



MICHIGAN'S OLDEST COURTHOUSE

# Lapeer County Board of Commissioners

255 Clay Street  
Lapeer, Michigan 48446

phone 810 area code  
667-0366  
667-0369 FAX  
[www.lapeercountymi.gov](http://www.lapeercountymi.gov)

## **PROPERTIES COMMITTEE**

**March 28, 2024**

**Room 302- County Complex**

**\*10:00 A.M.\***

\*Estimated Time- Meeting will Commence immediately following  
the Committee of the Whole/Full Board Meeting\*

2024 Committee Members: Bryan Zender (Chair), Tom Kohlman, Kevin Knisely

## **A-G-E-N-D-A**

- 1) **CALL TO ORDER** BY CHAIRMAN/ACTING CHAIRMAN
- 2) CONSIDERATION OF THE **AGENDA** (additions and/or deletions)
- 3) CONSIDERATION OF THE DRAFT **MINUTES** OF THE **MARCH 14, 2024** PROPERTIES COMMITTEE MEETING
- 4) **NEW/GENERAL ITEMS**
  - A) **COMMUNITY MENTAL HEALTH-** Request to purchase 4 vehicles to replace 4 older vehicles to accommodate transportation needs.
  - B) **E911-**
    1. Request to authorize the flooring replacement.
    2. Request to authorize painting of the main floor in the building.
    3. Request to authorize the replacement/upgrading of the lighting in the 911 classroom
    4. Request to authorize the plumbing replacement to drinking fountains.
  - C) **FINANCE/ROD-** Request to authorize the purchase of servers, computers, and monitors.
  - D) **ANIMAL CONTROL-** Discussion on new AC building.

*Continued*

**E) BUILDING & GROUNDS –**

1. Discussion on general fleet GPS and maintenance system
2. Discussion on Courthouse Lawn usage

**F) ADMINISTRATION-**

1. Request to approve the lease between the County and City of Lapeer for the county owned pavilion.
2. Discussion on Courthouse Café

5) **OLD/REFERRED/OR ADDITIONAL ITEMS** (if needed)

6) **ADJOURN...**

Meetings to be held as needed.

**PROPERTIES COMMITTEE**  
**March 14, 2024**  
***Room 302 COUNTY COMPLEX***  
***255 CLAY STREET, LAPEER, MI 48446***

Acting Chair called the meeting to order at approximately 11:50 a.m. in Room 302 of the County Complex.

Members Present: Commissioners Kevin Knisely, Gay Howell (filling in for Tom Kohlman), Brad Haggadone (filling in for Bryan Zender until being excused at 12:32pm), Bryan Zender (arrived to committee at 12:32pm)

Others: Moses Sanzo, County Administrator/Controller; John Bustle, Building Grounds/Parks Director; Jillian Clark, Special Events Coordinator; Jeff Satkowski, E911 Director; Joe Suma, Drain Commissioner, Brooke Sankiewicz, CMH CEO; Stephanie King, Chief Animal Control Officer

**AGENDA**

The agenda was reviewed.

**Motion by Howell, support by Haggadone, to approve the Properties Committee Agenda as presented. Motion carried.**

**MINUTES**

The minutes from February 22, 2024 were briefly reviewed.

**Motion by Haggadone, support by Howell, to approve the minutes from the February 22, 2024 Properties Committee meeting as presented. Motion carried.**

**E911**

Jeff Satkowski was present to discuss the landscaping project outside of Central Dispatch building. Satkowski explained project to include landscaping, flag pole installation and the start of the brick paver campaign. The brick paver campaign (similar to Historic Courthouse and Animal Control) would give the community the opportunity to dedicate a brick or sponsor a dispatcher. The brick pavers would also create a space outside for a picnic table. Satkowski shared that the 911 Authority has authorized spending up to \$25,000 to handle any contingencies.

1. **Motion by Haggadone, supported by Howell, to recommend to the Full Board, pursuant to the recommendation of the Properties Committee, to proceed with landscaping by Kirtland Landscape, Inc., \$14,164.00 and Better Buy Flag \$2,169.77, to be paid from 911 millage account 482-325-977.000, for a cost not to exceed \$25,000. Motion carried.**

Continued

### **DRAINS**

Joe Suma was present to discuss the lake level orders for Merritt Lake, Lake Nepessing, Lake Lapeer, Lake Metamora, and Winn Lake. Suma explained that lake levels are set by a court order and Suma is requesting to build in a variance to consider for seasonal wet/dryness. Further questions and discussion on lake levels and how they are maintained occurred. Suma requested that resolutions be submitted and presented for further discussion at Committee of the Whole and then moved to Full Board meeting.

2. **Motion by Howell, supported by Haggadone, to recommend to the Full Board, pursuant to the recommendation of the Properties Committee, to recommend that the Committee of the Whole and Board of Commissioners consider resolutions regarding updates to the lake level orders and the Part 307 Process, as further investigation by the Drain Commission finds necessary. Motion carried.**

### **CMH**

Brooke Sankiewicz was present to discuss the possible new building. Information on the final drawing bid was received and presented for discussion. Knisely expressed concern that the drawing bids were not comparable. Discussion on funding for the building occurred and what the next steps would be. Bustle expressed it needing to go through the RFP process.

