



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

PROPERTIES COMMITTEE

May 23, 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: Commissioners Bryan Zender (Chair), Tom Kohlman, Kevin Knisely;
Moses Sanzo, County Administrator/Controller; Jackie Arnold, CFO;
John Bustle, Building Grounds/Parks Director

2024 Committee Commissioner Alternate: Gary Howell

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 **MAY 9, 2024** PROPERTIES COMMITTEE MEETING
- 4) **NEW/GENERAL ITEMS**
 - A) **E911-**
 1. Request to authorize the purchase of 5 Plantronics wireless base stations.
 2. Request to authorize the continuation of Google Workspace Business Suite.
 3. Request to authorize the contract between SEMCO Energy and the County of Lapeer for Central Dispatch's radio system infrastructure.
 - B) **CMH-** Discussion on new CMH building.
(referred from 5/9/2024 Properties Meeting)
- 5) **OLD/REFERRED/OR ADDITIONAL ITEMS** (if needed)
- 6) **ADJOURN...**

Meetings to be held as needed.

PROPERTIES COMMITTEE

May 9, 2024

***Room 302 COUNTY COMPLEX
255 CLAY STREET, LAPEER, MI 48446***

Chairman Zender called the meeting to order at approximately 11:03 a.m. in Room 302 of the County Complex.

Members Present: Commissioners Bryan Zender, Kevin Knisely, Tom Kohlman
Moses Sanzo, County Administrator/Controller; John Bustle, Building & Grounds/Parks Director; Jackie Arnold, CFO

Others: Jillian Clark, Special Events Coordinator; Undersheriff Michael Odette, Brooke Sankiewicz, CMH CEO; Ben Woodfield, Mechanical Supervisor

AGENDA

The agenda was reviewed.

Motion by Kohlman, support by Knisely, to approve the Properties Committee Agenda as presented. Motion carried.

MINUTES

The minutes from April 25, 2024 were briefly reviewed.

Motion by Kohlman, support by Knisely, to approve the minutes from the April 25, 2024 Properties Committee meeting as presented. Motion carried.

SHERIFF'S DEPARTMENT

Undersheriff was present to discuss updated quotes received for outdoor office signage. Undersheriff explained that it would be a two-sided monument sign with no LED or digital features, however would still have electricity for the sign to be lit for visibility. Electrical quote reviewed and discussed. Undersheriff explained the different in texture and depth of footing between each company. Brief discussion on funding source occurred.

- 1. Motion by Kohlman, supported by Knisely, to recommend to the Full Board, pursuant to the recommendation of the Properties Committee, to authorize Building and Grounds and Sheriff's Department to proceed with Crannie for the outdoor sign and O.S.C for electrical, at a total project cost not to exceed \$20,000.00, to be paid for from Building and Grounds Capital Funds. Motion carried.**

CMH

Brooke Sankiewicz was present to discuss Harmony Hall's request for a filtered water fountain. Sankiewicz explained current water fountain needs a repair and that all other CMH buildings have recently upgraded their fountains. Discussion on costs compared to similar County projects occurred.

- 2. Motion by Kohlman, supported by Knisely, to recommend to the Full Board, pursuant to the recommendation of the Properties Committee, to authorize CMH to proceed with Family Building for one filtered water fountain for Harmony Hall, at a cost not to exceed \$2,500.00, to be paid for by CMH, at no additional cost to the County's General Fund. Motion carried.**

Sankiewicz and John Bustle were present to discuss the bids received from the RFP for the new CMH building. Brief discussion on each bid and what would be included within the costs. Moses Sanzo expressed wanting corporate counsel to review verbiage on bids. Bustle expressed concern on funding source for the building. Jackie Arnold explained financing options which included a bond as previous CMH buildings were purchased. Sanzo expressed needing to further review financing options. Zender requested topic to be placed on 5/23/2024 properties agenda for further discussion.

BUILDING & GROUNDS

Bustle brought up for discussion, concerns on the Complex's generator as it is aging and currently needs fixing. Discussion on costs for a new generator occurred, followed with concerns on diesel versus natural gas and above versus underground generator. Bustle would reach out for quotes/more options. Ben Woodfield shared information on current generators throughout the County and common issues experienced. It was suggested that further discussion on generator should be presented to A.R.P.A Committee.

PARKS

Knisely requested an update from Bustle on the County Parks. Bustle shared prints are out for bid for demolition on Torzewski Waterpark. Bustle explained that WTA is doing all the advertising for the bids. Zender expressed wanting to see the link to their bid sit on the County's website. Jillian Clark would reach out to WTA for further information.

ADJOURN

Motion by Knisely, supported by Kohlman, to adjourn the meeting. Motion carried. 11:57 a.m.

Bryan Zender, Chairman
Lapeer County Properties Committee

REQUEST FOR ACTION

DATE: April 05, 2024

☒ REQUEST FOR ACTION

☐ FOR YOUR INFORMATION

☐ REQUEST FOR INFORMATION

TO: County Board of Commissioners

FROM: Jeffrey Satkowski, County 911

SUMMARY OF REQUEST / INFORMATION:

Seeking authorization purchase 5 wireless headset base stations.

ADDITIONAL INFORMATION:

With Administrator approval outlined in county financial policy, we purchased 2 wireless headset base stations a month ago. They have been working great allowing dispatchers more freedom to move around their stations and the dispatch area without being tied to a desk by a physical cord.

We are seeking to furnish the remaining 5 dispatch consoles with the same wireless base stations. This is a single source purchase through Amazon. We had tried for months to source these through various other vendors, such as Motorola, ProComm, Poly and others. They either cannot order them, or are on backorder with no estimated arrival date. Currently, they are available for purchase on Amazon.

CONTACT PERSON(S):

Jeffrey Satkowski

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

- Amazone quote \$2,679.90

DRAFT MOTION: To authorize the purchase of 5 Plantronics wireless base stations from Amazon at a cost not to exceed \$2,700. 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 ☐

Lapeer County Central Dispatch

POLICY: LCCDP-06-006-C

DATE: Current as of September 2023

PUBLIC SAFETY RADIO ACCESS POLICY

PURPOSE

The purpose of this policy is to grant access of the Lapeer County Public Safety Radio System to Public Safety providers who operate within Lapeer County, by establishing requirements, guidelines, and authority for its use. It is the intent to preserve the continuity and premise of a consolidated dispatch system for the citizens of Lapeer County.

DEFINITIONS

A. Lapeer County Public Safety Radio System

The 800MHz radio system in operation at Lapeer County Central Dispatch along with associated dispatcher support, as defined in the Lapeer County 911 Service Plan.

B. Public Safety Provider

For the purpose of this policy, a Public Safety Provider is a public or private, police, fire, or EMS entity.

C. Non Public Safety Provider

For the purpose of this policy, a Non Public Safety Provider is a public or private agency that is not affiliated with public safety. i.e. GLTA, Lapeer County Road Commission, city or village DPW, schools.

REQUIREMENTS

A Non Public Safety or Public Safety Provider wishing to operate on the Lapeer County Public Safety Radio System, and having sent a letter of intent to the Director of Lapeer County Central Dispatch, shall;

- A. Be approved by the Lapeer County Technical Advisory and Authority Boards to operate on the Lapeer County Public Safety Radio System.

LCCDP-2006-006-C

- B. Provide to the Director of Lapeer County Central Dispatch a copy of a written contract with a governmental municipality that describes specific boundaries within that municipality.
- C. Purchase all radio equipment, including programming, needed to operate on the radio system as approved by the Director of Lapeer County Central Dispatch. All radio equipment purchased must be technically consistent with the established radio system, see LCCDP-23-0012-C, and capable of meeting appropriate radio coverage reception for the designated service area. Furthermore, radio equipment purchased by the Public Safety Provider shall have sufficient features to accommodate emergency management, and mutual aid talk groups as described within the Lapeer County 911 Service Plan.
- D. As all requirements for this policy are met, the Director of Lapeer County Central Dispatch shall provide a letter of concurrence for the Public Safety Provider to operate on the Lapeer County Public Safety Radio System, and assign specific unit identifiers for each Public Safety Provider radio.
- E. Any entity not contracted for public safety service with a municipality located within Lapeer County, that utilizes the services of Lapeer County Central Dispatch on a regular basis shall reimburse Lapeer County Central Dispatch on a fee-per-radio basis.

TERMINATION

The Lapeer County Central Dispatch Authority may terminate access to the Lapeer County Public Safety Radio System should a Public Safety Provider fail to comply with any of the policy requirements.

Delivering to Lapeer 48446
Update location

All ▾ Search Amazon

EN ▾ Hello, sign in
Account &

All Medical Care ▾ Groceries ▾ Best Sellers Amazon Basics New Releases Prime ▾ Music Today's Deals




\$50 instant gift
card

Get \$50 off instantly upon approval for Amazon
Visa.

Current subtotal: \$2,679.90
Gift Card savings: - \$50.00
Cost after savings: \$2,629.90

Shopping Cart

Subtotal (5 i

	Price	Proce
	<p>Plantronics 217100-01 Ca22cd-sc Cordless Ptt Dect 6.0 Pj-7 Na</p> <p>In Stock Shipped from: Headset World USA FREE delivery Apr 10 - 15 Gift options not available. Learn more</p> <p>Qty: 5 Delete Save for later Share</p>	<p>\$535.98</p> <p>Subtotal (5 items): \$2,679.90</p>

The price and availability of items at Amazon.com are subject to change. The Cart is a temporary place to store a list of your items and reflects each item's most recent price. [Learn more](#)
Do you have a gift card or promotional code? We'll ask you to enter your claim code when it's time to pay.

See personalized recommendations

Sign in

New customer? [Start here.](#)

REQUEST FOR ACTION

DATE: May 21, 2024

☒ 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 continue Google Workspace Business Suite

ADDITIONAL INFORMATION:

Cost of service has reached threshold of \$2,000 annually and must be in compliance with County financial policy and to satisfy auditing requirements.

CONTACT PERSON(S):

Jeffrey Satkowski

BACKGROUND INFORMATION:


Central Dispatch uses the Google Workspace Business Suite of software for many critical tasks, including business email, interfacing with CLEMIS alerts for emergency alerting of specialized law, EMS and fire units, document sharing, storage and communications. The cost for the service varies month to month depending on how many active accounts we use, either for staffing, or other automated systems.

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by _____, supported by _____, to approve the use of Google Workspace Business Suite at a cost not to exceed \$3,000 annually.


ATTACHMENTS YES ☒ NO ☐




Google Workspace Business Starter

Professional email and core collaboration tools, such as business editions of Gmail, Drive, Calendar, and Meet video conferencing. Includes up to 30 GB pooled storage for each user, video meetings for up to 100 participants, and administrative controls for user access, service policies, and mobile devices. [Show less](#)


Active
Since Aug 3, 2022




UPGRADE OR DOWNGRADE



VIEW INVOICES



CHANGE PAYMENT PLAN



MORE

Plan details

Payment plan ⓘ	Licenses ⓘ	Estimated monthly bill ⓘ
\$7.20 USD per user/month	24 assigned	\$172.80 USD
Flexible plan	Assign licenses	
Change payment plan		

Billing details

Next billing date ⓘ	Payments account ID ⓘ	Payments profile ⓘ
Jun 1, 2024	5317-8408-8026-4593	View payment settings
View invoices	View payment methods	Manage invoice recipients ⓘ

License settings

Default setting	Locally applied settings
Auto-assign ON	2 locally applied organizational units
Manage licensing settings	

REQUEST FOR ACTION

DATE: May 20, 2024

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

TO: County Board of Commissioners

FROM: Jeffrey Satkowski, County 911

SUMMARY OF REQUEST / INFORMATION:

Request to enter into contract with SEMCO Energy to utilize Lapeer County Central Dispatch's radio system.

ADDITIONAL INFORMATION:

See attached contract.

CONTACT PERSON(S):

Jeffrey Satkowski

BACKGROUND INFORMATION:

SEMCO Energy, a natural gas company, is requesting use of the Lapeer County Central Dispatch radio system to support their fleet of trucks that operate inside Lapeer County. They will be bringing infrastructure upgrades to our system to support the additional load of radio traffic.

Under Central Dispatch policy, private entities may be charged a fee for use of the system. It has been negotiated to charge SEMCO Energy \$105 per radio, per year, which is a standard fee among dispatch centers in the state. That revenue will be put into the maintenance line of our budget.

The proposed contract has gone through several reviews and revisions with County legal services and SEMCO.

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by _____, supported by _____, to authorize the the Chairman of the Board of Commissioners to sign the contract between SEMCO Energy and the County of Lapeer for use of Lapeer County Central Dispatch's radio system infrastructure.

ATTACHMENTS YES ☒ NO ☐

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, (the "Agreement") made and entered into on this ____ day of ____, 2024, ("Effective Date"), by and between SEMCO Energy, Inc., 1411 Third Street, Suite A, P.O. Box 5004, Port Huron, MI 48061-5004 ("SEMCO") and the County of Lapeer, a Municipal Corporation, whose address is 255 Clay St, Lapeer, MI 48446 ("Authority").

WITNESSED:

WHEREAS, the Authority owns and operates the Lapeer County Public Safety Radio System ("Sub-System") which is part of the statewide public safety communications system known as the Michigan Public Safety Communications System ("MPSCS"); and

WHEREAS, SEMCO, a public utility company with a role in public safety, has reached an agreement with MPSCS officials to become an end user of the MPSCS System; and

WHEREAS, SEMCO has submitted a request to the Authority to use the Sub-System for trucks/devices daily assigned to their Port Huron Operations Center; and

WHEREAS, the Authority and SEMCO have agreed a non-exclusive license shall be granted to SEMCO for use of the Sub-System subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, **IT IS HEREBY AGREED** as follows:

1. License to SEMCO. The Authority hereby grants SEMCO a non-exclusive license to:

- a. Install and maintain the necessary communications equipment for additional channels to be added to select Sub-System tower sites. The additional channel shall be integrated into the Sub-System and will be a shared resource among all Sub-System users.
- b. Use of the Sub-System for up to Ten (10) trucks/devices daily assigned to the SEMCO Port Huron Operations Center that support services in Lapeer County. The Authority understands this may fluctuate depending on public utility needs and emergencies. Therefore, it is the responsibility of SEMCO to provide the Authority with the number of trucks/devices daily assigned to the Service Center annually. The number of trucks/devices licensed to use the Sub-System may be increased by written mutual agreement in accordance with Section 21 of this Agreement.

It is expressly understood and agreed that the sums paid by SEMCO under this Agreement shall be construed as full consideration for the licenses SEMCO receives under this Agreement and that SEMCO shall not owe the Authority any additional rent or other charges for its use of the tower sites, equipment shelter space, or utilities.

2. **License Fee.** In consideration for this license, SEMCO agrees to the following:
 - a. Equipment or upgrades shall not now or in the future cause damage to, or interfere with, the Authority's current or future equipment or systems installed at the Sub-System site. If such damage or interference shall occur, the Authority shall give SEMCO written notice thereof and SEMCO shall take immediate action to correct the damage or interference.
 - b. SEMCO shall pay the Authority annually in advance a license fee equal to One Hundred Five (\$105) Dollars per truck/device with an estimated Ten (10) truck/devices assigned to the Port Huron Operations Center that support services in Lapeer County for the first year of this Agreement. This Agreement term shall begin on the date SEMCO begins utilizing the Sub-System and shall automatically renew for concurring one (1) year terms unless otherwise terminated by the parties in accordance with Paragraph 15 below. The Authority shall provide SEMCO with an invoice for the annual license fee on the first of each year. Payment shall be made within thirty (30) days of the date referenced on the invoice.
 - i. Prior to the end of the second year of this Agreement and every year thereafter, the parties agree to conduct a cost analysis of the per truck/device license fee. The Authority shall provide SEMCO a cost analysis illustrating all Sub-System tower site operational costs and a per channel breakdown for the previous year.
 - ii. The annual license fee may be adjusted as a result of the cost analysis by mutual agreement of the parties. If the parties cannot mutually agree on the adjustment of the annual license fee, the Authority shall be entitled to increase the license fee by three percent (3%) for the following year, without the agreement of SEMCO, if the cost analysis reveals an operational increase for the Sub-System of more than five percent (5%) over the previous year.
3. **Access to the Sub-System Tower Sites.** The Authority agrees to grant access to Motorola and MPSCS officials, engineers, and technicians as necessary to install, maintain, repair, remove, and/or replace equipment belonging to SEMCO at each Sub-System site.
4. **Maintenance.** SEMCO shall be solely responsible for the maintenance and repair of their communications equipment.
5. **Utilities.** It is understood and agreed that all utilities required to operate SEMCO's communications equipment shall be included in the annual license fee outlined in Section 2.
6. **Damage and Clean-up to Authority Property and/or Premises.** SEMCO shall be responsible for any damage to any Authority property, equipment, or premises that is caused by SEMCO employees, contractors, or volunteers. If damage occurs, SEMCO shall make necessary repairs and/or replacements to the damaged property and equipment or in the alternative pay the Authority the cost for such repairs or replacement. SEMCO shall be responsible for removal of its equipment from the Sub-System tower

sites when it is no longer needed unless otherwise agreed upon with the Authority in writing. In removing its equipment, SEMCO shall not disturb Authority-owned equipment and shall leave the Sub-System sites in a clean, good condition.

The Authority shall be responsible for any damage to SEMCO's equipment at the Sub-System tower sites caused by Authority employees, contractors or volunteers and shall likewise require any other licensees to agree to assume such responsibility for damage they or their contractors or volunteers may cause to the Authority's or SEMCO's property. If damage to either party's property occurs the responsible party shall make necessary repairs or replacements or in the alternative pay both parties the cost of such repairs or replacement.

7. Destruction: Condemnation.

- a. Destruction. If one or more tower sites are destroyed or so damaged as to materially interfere with SEMCO's use and benefits from a tower site, the Authority and SEMCO may elect to cancel and terminate this Agreement on the date of such casualty providing that both parties agree to said termination in writing. Notwithstanding the foregoing, the Authority may elect, to repair the damage, in which case the Authority and SEMCO shall remain bound to the terms of this Agreement.
- b. Condemnation. If the whole or any substantial part of a tower site shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation so as to materially interfere with SEMCO's use thereof, SEMCO may, in its discretion, terminate or seek a modification of this Agreement.

8. Status of Relationship. Nothing in this Agreement is intended to create a partnership or agency relationship between the parties. The employees, agents, contractors, lessees, or licensors of one of the parties shall not be deemed to be an employee, agent, contractor, lessee, or licensee of the other party.

9. Insurance. SEMCO shall procure, pay the premium on, keep, and maintain during the term of this Agreement adequate personal injury and property damage insurance, covering injuries, death and property damage arising out of the SEMCO's activities pursuant to this Agreement. Such insurance shall have an initial limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said insurance must contain comprehensive coverage to insure against all claims arising out of or attributable to SEMCO's use of the Sub-System regardless of whether the Licensee or any of its officers, employees, or agents are negligent in any manner. The certificate of insurance must contain an unqualified guarantee that the Authority will be provided with 30 day's prior written notice of cancellation, termination, or non-renewal of the insurance policy provided. In the event the insurance coverage obtained by SEMCO is for any reason reduced or terminated during the term of this Agreement, SEMCO shall immediately notify the Authority of that fact in writing. In the event the insurance coverage obtained by SEMCO is terminated or reduced during the term of this Agreement, the Authority shall have the right to take any action available under the laws of the State of Michigan and shall be entitled to immediately terminate this agreement for cause.

Notwithstanding the foregoing, either the Authority or SEMCO shall have the right to self-insure the risks for which they are required to insure against in this Section.

10. Indemnification and Waiver. SEMCO agrees to indemnify the Authority and hold the Authority harmless against any claims, actions, damages, or liability that arise as a result of SEMCO's use of the Sub-System. The foregoing does not apply to claims, actions, damages or liabilities that arise as a result of the Authority's gross negligence, breach of the Agreement or willful misconduct.

11. No Third Party Beneficiaries. This Agreement is not intended to be a third-party beneficiary contract and confers no rights or privileges on anyone other than the Authority and SEMCO.

12. Discrimination. In carrying out the terms to this Agreement, the parties hereto shall adhere to all Federal, State, and local laws and regulations prohibiting discrimination. The parties hereto, as required by law, shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation or beliefs, or citizenship. Breach of this covenant shall be regarded as a material breach of this Agreement.

13. Compliance with Laws. The parties to this Agreement shall perform all their respective duties and obligations hereunder in complete compliance with all applicable Federal, State, and local statutes, laws, ordinances, rules, and regulations.

14. No Personal Liability. The obligations hereunder of the Parties shall constitute solely the obligations of the respective entities to be satisfied solely from their respective assets, and no officer, Commissioner, agent, employee or partner of any of said entities shall have any personal obligations, responsibility or liability for the performance of the terms of this Agreement, except for liabilities arising out of the gross negligence of an employee, agent, Commissioner, or either party.

15. Reservation of Rights. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Authority and SEMCO.

16. Amendments. All modifications, amendments, or waivers of any provision of this Agreement shall be made by the written mutual consent of the parties hereto.

17. Contract Period/Termination. This Agreement shall be effective from the date of execution by the authorized representatives of both the Authority and SEMCO and shall remain in effect until terminated as provided in this Agreement, or so long as the useful life of the Sub-System, whichever shall first occur. Notwithstanding any other provision in this Agreement to the contrary this Agreement may be terminated by either party upon three hundred sixty-five (365) days written notice to the other party. Upon the effective date of the termination, the License shall be deemed revoked and SEMCO's equipment

must be removed from the tower sites or, by written mutual agreement, the Authority and SEMCO may agree to the Authority's purchase of the equipment.

18. **Waiver.** The waiver by a party of any default in performance by the other party of any of the terms, covenants or conditions contained herein shall not be deemed a continuing waiver of that default or any subsequent default.

19. **Assignment.** SEMCO shall not assign this Agreement or any right or obligation under this Agreement without the prior written consent of the Authority. If this Agreement is assigned, then it will bind and benefit the successors and assigns of the parties.

20. **Severability.** Each provision of this Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the remainder of the Agreement shall remain in effect.

21. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Michigan.

22. **Nonwaiver.** The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this License. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing.

23. **Governmental Immunity.** It is declared that the actions of the Authority 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 the Authority possessed prior to the execution of this Agreement.

24. **Governing Law.** This Agreement shall be governed by Michigan law. Any action brought to enforce, interpret or decide any provision of this agreement or any claim arising under this Agreement shall be brought in the 40th Judicial Circuit Court of the State of Michigan, the 71A District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the Court. Except as otherwise required by law, venue is proper in the Courts set forth above.

25. **Notices.** All required notices shall be in writing and shall be considered given when delivered by registered, certified or electronic mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to SEMCO:

SEMCO Energy, Inc.
Attention: Darcy Falkowski
1411 Third Street, Suite A
P.O. Box 5004
Port Huron, MI 48061-5004

If to the Authority:

Lapeer County Board of Commissioners
Attention: Tom Kohlman
Chairman of the Board, County of Lapeer
255 Clay St
Lapeer, MI 48446

26. Entire Agreement. This writing contains the entire agreement of the parties regarding the subject matter of this Agreement and may be modified only upon the subsequent written agreement signed by all parties.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

28. Certification of Authority to Sign Agreement. The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

This License Agreement has been fully signed by the authorized representatives of the parties hereto on the day and year first above written.

SEMCO Energy, Inc.	County of Lapeer
By:	By:
Name: Darcy Falkowski	Name: Tom Kohlman
Title: Emergency Manager	Title: Chairman of the Board, County of Lapeer
Date: March 26, 2024	Date: