission meeting. The City will request a final as-built site plan prior to building plan review given the number of changes to the site with various phases and minor changes to exterior improvements. The applicant is requesting a temporary certificate of occupancy for portions of Phase II, but must submit a new performance bond to the Planning Department for all exterior improvements.

9. Woodchips Mixed Use Building – Vacant Lot at Northeast Corner Nepessing/Mason

General Information – Construction of a new three-story mixed-use building on the vacant lot immediately west of Chef G's with commercial and restaurant uses on the 1st floor and apartments on the 2nd and 3rd floors.

Project Status – Site plans were received on May 3, 2022 and May 26, 2022. The Planning Commission contingently approved the site plan on June 9, 2022 and an extension was approved on June 8, 2023 to expire on June 9, 2024. The Planning Department allowed the applicant to move forward with building plan submittal while final engineering details on site plans are finalized. Final building plans are still pending.

10. Murphy Oil USA – 579 E. Genesee St.

General Information – Redevelopment of the gas station site including a 1,400 sq. ft. pre-manufactured convenience store building and additional gas pumps.

Project Status – The site plan was approved with conditions at the May 12, 2022 Planning Commission meeting. The Planning Department received revised site plans June 8 and June 23, 2022. The site/engineering plans have been approved. The Building Dept has approved the building plans. Building permits were issued in June 2023 and construction is complete. The Planning Department inspected the site on 11/28/2023 and found no outstanding issues.

11. Tommy's Carwash – Lapeer Commons - Lapeer Rd

General Information – Construction of a 4,550 sqft building and parking lot for an automatic carwash. The applicant is also modifying the Planned Unit Development conceptual plan.

Project Status – The site plan was received Dec. 20, 2021. The Planning Commission contingently approved the site plan on Feb. 10, 2022. Revised site plans were received on March 7 and August 26, 2022. The project received site plan extension approval from the Planning Commission to expire on February 10, 2024. City staff is waiting for revised site plans and approved sanitary sewer easement. The Planning Dept. has received no further communication from the applicant at this time.

12. Beasley – Building Remodel and Parking Lot Improvements – 891 Baldwin Rd

General Information – Construction of a rear parking lot area, with landscaping, and building exterior remodeling to an existing building for a professional office.

Project Status – The site plan was received on November 18, 2021 and received contingent approval by the Planning Commission on January 13, 2022. Final approved plans were distributed November 29, 2022. The Zoning Board of Appeals approved a variance for exterior materials on April 24, 2023. Building permit was issued in June 2023 and construction is underway.

13. Popeye’s – Drive-Through Facilities – 1040 S. Lapeer Rd.

General Information – Construction of two new buildings (a 2,143 sq. ft. building to the north and a 2,529 sq. ft. to the south) for drive-through facilities and shared parking with the neighboring property.

Project Status – The site plan for Phase 1 of the development was received on November 1, 2021. On December 9, 2021 the Planning Commission approved a special land use. The site plan received contingent approval at the January 13, 2022 Planning Commission meeting. MDOT required changes to the access drive location on M-24. The Planning Commission granted a site plan extension until January 13, 2024. Revised plans were received on March 24, June 14 and August 9 and September 27, 2023. Draft easement agreements were sent to the City’s Engineer for review on October 30, 2023. The applicant was permitted to move forward with building plan review while easement agreements are pending.

14. Lapeer M-21 Gas Station – 1280 Imlay City Rd

General Information – Redevelopment of the current site to be a gas station located at 1280 Imlay City Road. Half of the building will be demolished while the remaining 3,680 sq. ft. will be used as the convenience store.

Project Status – The site plan was received on May 17, 2021. The Planning Commission contingently approved the special land use on July 8, 2021. The site plan received contingent site plan approval from the Planning Commission on January 13, 2022. Revised plans were received March 30, April 29, July 11, and July 14, 2022. The final signed and approved site/engineering plans have been distributed. Demolition has been completed and construction is underway.

15. Woodbridge Park II – North and West of existing Woodbridge Park Development

General Information - Construction of 58 additional attached conventional condominium units north and west of the existing Woodbridge Park development. Individual condo units will be constructed in two, three and four unit attached structures.

Project Status - The site plan was approved by the Planning Commission on January 10, 2019. Revised site plans were received on June 7, 2019 and approved by staff on June 14, 2019. The required performance bond was submitted on March 3, 2020 and final approved/signed were distributed March 4, 2020. Permits were renewed in June 2023. Construction is underway.

Administrative Review Site Plans in Process

1. Walmart – 555 E. Genesee St. – Building Addition & Exterior Improvements

General Information – Construction of a small addition to the curbside pick-up area at the southeast corner of the building & various building exterior improvements.

Project Status – Site plan received on January 23, 2023 and approved on March 21, 2023. Internal renovations completed 8/30/2023, the grab & go addition is currently underway. Waiting for shipping containers to be removed from the site.

2. Jim Riehl’s – 1515 S. Lapeer Rd. – New Front Façade & Building Addition

General Information – Construction of a new front exterior façade and 2,960 sqft. building addition.

Project Status – The site plan was received on March 23, 2022 and revised plans were received

June 22 and July 15, 2022. The final signed and approved site/engineering plans were approved on July 21, 2022. The Building Department has completed review of the building plans and are waiting for building permit applications to be submitted.

Projects on Hold:

HTF Hydraulic Tubes & Fittings – 524 McCormick St.

General Information – Construction of a 3,645 sq. ft. building addition and resurfacing of the existing parking lot at the existing site.

Project Status – The site plan was received on September 29, 2020. Site plans were approved on November 10, 2020. The Building Department has revoked their Temporary Certificate of Occupancy. The City is waiting for construction to be completed in accordance with the approved site plan.

Back Building LLC – Women’s Healthcare Associates Medical Office Building

General Information – A new one-story 13,500 sq. ft. medical office building at 1177 S. Main St. The property is located in the “Annexation by Choice” area along the east side of S. Main St., north of Turrill Rd., was transferred into the City and rezoned from R-2 to B-2 on February 2, 2015. The site plan was approved by the Planning Commission on February 12, 2015.

Project Status – Final revisions were made to the plans on April 23, 2018 and plans were approved on May 2, 2018. The Building Department is waiting for as-built plans and has issued a temporary Certificate of Occupancy. Zoning Permits have been issued for five tenants to date. An email was sent to the owner on July 27, 2023 to request as-built plans. A letter was sent to the property owner on (9/5/2023) giving them 15 days to communicate with the City regarding intent to provide as-built drawings. The owner has communicated that they intend to comply. The building department will provide a revised deadline to complete the as-built plan.

ITEM K-1-6



MEMORANDUM

CITY OF LAPEER POLICE DEPARTMENT

TO: Mike Womack, City Manager

FROM: Jeremy Howe, Chief of Police

DATE: 12/11/2023

RE: Monthly Report; November 1 – November 30, 2023

In the month of November 2023, our Police Department Officers responded to 838 calls for service. Of these 838 calls for service, 94 were criminal activity reports, of which 34 required submissions to the Michigan Incident Crime Reporting System (MICRS). Our officers made 15 arrests in November, 1 felony crimes and 14 misdemeanor crimes, with 1 arrest for operating under the influence of alcohol or drugs.

This month our officers made 249 traffics stops, issued 29 citations, and gave 220 verbal warnings. Officers also handled 56 vehicle crashes.

No overdose cases were reported in the month of November, there were no overdose fatalities.

Officers from the department attended 176 hours of advanced training. As part of our Capital Improvement Plan, the department was issued new duty weapons that required over 8 hours of training per officer. The training was required for the new sights that have been installed. Ranger Instructors found that many of our officers have greatly improved their accuracy due to the new sight system. Other training included Glock Armorer training and Crime Prevention for Places of Worship.

Our distracted driving initiative for the month of November concluded with 88 traffic stops which resulted in 10 citations and 78 verbal warnings. Total distracted driving patrol time spent during November was 215 hours.

Code enforcement for November resulted in 63 complaint numbers issued through Clemis reporting system. There were 35 complaints for signs, 22 for sidewalk snow, 4 for blight, 1 for abandoned vehicle and 1 for improper registration. Code Enforcement Officer Pete Haggadone continues to work with our businesses owners and residents in getting compliance over issuing citations.

The total amount of overtime hours was 290. The vast majority of those hours, 262, come from holiday pay as officers receive time and half for working those days. The remainder of the hours were from special events, investigations, call-ins and training. We work diligently on keeping our overtime at a minimum. For example, the department wide training for the new firearms resulted in only 3 hours of overtime. This is credit to our officers moving their schedules around and taking comp time.

I would also like to wish the City Commissions, our Mayor, the City Manager and the rest of the great staff a wonderful and Merry Christmas!

ITEM K-1-6

Lapeer City Police Department			
Monthly Report			
NOVEMBER 2023			
	<u>Current</u>	<u>Calendar Year</u>	<u>Previous Year</u>
	<u>Month</u>	<u>To Date</u>	<u>To Date</u>
Complaints Received and Investigated	838	9452	10353
District Court Fines Received	\$ 1,013.10	\$ 15,383.28	\$ 13,699.29
OUIL-Cost of Prosecution	\$ 255.00	\$ 3,505.00	\$ 4,625.00
Charges for Copies of Police Reports	\$ 122.00	\$ 2,336.50	\$ 3,126.00
<u>ACCIDENTS:</u>			
Fatal	0	0	2
Property Damage	37	289	272
Private Property Damage	15	187	210
Personal Injury	4	52	62
<u>ARRESTS:</u>			
Misdemeanor	14	270	174
Felony	1	55	54
<u>HEROIN/OVERDOSE INCIDENTS:</u>			
Heroin Possession/Usage	0	0	2
Overdose	1	4	7
Overdose Deaths	0	3	0



Interoffice Memo

ITEM K-1-7

To: Mike Womack, City Manager
From: Jeff Graham, Director of Public Works
Date: December 11, 2023
RE: Public Works Monthly Report – November 2023

Department of Public Works Division Summary:

Water/Sewer Utilities Division and Streets Division:

In November the DPW finished winterizing fire hydrants. Assisting contractors on Genesee St. project and lead line replacement project. We continue with our annual leaf pickup. The city had 3 days this month we needed to apply salt to our city streets using 32 tons of salt.

Other tasks completed in this month include but are not limited to the following items:

- Cleaned sanitary sewer lines on West Brook Dr. and on North Ridge Dr.
- Demoed new sewer inspection camera.
- Gate valve manhole repair on Monroe St.
- Storm catch basin repair on Genesee St.
- Whitney Dr. Sewage pump station power outage.
- Inspections for lead service line replacement project.
- Traffic Signal repair at Saginaw and Nepessing intersection.
- Setup and take down of voting precincts.
- Salter calibration for all salt trucks.
- Moved ice skating rink to the rec center.
- Trimmed trees on Peppermill St.
- Work at Genesee and DeMille traffic signal.

Training and Safety:

- EGLE S1-3 certification testing.
- Snow and Ice removal meeting.

Water/Sewer/ Streets Monthly Routine Task included:

- Water sampling all wells (backup water supply)
- Water Samples: Bacteria samples, Water Quality testing of distribution system
- Operate Wells and well house maintenance.
- Meter Reading and Meter Repair
- Miss Dig Staking
- Rotation of PRV's in GLWA LA-02 Meter pit

City of Lapeer

Page 2

- Barricade placement Downtown
- Dump maintenance, haul compost
- Brush Pickup
- Barricade placement Downtown

Wastewater Treatment Plant Summary:

Waste Treatment

- Check all lift stations 2 times a week with 2 employees.
- Read meters, record utility and chemical usage.
- Read, record, and email all weather conditions to the National Weather service.
- Daily WWTP inspection
- Weekly equipment greasing
- Rotate equipment sequences.
- Empty trash cans, disinfect, clean break room, clean grounds.
- Week-end work schedule
- Holiday work schedule

NPDES/IPP

- Daily Laboratory Analysis
- Monthly PFAS sampling for WWTP influent, and effluent
- NPDES monthly Selenium sampling
- Monitor weekly PFAS sampling via LP&P
- PFAS file updates
- Submitted monthly NPDES PFAS POTW effluent monitoring report via MiEnviro
- Submitted monthly DMR via MiEnviro
- Annual Inspection at Elite Cleanroom Services

Electrical Work

- Lift station generators checks and repairs.

City of Lapeer

Page 3

- SCADA evaluation
- Power outage at Whitney Drive lift station
- Call In for Centrifuge and Secondary Effluent alarm.
- Well House 3 heater repair.
- Checked motor cap for HVAC at Community Center
- Community Center Ice Rink lighting
- Call In Oregon 1 lift station comm fail.

Mechanical/Operations

- Flushed Ferrous Chloride lines.
- Call In for high level at Saginaw lift station.
- Dam adjustment on Centrifuge #1
- Adjusted VFD's at Saginaw lift station.
- Replaced heater at Prison lift station.
- Replaced pump hose and rollers on Ferrous Chloride pump.
- Pulled plugged pump at Prison lift station.

Miscellaneous

- Cleaned Maintenance Garage drains.

Safety/Training

- Jake Mann Class C Operator Certification Exam
- IT Computer Training

Bio-Solids Disposal Status /Loads Hauled out

- 2-North tanks hold 474,980 gallons /we have 427,500 gallons in storage
- 2-south tanks hold 430,120 gallons/we have 408,614 gallons in storage
- Total – 836,114 gallons in storage

CITY OF LAPEER

SEWER DEPARTMENT - MONTHLY REPORT

	HOURS
DPW maintenance	14
Sewer calls	1
Catch basin repair	14
Check quarterly sanitary sewer lines	3
Whitney Drive Lift Station	4
Manhole repair	1
Jet Northridge Dr.	6
Sewer camera demo	2
Calibrate gas reading meters	3
Jet and camera quarterly sanitary sewers	24
Repair sewer on Genesee St.	28
Jet culverts for Parks Dept.	8
Sewer inspection	1
Vehicle maintenance	2
Clean sewer room	6

OVERTIME SEWER MONTHLY REPORT

[illegible]

CITY OF LAPEER
STREET DEPARTMENT - MONTHLY REPORT

	HOURS
Brush/compost	95.5
DPW maintenance	27.5
Equipment maintenance	2
Haul brush to dump	17
Salt city streets	16
Dump maintenance	17
City Hall building maintenance	1
Set up/tear down Elections	10
Order signs and traffic signal parts	6
Move ice rink for Parks Dept.	12
Salt sidewalks and parking lots	4.5
Traffic signal maintenance	3
Clean catch basins - heavy rain events	9
Christmas decorations at City Hall	34
Calibrate salt trucks	4
Leaf collection	408.5

OVERTIME STREETS MONTHLY REPORT

STREETS O.T.	HOURS
Nov 2 - Leaf pick up	7.5
Nov 6 - Leaf pick up	1
Nov 6 - Set up for Elections	6
Nov 7 - Leaf pick up	8.5
Nov 7 - Tear down Elections	6
Nov 8 - Call in: Tree limb down on Pine St.	9
Nov 9 - Leaf pick up	1.5
Nov 12 - Call in; traffic signal repair	6
Nov 14 - Leaf pick up	5.5
Nov 24 - Call in; downtown lights	3
Nov 26 - Call in; salt city streets	9
<i>Mechanic</i>	
Nov 1 - Finish K9 vehicle repair	1
Nov 2 - Service plow truck	1
Nov 6 - Plow truck PM's	1
Nov 7 - Catch up on repairs	1
Nov 8 - Repair police vehicles # 2 & # 4	1
Nov 9 - Finish repair and paperwork	1
Nov 13 - Police car and leaf machine repairs	2
Nov 14 - Finish leaf vac repairs	1
Nov 15 - Catch up on repairs	1
Nov 16 - Fire truck tires	1
Nov 17 - Work on new grass truck	1
Nov 20 - Fire truck repair and repair orders	1
Nov 21 - Catch up on repairs	1
Nov 27 - Police car repairs	1

CITY OF LAPEER
WATER DEPARTMENT - MONTHLY REPORT

	HOURS
Meter reading	8
Service requests	53
Number of work orders, re-reads and MXU repairs	86
DPW building/grounds maintenance	70.5
Miss Dig	34
Address sewer issue on W Genesee St.	10
Drop off lead/copper water sample boxes	6
Dump maintenance	1
Winterize fire hydrants	289.5
Clean and organize water room	6.5
Inspect lead line replacements - Waldorf	28
Genesee Street Project	27
Rotate PRV's	1
Sawcut curb on Genesee St.	3
Clean catch basins - heavy rain events	4
Water/sewer inspections	12
Hydrant maintenance	4
Vehicle maintenance	5
Water service turn ons/turn offs	12
Water/Well samples - deliver to Lansing	27.5
WATER SHUT OFFS	40

OVERTIME WATER MONTHLY REPORT

[illegible]

WWTP MONTHLY REPORT

WWTP	HOURS
AM walk through	38
Wasting	35
Process	145
Headworks	3
Lift Stations	57
Minor repairs	26
Major repairs	13
Greasing	7
Cleaning	42
PM walk through	36
Painting	
Grounds	13
Meetings	
Equipment	7
Lab	152
Computer	33
IPP	10
Electrical	122
C Exam	8
DOT pyhsicals	2

OVERTIME WWTP - MONTHLY REPORT

WWTP	HOURS
AM walk through	12
Wasting	
Process	9
Headworks	
Lift Stations	29
Minor repairs	
Major repairs	
Greasing	
Cleaning	
PM walk through	3
Painting	
Grounds	
Meetings	
Equipment	7
Lab	32
Computer	
IPP	
Electrical	

**MEDICAL MARIHUANA LICENSES
PROVISIONING CENTER - GROWER – PROCESSOR –
SECURE TRANSPORTER – SAFETY COMPLIANCE FACILITY**

ITEM K-1-8

Approved Licenses:				Updated: December 2023
Applicant Name	DBA	Address	License	Status
PROVISIONING CENTERS				
DNVK Lapeer Inc	The Pier Provisioning Center	2401 W Genesee St	Facility	App: Exp 06-11-24
The Pure Lapeer, LLC	Pure Lapeer	1330 Imlay City Road Units C&D	Facility	App: Exp 06-21-24
FB Lapeer PRV, LLC	The Jazz Club Center	1333 Imlay City Road	<i>Provisional</i>	App: Exp 04-26-24
TRC Lapeer LLC	The ReLeaf Center of Lapeer	200 E Genesee St	Facility	App: Exp 10-23-24
Alternative RX, LLC	Xplore Cannabis	824 S Main Street	Facility	App: Exp 10-30-24
Ox Tail, Inc.	Heads	111 W Genesee St	Facility	App: Exp 11-19-24
SPMI LLC	Shango Lapeer	224 E Genesee St	Facility	App: Exp 12-12-24
GROWER				
Old School Organics, LLC	Old School Organics, LLC	350 County Center Street	Facility – Class C	App: Exp 04-08-24
Green Thumb Growers	Green Thumb Growers	840 Whitney	<i>Prov – Class A</i>	App: Exp 04-24-24
Ka Ulu Ana LLC #1	Ka Ulu Ana LLC	244 S Court Street	Facility – Class C	App: Exp 08-04-24
PROCESSOR				
Atwater Management LLC	525 S Court LLC	525 S. Court Street, Suite 120	Facility	App: Exp 01-06-24
Berry Green Management, Inc.	Berry Green Management, Inc	1330 Imlay City Road	Facility	App: Exp 08-28-24
Northwest Confections Michigan LLC	WYLD	525 S. Court Street, Suite 110	Facility	App: Exp 10-07-24
Berry Green Management, Inc	Berry Green Management, Inc	1356 Imlay City Road	Facility	App: Exp 12-11-24
SECURE TRANSPORTER				
None.				
SAFETY COMPLIANCE FACILITY				
None.				

ADULT USE MARIHUANA LICENSES
PROVISIONING CENTER – GROWER – PROCESSOR –
SECURE TRANSPORTER – SAFETY COMPLIANCE FACILITY

Updated: December 2023

Approved Licenses:					Status
Applicant Name	DBA	Address	License		
PROVISIONING CENTERS					
DNVK Lapeer Inc	The Pier Provisioning Center	2401 W Genesee St	Facility		App: Exp 11-19-24
The Pure Lapeer, LLC	Pure Lapeer	1330 Imlay City Road Units C&D	Facility		App: Exp 12-03-24
TRC Lapeer LLC	The ReLeaf Center of Lapeer	200 E Genesee St	Facility		App: Exp 12-03-24
Ox Tail, Inc.	Heads	111 W Genesee St	Facility		App: Exp 12-16-24
SPMI, LLC	Shango Lapeer	224 E. Genesee St	Facility		App: Exp 12-15-24
Alternative RX	Xplore	824 S. Main St.	Facility		App: Exp 12-21-24
GROWER					
Fresh Water Gardens, LLC		39 W. Genesee	Prov – Class C		App: Exp 12-16-23
Old School Organics, LLC	Old School Organics, LLC	350 County Center Street	Facility – Class C		App: Exp 04-08-24
Farmboyz, LLC		1428 Imlay City Road	Prov – Class B		App: Exp 07-30-24
SDRK Group, LLC		207 S. Saginaw	Prov – Class C		App: Exp 09-14-24
SDRK Group, LLC		207 S. Saginaw St.	Prov – Class C		App: Exp 09-30-24
Ka Ulu Ana LLC #1		244 S. Court St	Facility – Class C		App: Exp 10-15-24
Ka Ulu Ana LLC #2		244 S. Court St	Facility – Class C		App: Exp 10-15-24
PROCESSOR					
Atwater Management LLC	Culture Complex	525 S. Court St., Suite 120	Facility		App: Exp 01-25-24
Berry Green Management, Inc.	Berry Green Management, Inc	1330 Imlay City Rd, Ste F-G-H	Facility		App: Exp 08-28-24
Ka Ulu Ana, LLC		244 S. Court St	Facility		App: Exp 09-27-24
Northwest Confections Michigan	WYLD	525 S. Court Street, Suite 110	Facility		App: Exp 10-07-24
Berry Green Management		1356 Imlay City Road	Facility		App: Exp 01-05-25
SECURE TRANSPORTER					
None.					
SAFETY COMPLIANCE FACILITY					
None.					

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

N-1

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

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

Address of the above locations are as follows:

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

Romona Sanchez, CMC
City Clerk

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