3. **Motion by Howell, supported by Bustle, to recommend to the Full Board, pursuant to the recommendation of the Properties Committee, to authorize the preparation of the RFP process for the new CMH building. Motion carried.**

### **ANIMAL CONTROL**

Stephanie King was present to discuss changes to the possible new building. King shared having the opportunity to visit Genesee and Oakland County Animal Control buildings. King shared information on kennel changes based on visits and further research. Bustle shared working with DTE on options and costs for electrical lines. Zender expressed concerns on quarantine area and the possibility of a remodel within the current building for better functionality. Request for King to further develop a layout and return to the next properties committee.

### **BUILDING & GROUNDS**

John Bustle was present to discuss the sale of 2017 Dodge Charger, general fleet vehicle. Bustle explained that currently Lapeer Education Technology Center has a County 2008 Dodge Charger, that has been being used for their Public Safety Careers program since 2012. Discussion on vehicle and insurance were discussed. Bustle explained plans for the 2017 to go to auction in 2024. Zender expressed wanting to sell the vehicle at a market value of what the County would receive at auction. Bustle shared previous auction sales for comparable vehicles. Bustle shared meeting with the school about the 2008 Charger and both parties understand the removal of the car unless purchased.



4. **Motion by Howell, supported by Knisely, to recommend to the Full Board, pursuant to the recommendation of the Properties Committee, to approve the sale or either the 2008 Dodge Charger for \$1,500.00 or the sale of the 2017 Dodge Charger for \$5,000.00, to the Lapeer County Intermediate School District to be used at the Education Technology Center for the Public Safety Careers Program. Motion carried.**

#### **BUILDING & GROUNDS**

John Bustle was present to discuss the request by the Rotary Club to install a pavilion at the Saginaw Street Kayak Launch. Bustle shared the Lapeer Rotary Club plans to cover the cost of the pavilion and installation.

5. **Motion by Howell, supported by Knisely, to accept the installation of a pavilion at the Saginaw Street Kayak Launch, to be paid for and installed by the Lapeer Rotary Club, at no additional cost to the County's General Fund. Motion carried.**

#### **ADMINISTRATION**

Moses Sanzo was present to discuss the pavilion lease between the County and City of Lapeer. Sanzo shared the City has plans to invest in the pavilion for improvements, cover electricity and use for events downtown. Discussion on removal of County purchased picnic tables at pavilion occurred. Zender expressed concerns on the lease agreement and suggested another meeting occur between the County and City. Zender referred the lease to the next properties meeting.

#### **ADJOURN**

Motion by Howell, supported by Bustle, to adjourn the meeting. Motion carried. 1:30 p.m.

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Bryan Zender, Chairman  
Lapeer County Properties Committee



Date: March 22, 2024

    X     Request for Action

To: Lapeer County Board of Commissioners

Summary of Request/Information:

Request approval of 4 vehicles to be purchased by the County using the CMH Building/Equipment Acquisition and Replacement funds. LCCMH will develop a four-year lease agreement with the County and lease payments will be deposited into the CMH Building/Acquisition fund.

The vehicles include:

3-Dodge Hornet GT AWD \$30,214.00

1-Ford Edge SE AWD \$35,865.00

Contact person(s):

Brooke Sankiewicz, Chief Executive Officer

John Bustle, Director of Buildings, Grounds, and Parks

Background Information:

The new vehicles will replace four cars from the fleet that are currently over 10 years old. There is a need for larger vehicles with all wheel drive to accommodate the transportation needs of staff and additional space for persons served. The CMH Board approved the vehicles listed above on March 21, 2024.

Draft Motion:

Moved by \_\_\_\_\_ supported by \_\_\_\_\_ to approve the request of the County to purchase the 4 vehicles listed above using the CMH Building/Equipment Acquisition and Replacement funds. LCCMH will develop a four-year lease agreement with the County and lease payments will be deposited into the CMH Building/Acquisition fund. There will be no additional cost to the county general fund.



(B-1)

**REQUEST FOR ACTION**

**DATE: March 15, 2024**

  X   REQUEST FOR ACTION  
       FOR YOUR INFORMATION  
       REQUEST FOR INFORMATION

**TO:** County Board of Commissioners

**FROM:** Jeffrey Satkowski, County 911

\*\*\*\*\*

**SUMMARY OF REQUEST / INFORMATION:**

Request authorization to replace flooring in 911 classroom/EOC, hallways and offices.

**ADDITIONAL INFORMATION:**

With assistance from Buildings & Grounds we have obtained three bids for this job.  
Lowest bidder is Skaff at \$17,466.00

**CONTACT PERSON(S):**

Jeffrey Satkowski

**BACKGROUND INFORMATION:**

The flooring in the classroom/EOC is original, raised floor, from 1997. There are broken access panels that cannot be replaced and pose a tripping/injury hazard. Additionally, the rest of the carpeted areas are either original, or 10-15 years old and worn out.

**SUPPORTING DOCUMENTS:**

- Vendor bids and photos.

**DRAFT MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to authorize Central Dispatch to contract with Skaff to replace flooring in the building for a cost not to exceed \$20,000. To be paid using the 9-1-1 millage account #482-325-977.00 at no cost to the county general fund.

ATTACHMENTS      YES   X   NO



Lapeer  
2080 N Lapeer Road  
Lapeer, MI 48446  
Phone: (810) 667-4292  
Fax: (810) 667-3150  
BroughCarpets.com

Quote Number

11990-1

Type: Material and Labor

Date: 02/27/2024

Expires on: 3/28/2024

#### Customer Information

Customer Name: Lapeer County Central Dispatch  
Address: 2332 West Genesee Street, Lapeer, MI  
48446-1716  
Email: bwoodfield@lapeercounty.org  
Main Phone: (810) 667-0292

#### Service Site Details

Contact Name: Lapeer County Central Dispatch  
Address: 2332 West Genesee Street, Lapeer, MI  
48446-1716  
Email: bwoodfield@lapeercounty.org

Item	Description/Area	Quantity
<b>Vinyl Service</b>		
Mohawk	Footpath - Burberry Wood 93 91 cartons	3,259.80
Luxury Vinyl Plank		3,296.02 SqFt
	Style: Roppe Cove	900.00 LF
Cove Base		900.00 Lf
Mapel	Style: Cove base adhesive	9.00 Unit
	Style: Pressure Sensitive	13.00 Unit
take up existing	take up existing and disposal	3,296.02 SqFt
Mapel	Style: Quickpatch	32.00 Unit
Total		\$22,944.73
Grand Total		\$22,944.73



7112 Grange Hall Rd. Holly, MI 48442  
 (248)-634-0400 1-800-521-2296 FAX (248)-634-1988  
[www.GeorgiaQualityCarpetOutlet.com](http://www.GeorgiaQualityCarpetOutlet.com)  
 GQCO@Hotmail.com  
 Mon - Fri: 9-8 Sat: 10-5 Sunday: Closed

Customer Name LAPEER COUNTY 911 CENTER  
 Job Address \_\_\_\_\_  
 City \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Quantity	Description	Price	Total	Extra Notes
350 SFT	CLICK VINYL PLANK-DISPATCH OFFICES	3.54	1257.50	
	CORRECT PRO RUG GALVESTON			
27'	T-MOLDING	5.00	135.00	
1163	GLUE DOWN VINYL PLANK	2.39	2779.50	
	ALLADIN RECONNECT MAIN LEVEL			
1687	GLUE DOWN VINYL PLANK	2.39	4031.93	
	ALLADIN RECONNECT - LOWER LEVEL			
787'	COVE BASE	1.50	1180.50	
	Subtotal		9383.50	
	Tax		563.01	
	Shipping		5	
	Material Total		9946.51	
Labor			Special Instructions	
3200'	Installation	2.95	9440.00	
	Installation			
300 yds	CARPET Take Up & Haul Away	4.95	1485.00	
321 FR	VCT Take Up & Haul Away	2.00	642.00	
787	COVE BASE Labor Only	2.50	1967.50	
2	Appliances	50.00	100.00	
14	ROOMS OF FURNITURE	60.00	840.00	
3200'	FLOOR GRINDING TO REMOVE GLUE	1.25	4000.00	
3200'	SEALING/PRIMING FLOOR	.50	1600.00	
10	Floor Patch - Material & Labor	60.00	600.00	
	Labor Total		70,674.50	Sales Person: <i>H</i>
	Job Total		30,621.01	Date: _____

30,621.01



# Skaff

carpet & furniture  
warehouse & showrooms  
5301 Hill-23 Dr  
Flint, Michigan 48507  
(810) 767-1380  
(810) 232-3953

## Proposal

To: County of Lapeer

Attn: Ben

Phone

Date

2/28/2024

Fax #

Job Name/Location

911 Offices

2332 W. Genesee Road

Lapeer, MI

We hereby submit specifications and estimates for: Materials and labor to install LVT and vinyl base in the areas described below.

Lower level corridor, locker rooms, conf. room, upper level corridor, 2 offices, storage, break room:

Tear out existing carpet	2,500 sf @	\$ .35 =	\$875.00
Tear out existing LVT	300 sf @	\$ .80 =	\$240.00
Minor prep			\$1,950.00
4" Black vinyl base Installed	700 lf @	\$ 1.75 =	\$1,225.00
Provide and Install LVT 'Commercial Classics' "Notable"	2,800 sf @	\$ 3.75 =	<u>\$10,500.00</u>
Glue Down LVT Total			\$14,790.00

2 Offices over computer flooring:

Tear out existing carpet	360 sf @	\$ .35 =	\$126.00
4" Black vinyl base Installed	120 lf @	\$ 1.75 =	\$210.00
Provide and install Click LVT "Color similar to Notable"	360 sf @	\$ 6.50 =	<u>\$2,340.00</u>
Click Floor Total			\$2,676.00

\*Notable LVT is 3.0 MM thick with a 20 mil wear layer\*

Total **\$17,466.00**

Payment to be made as follows: **Net 30**

professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation.

Authorized  
Signature

*Nick Carter*

This proposal may be withdrawn by us if not  
ordered by April 30th, 2024

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance



(B-2)

**REQUEST FOR ACTION**

**DATE: March 15, 2024**

☒ REQUEST FOR ACTION  
☐ FOR YOUR INFORMATION  
☐ REQUEST FOR INFORMATION

**TO:** County Board of Commissioners

**FROM:** Jeffrey Satkowski, County 911

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**SUMMARY OF REQUEST / INFORMATION:**

Request authorization to repaint the main floor of Central Dispatch.

**ADDITIONAL INFORMATION:**

With assistance from Buildings & Grounds we have obtained three bids for this job. Lowest bidder is Main Street Painting at \$8,806.00, which includes drywall, block wall, 16 doors, jambs and 7 windows.

Best efforts were made to obtain at least three bids, but after several weeks of contacting companies, we could only get two bids for consideration.

**CONTACT PERSON(S):**

Jeffrey Satkowski

**BACKGROUND INFORMATION:**

The interior paint is either original from 1997 (blue) or updated 6 years ago by B&G. However the updated paint wasn't applied correctly and is peeling and scratching off. This project will have professional painters strip the old paint, treat it accordingly and prime and paint.

**SUPPORTING DOCUMENTS:**

- Vendor bids

**DRAFT MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to authorize Central Dispatch to contract with Main Street Painting Company to paint the main floor in the building for a cost not to exceed \$10,000. To be paid using the 9-1-1 millage account #482-325-977.00 at no cost to the county general fund.

ATTACHMENTS YES ☒ NO ☐

MAIN STREET  
PAINTING COMPANY

Ma

Lapeer County Dispatch  
2332 W Genesee St

Main Street Painting Company is pleased to submit the following quote.

**Quote based on the following:**

- All work is to be done per customer provided time line.
- No additional material has been quoted.
- Rooms to be painted- Both front offices, records room, upstairs/downstairs hallways, both lobby's, break room/kitchen, EOC, kitchen, and downstairs bathrooms.

**Scope of work:**

- Cover floor and contents.
- Drywall repairs where needed on drywall. Sand and prime repairs.
- Pole sand all walls that are drywall before finish paint.
- Sand all metal doors, jambs, and windows. Spot prime areas that are peeling.
- Apply two coats emerald urethane (sheen of choice) trim finish paint to doors, jambs, and windows.
- Apply two coats duration (sheen of choice) wall finish paint to all drywall walls.
- Apply two coats loxon masonry paint to all block walls.

**Total Cost: *Labor and materials***

- \$6876.00 (cost for painting of drywall and block walls)
- Additional cost of doors, jambs, and windows
  1. Door and jamb cost per- \$90.00
  2. Window cost per- \$70.00

# WALKER'S PAINTING

10497 MT. MORRIS RD.  
FLUSHING, MI 48433  
810-659-2107 OFFICE

## ESTIMATE

Date	ESTIMATE #
3/18/2024	0015

NAME/ ADDRESS
LAPEER COUNTY CENTRAL DISPATCH 2332 W. GENESEE ST. LAPEER, MI. 48446

Terms	JOB
	DOORS & FRAME

Description	Amount
ESTIMATE FOR METAL DOORS, FRAMES & WINDOW FRAMES	
7 WINDOW FRAMES PREP, PRIME & PAINT 3 COATS	
16 DOOR & FRAMES PREP, PRIME & PAINT 3 COATS	
SAND, CLEAN PRIME WITH DTM BONDING PRIMER & TOP COAT COMMAND WATERBORNE ACRYLIC URETHANE	
TOTAL COST	3,870.00
THANK YOU	
WE ARE A LICENSED & INSURED CONTRACTOR	
<b>Total</b>	<b>\$3,870.00</b>

10497 MT. MORRIS RD.  
FLUSHING, MI 48433  
810-659-2107 OFFICE

Date	ESTIMATE #
3/5/2024	0013

Terms	JOB
	911DISPATCH

Description	Amount
ESTIMATE ON INTERIOR PATCH & PAINTING	
DOWNSTAIRS EOC, KITCHEN, HALLWAY, 2 BATHROOMS PATCH & PAINT WALLS 2 COATS	
MAIN FLOOR LOBBY'S, HALLWAY, BREAK ROOM, KITCHEN & 3 OFFICES PATCH & PAINT WALLS 2 COATS	
COVER UP PERSONAL ITEMS & FLOORINGS CLEAN UP & HAUL TRASH SUPPLY ALL MATERIALS & LABOR	
TOTAL COST	7,085.36
THANK YOU	
WE ARE A LICENSED & INSURED CONTRACTOR	
<b>Total</b>	<b>\$7,085.36</b>

**REQUEST FOR ACTION**

**DATE:** March 15, 2024

  X   REQUEST FOR ACTION  
       FOR YOUR INFORMATION  
       REQUEST FOR INFORMATION

**TO:** County Board of Commissioners

**FROM:** Jeffrey Satkowski, County 911

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**SUMMARY OF REQUEST / INFORMATION:**

Request authorization to upgrade the lights in the 911 classroom/EOC.

**ADDITIONAL INFORMATION:**

**CONTACT PERSON(S):**

Jeffrey Satkowski

**BACKGROUND INFORMATION:**

We are seeking to upgrade the lights to LED from incandescent and fluorescent lighting. We are using a single-source vendor, O.S.C. who does all of the electrical for the County. O.S.C. has done all of the electrical at Central Dispatch as well, and has intimate knowledge of how the electrical system works here, as they installed it.

This upgrade was performed a couple of years ago upstairs in the dispatch operations room and has worked very well.

**SUPPORTING DOCUMENTS:**

- OSC Quote.

**DRAFT MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to authorize Central Dispatch to have O.S.C. replace/upgrade the lighting in the 911classroom/EOC for a cost not to exceed \$6,000. To be paid using the 9-1-1 millage account #482-325-977.00 at no cost to the county general fund.

ATTACHMENTS YES   X   NO



B-4

**REQUEST FOR ACTION**

**DATE: March 15, 2024**

☒ REQUEST FOR ACTION  
☐ FOR YOUR INFORMATION  
☐ REQUEST FOR INFORMATION

**TO:** County Board of Commissioners

**FROM:** Jeffrey Satkowski, County 911

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**SUMMARY OF REQUEST / INFORMATION:**

Request authorization to replace traditional drinking fountains with updated water fill stations.

**ADDITIONAL INFORMATION:**

With assistance from Buildings & Grounds we have obtained three bids for this job. Lowest bidder is Keith Brace Plumbing at \$3,200.00

**CONTACT PERSON(S):**

Jeffrey Satkowski

**BACKGROUND INFORMATION:**

The drinking fountains in the building are original from 1997 and unfiltered. We request to upgrade these to modern drinking fountains with water bottle fill capability and filtering.

**SUPPORTING DOCUMENTS:**

- Vendor bids and photos.

**DRAFT MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to authorize Central Dispatch to contract with Keith Brace Plumbing to replace the drinking fountains in the building for a cost not to exceed \$5,000. To be paid using the 9-1-1 millage account #482-325-977.00 at no cost to the county general fund.

ATTACHMENTS      YES ☒ NO ☐



Example Image Only







Date	Estimate #
3/12/2024	2155

Name / Address
County of Lapeer 2332 W Genesee Lapeer, MI 48446

Description	Price
Job: 911 Dispatch  Labor and material to demo 2 existing bi-level water coolers and install 2 new Elkay bi-level water coolers with bottle fillers.	10,400.00

Thank you for the opportunity to quote your plumbing projects. This is an estimate only, not a contract. This estimate is for completing the job described above based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise. This estimate is good for 30 days from the estimate date. Please call with any questions. 810-656-3080

# ESTIMATE

Keith Brace Plumbing  
1819 CASTLE RD  
NORTH BRANCH, MI 48461

keithbraceplumbing@gmail.com  
+1 (810) 614-1089

Ben

Bill to

Ben  
Lapeer County Dispatch  
2332 West Genesee Street  
Lapeer, Michigan 48446

Ship to

Ben  
Lapeer County Dispatch  
2332 West Genesee Street  
Lapeer, Michigan 48446

Estimate details

Sales Rep: Oli

Estimate no.: 1345  
Estimate date: 02/26/2024  
Expiration date: 03/26/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Labor & Materials		1	\$3,200.00	\$3,200.00
		Replace 2 hilot drinking fountains				
		Replacing with the brand Elkay				
Total						\$3,200.00
					Expiry date	03/26/2024

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## **REQUEST FOR ACTION**

**DATE:** 3/26/24

XX REQUEST FOR ACTION

       FOR YOUR INFORMATION

       REQUEST FOR INFORMATION

**TO:** Properties Committee

**FROM:** Jackie Arnold, Finance

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**SUMMARY OF REQUEST / INFORMATION:** Replace server, computers, and monitors at the Register of Deeds Office that are past the standard replacement policy for hardware.

**ADDITIONAL INFORMATION:**

**CONTACT PERSON(S):**

**BACKGROUND INFORMATION:**

**SUPPORTING DOCUMENTS:** Quote from CDW

**DRAFT MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_, pursuant to the recommendation of the Properties Committee, to authorize the purchase of a new server, 11 desktop computers, 7 monitors, to include the cost of installation for a total not to exceed \$50,000, from 256-711-977.010, with a budget amendment to follow.

ATTACHMENTS    YES\_\_\_\_ NO\_\_\_\_



Lapeer County  
Register of Deeds  
Office Automation

3/25/2024

Lapeer County standard replacement policy for hardware is listed as 5 years.

Our annual IT review shows the following servers and desktops in need of replacement.

Requesting approval to replace the following equipment:

All pricing estimates through CDW-G Mi-Deal State purchasing contract.

Replacing server installed 1/20/2018.

This physical server will be virtualized to include web facing server and replication.

1 – Rackmount ThinkServer Intel Silver 4314 CPU, 2.40GHz, 16 Core	
256GB Ram 14TB Raid10 (SSD) 1TB RAID1 (SSD) OS	\$ 21,444.73
1 – Microsoft Server License 16 Cores	1,325.56
1 – Installation, setup, migration, replication	7,500.00

Additionally, the following desktops are past recommended replacement timeframe:

ROD53 (2/1/2011)

ROD54 (11/1/2013)

ROD55 (11/1/2013)

ROD61 (12/1/2017)

ROD62 (12/1/2017)

ROD64 (7/1/2018)

ROD65 (7/1/2018)

ROD66 (7/1/2018)

ROD68 (4/1/2019)

ROD69 (4/1/2019)

ROD70 (4/1/2019)

11 ThinkCenter I5 1.3 Ghz 16GB SSD (824.42)	9,068.62
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Recommend

7 ASUS VP229Q 21.5" Monitors (103.56)	724.92
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Installation and setup	5,000.00
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F-1

**REQUEST FOR ACTION**

**DATE:** March 25, 2024

XX REQUEST FOR ACTION

\_\_\_\_\_ FOR YOUR INFORMATION

\_\_\_\_\_ REQUEST FOR INFORMATION

**TO:** COMMITTEE OF THE WHOLE

**FROM:** Moses Sanzo, County Administrator/Controller

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**SUMMARY OF REQUEST / INFORMATION:** Request to approve the lease between the County of Lapeer and the City of Lapeer for the County owned Pavilion at the corner of W. Nepessing and Cedar Streets. The proposed lease will be for a period of 5-years, with a one-year renewal option, for \$1/per year. The City will undertake the refurbishment and restoration efforts of the pavilion at no cost to the County. The City is also taking full responsibility for utilities and maintenance. The County's legal counsel, The Kelly Firm, is reviewing the agreement.

**ADDITIONAL INFORMATION:**

**CONTACT PERSON(S):** Moses Sanzo, County Administrator/Controller

**BACKGROUND INFORMATION:**

**SUPPORTING DOCUMENTS:** Proposed 5-Year Lease Agreement

**DRAFT MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to recommend to the Full Board based upon the review of legal counsel, to approve the attached Lease between the County of Lapeer and the City of Lapeer for the county owned Pavilion at the corner of W. Nepessing and Cedar Streets, for a period of 5-years with a one-year renewal extension option, at the rate of \$1/per year, with the understanding that the City will undertake refurbishment and restoration efforts, and be responsible for all utilities and maintenance; and further, to authorize the Chair or Vice-Chair to sign said lease agreement.

ATTACHMENTS YES xx NO \_\_\_\_\_





## LEASE AGREEMENT

THIS LEASE made this \_\_\_\_\_ 2024 by and between the COUNTY OF LAPEER, a Municipal Corporation, whose principal address is 255 Clay St., Lapeer, Michigan 48446 (hereinafter "Lessor" or "County"), and the CITY OF LAPEER, a Municipal Corporation, whose principal address is 576 Liberty St, Lapeer, Michigan 48446, (hereinafter "Lessee" or "City").

**Intended Purpose:** The intended purpose of this lease is to authorize and allow the City of Lapeer to undertake refurbishment and restoration efforts on the downtown Pavilion, as defined herein, which is owned by the County of Lapeer. During the term of this lease, the City may rent out the use of the pavilion to third party persons and groups for their use in parties, get-togethers, events and other public or private uses, in the same form and manner as the City rents out its other City-owned pavilions. All rents collected by the City may be used to offset its costs in refurbishment, restoration, maintenance, utilities, staffing and other related costs.

**A. Leased Premises.** The Lessor, in consideration of the City payment of rent and the covenants and agreements to be kept and performed by the Lessee, does hereby lease to the Lessee that certain property known as the "County Pavilion", which is located at the Southeast corner of the intersection of West Nepessing St. and Cedar St. in the Northwest corner of parcel L20-01-500-040-00 in the City of Lapeer, County of Lapeer and State of Michigan, is commonly understood between the parties, and is further described in attached exhibit A:

**B. Lease Term; Option to Renew.** The initial term of this Lease shall commence \_\_\_\_\_, 2024 and expire on \_\_\_\_\_, 2029 unless said term shall sooner be terminated pursuant to the provisions of this Lease or by operation of law. This lease shall automatically renew for additional one (1) year terms following the initial term unless either party gives notice in writing to the other party of their intent to not renew this lease prior to the expiration of the current lease term.

**C. Termination.** Either party may terminate this Lease by giving thirty (30) days appropriate written notice to the other party of the intent to terminate, such notice being mailed to the other party at their principal address listed above, though each party shall strive for actual notice. In light of the expected investment made by the City in the refurbishment and restoration of the Pavilion, if this lease is terminated by the County by or for any reason or cause during the first five-year term, the County shall pay damages to the City in the amount of the lesser of the City's actual refurbishment and restoration costs which can be proven by evidence shown or two-thousand five-hundred dollars (\$2,500.00), which is equal to half of the City-budgeted expected refurbishment and restoration costs.

**D. Rent.** Lessee covenants and agrees to pay the sum of One (\$1.00) dollar to Lessor per year as rental for control and use of said Premises. The Lessee shall not be in default

of rent unless and until thirty (30) days after the County delivers written notice to the Lessee that rent is due. The County acknowledges receipt of the rent for the initial five (5) years of this agreement upon signing of this agreement.

**E. Alterations, Improvements, Removal.** The County gives explicit permission and approval to the City to alter, improve and remove such parts of the pavilion as may be necessary, in the City's judgement, for the refurbishment and restoration of the Pavilion structure, attached fixtures, utilities and the area underneath and immediately surrounding the pavilion. As one of the principal purposes and the common goal of this lease agreement is for the refurbishment and restoration of the Pavilion, any frustration of this purpose shall be a terminable event.

The proposed and undertaken refurbishment and restoration of the pavilion shall be completed with respect to the historical nature of the pavilion and surrounding area. Both parties acknowledge that such refurbishment and restorative efforts are inherently subjective, and the City and County agree to work together to complete the refurbishment and restoration in a safe, attractive and aesthetically pleasing manner.

As the refurbishment and restoration efforts are being led by and completed at the primary cost of the City and its constituent units, the City shall be primarily responsible for such refurbishment and restoration efforts, considering any and all review and advisement made by the County.

Both parties agree that all such improvements made to the pavilion structure, attached fixtures, utilities and the area underneath and immediately surrounding the pavilion shall become part of the county-owned pavilion and shall not be removed, deconstructed or dismantled from the pavilion at the end of this lease agreement unless explicitly reserved in a separate agreement between the parties.

Following the end of this lease agreement, the Pavilion and all its improvements in existence at the time of the end of the lease shall continue to be owned by the County except as otherwise reserved and agreed as stated above in a separate agreement.

The County shall be responsible for the prompt removal of the existing county furniture at the Pavilion or on the Premises, if so requested by the City.

**F. Default; Remedies.** Any of the following occurrences, conditions, or acts shall be deemed a Default under this Lease: (a) Lessee fails to pay monetary amounts due under this Lease within 10 business days of its receipt of written notice that such payments are overdue or (b) either party fails to observe or perform in any material respect any nonmonetary obligations under this Lease and does not cure such failure within 30 days from its receipt of written notice of breach. If the breach by its nature cannot be cured within the 30-day period, the defaulting party shall not be in default if it commences curing within the 30-day period and thereafter continuously and diligently pursues the cure to completion.

Lessor and Lessee knowingly and voluntarily waive trial by jury in any action (a) to enforce this Lease; (b) to evict Lessee from the Premises; or (c) that is in any way related to the

Lease, the Premises, or the relationship between Lessor and Lessee.

In the event of an uncured default under the terms of this Lease, Lessee forever surrenders and abandons all right, title and interest in any improvements upon the Premises and agrees that its interest in all such improvements shall pass to the Lessor at no cost to Lessor.

**G. Encumbrance.** The Lessee shall not encumber or cause to be encumbered the Premises or allow any type of mortgage or lien in any way to be upon the Premises except with written approval of the County.

**H. Usage in Compliance with all Laws.** Lessee hereby covenants and agrees that it will not use or knowingly suffer or permit any person to use said Premises, Pavilion or any building or buildings or other structures, situated upon the Premises or any part thereof, for any use or purpose in violation of the laws of the State of Michigan, the ordinances or regulations of the City of Lapeer, and that generally, that all laws of the State of Michigan and ordinances and regulations of the City of Lapeer shall be adhered to.

**I. Maintenance of Property** Lessor shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Leased Premises. The Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement and maintenance of the Leased Premises during the term of the lease. The Lessee shall maintain the Leased Premises in at least substantially the same condition of repair and appearance existing at the Effective Date, ordinary wear and tear and casualty excepted with the understanding that the purpose of this Lease is to allow Lessee to make substantial renovations and refurbishment to the Leased Premises and, therefore, the Lessee intends to ensure that all improvements made do not negatively affect the current condition of the Leased Premises.

**J. Utilities.** Lessee shall undertake the payment of utility services to the Premises, specifically electrical service, either by assuming such service in its name or by arranging to pay or reimburse such bills to Lessor. Lessee shall pay when due all bills for sewer, water, gas, electricity, and other utilities and services for the Premises during the term of this Lease.

**K. Right of Entry.** Lessor shall have the right to enter the Leased Premises at any time.

**L. Property Insurance.** During the term of this Agreement, Lessor, at its sole expense, shall keep the Leased Premises insured against loss or damage by fire and the hazards covered by extended coverage insurance and any other such insurance in such amounts as are determined by Lessor. Lessee shall not commit or knowingly permit any acts or failures to act in, on or about the Leased Premises that may in any way impair or invalidate such policy or policies of insurance for the Leased Premises. Lessee shall cooperate with Lessor in connection with the collection of any insurance monies that may be due in the event of loss and shall execute and deliver to Lessor such proofs of loss and other instruments as may be required for the purpose of facilitating the recovery of any such insurance monies.

**M. Liability Insurance.** Lessee shall, at its own cost and expense, maintain the insurance policy coverages and provisions described in **Exhibit B** in full force and effect at all times for the duration of this Agreement. Lessee shall provide Lessor with proof of said insurance upon execution of this Agreement and at any time Lessor requests such proof thereafter.

**N. Defense, indemnity and Hold Harmless.** To the extent permitted by law, parties mutually agree to defend, indemnify and hold harmless each other against any claims asserted by third parties and all damages or expenses related to the Premises or Lessee's use of the Premises or arising from occurrences on the Premises, however caused; and both parties mutually waive any claims against each other related to the use or condition of the Premises or resulting from any occurrence on the Premises.

**O. Non-assignability.** It is agreed that this Lease shall not be assigned in whole or in part by Lessee to any other person, firm or corporation without the written consent of Lessor. However, Lessor acknowledges and approves of the Lessee's constituent bodies such as the Downtown Development Authority, TIFA's and others to also work on the Pavilion's refurbishment, restoration and use through their employees and volunteers in conjunction with Lessee. The County further recognizes the City's right to rent the Pavilion to third parties for events as contemplated herein.

**O. Lessor's Right to Review and Advise.** Lessor shall have the right to review and advise on any plans for restoration, refurbishment or maintenance upon request made to Lessee.

**P. Benefit.** This Lease shall inure to the benefit of and be binding upon the County of Lapeer and the City of Lapeer and their lawful successors and assigns.

**Q. Amendment.** This Lease shall not be amended or modified except by a written instrument signed by a duly authorized representative of the City and the Lapeer County Center.

**R. Entire Agreement.** This Lease agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transaction contemplated in this agreement. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of the agreement leading up to its signing and not set forth in this agreement shall be used by any of the parties to construe or affect the validity of this agreement. Each party acknowledges that no representations, inducement, or condition not set forth in this agreement has been made or relied on by either party.

**S. Governing Law and Severability.** Governing law. This agreement shall be governed by and interpreted in accordance with the laws of the state of Michigan. If any provision of this agreement is in conflict with any statute or rule of any law in the state of Michigan or is otherwise unenforceable for any reason whatsoever, that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may

be, and that provision shall not invalidate any other provision of this agreement. Venue for any action brought under this agreement shall lie in Lapeer County, Michigan.

**T. Miscellaneous.**

a. The County of Lapeer and all of its sub-units shall have the right to use the Pavilion and the area that surrounds it during any time that the Pavilion and area are not otherwise being used for any previously scheduled events. The County can schedule to use the Pavilion and the area that surrounds it for any time that is not otherwise already scheduled for use by another party. Any use or scheduling of use by the County or any of its sub-units shall be free of any fee or charge by the City, but such use shall not act as an undue burden or be vexatious towards the rights of the City under this lease.

b. Lessee shall keep the Premises free and clear of all mechanics' liens on account of work done by Lessee or persons claiming under it.

c. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

d. Any consent required under this Lease shall not be unreasonably withheld, conditioned, or delayed.

e. This Lease may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute only one instrument.

f. Any waiver by Lessor of any default or breach of this Agreement shall not be construed to be a continuing waiver of said default or breach, or as a waiver or permission, express or implied, of any other or subsequent default or breach.

g. It is declared that the actions of both parties under this Agreement are a governmental function. It is the intention of the parties hereto that this Agreement shall not, in any manner, be construed to waive the defense of governmental immunity, which both parties possessed prior to the execution of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed by authority of their respective boards, and the parties execute this lease by its officers thereunto duly authorized, the day and year first above written.

**LESSEE - CITY OF LAPEER**

**LESSOR - LAPEER COUNTY**

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Its: Chairman

By: \_\_\_\_\_  
Its: City Manager

By: \_\_\_\_\_  
Its: Administrator

EXHIBIT A

LEGAL DESCRIPTION

[ADD LEGAL DESCRIPTION]

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EXHIBIT B  
INSURANCE REQUIREMENTS

- A. Workers Compensation & Employers' Liability Insurance, Michigan Statutory Limits of Liability.
- B. Commercial General Liability Insurance on an occurrence basis with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence and aggregate combined single limit for Personal Injury, Bodily Injury, Property Damage. Coverage shall include extensions for Contractual Liability and Independent Contractors Coverage.
- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owner vehicles, all non-owned vehicles, and all hired vehicles.
- D. Umbrella Liability Insurance with limits of liability not less than two million dollars (\$2,000,000.00) per occurrence.
- F. On all certificates of insurance other than Workers' Compensation & Employers' Liability Insurance, the additional insured must include and read as follows: "Charter Township of Orion, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities of the Charter Township of Orion, and their board members, employees, and volunteers."
- G. The cancellation notice must read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder."