



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

March 14, 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 **FEBRUARY 22, 2024** PROPERTIES COMMITTEE MEETING
- 4) **NEW/GENERAL ITEMS**
 - A) **E911**- Request to approve landscaping, beautification, and brick campaign.
 - B) **DRAINS**- Request to consider resolutions regarding lake level order and the Part 307 process.
 - C) **COMMUNITY MENTAL HEALTH**- Discussion on new CMH building.
 - D) **ANIMAL CONTROL**- Discussion on new AC building.
 - E) **BUILDING & GROUNDS** – Request to approve the sale of 2017 Dodge Charger, general fleet vehicle.
 - F) **BUILDING & GROUNDS** – Request to accept the installation of a pavilion by Lapeer Rotary Club at the Saginaw Street Kayak Launch.
 - G) **ADMINISTRATION**- Request to approve the pavilion lease between the County of Lapeer and the City of Lapeer.
- 5) **OLD/REFERRED/OR ADDITIONAL ITEMS** (if needed)
- 6) **ADJOURN...**

Meetings to be held as needed.

PROPERTIES COMMITTEE

February 22, 2024

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

Chairman Zender called the meeting to order at approximately 11:40 a.m. in Room 302 of the County Complex.

Members Present: Commissioners Bryan Zender, Tom Kohlman, Kevin Knisely

Others: Moses Sanzo, County Administrator/Controller; Jackie Arnold, CFO; Jillian Clark, Special Events Coordinator; Sarah Whaley, Emergency Management Coordinator; Jeff Satkowski, E911 Director; Undersheriff Michael Odette; Truman Mast (observation only); Gary Howell (observation only); Brad Haggadone (observation only).

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 February 8, 2024 were briefly reviewed.

Motion by Knisely, support by Kohlman, to approve the minutes from the February 8, 2024 Properties Committee meeting as presented. Motion carried.

EMERGENCY MANAGEMENT

Sarah Whaley was present to review several options for the County's alerting system. NIXLE is a subscriber based alerting system that allows the public to text their zipcode to the number to receive advisories from the County. These advisories could include power outages, closure of county buildings and other non-emergency text message advisories. NIXLE also allows access through FEMA IPAWS which are emergency use only alerts. Whaley stated that NIXLE has always been funded through a reimbursement grant, however, there were recent changes to the grant and NIXLE no longer qualifies. Whaley shared information on Onsolve CodeRed. Whaley discussed this alerting system has a database of phone numbers already programed which allows for a greater reach of residents and also includes IPAWS alerting. Onsolve CodeRed differs from NIXLE as Onsolve CodeRed allows for access to townships/villages/city if they request at no additional charge. Whaley presented a third option, free of charge, that would only be used for emergencies through IPAWS. Concerns were discussed regarding marketing/training for townships/villages/cities on usage of Onsolve CodeRed programing. Jeff Satkowski and Undersheriff Odette were invited to join the discussion on usage on county-wide alerting system. Discussion on costs being spread between County, Central Dispatch, and Sheriff's Department occurred.

Continued

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

ADMINISTRATION

Moses Sanzo was present to share a PowerPoint on County's Document Storage Reduction Plan. Sanzo invited Mast, Howell, and Haggadone into the meeting for observation only for the PowerPoint presentation. Sanzo expressed that there is an overflow of documents being stored throughout the County buildings. Sanzo shared working with legal counsel and the policy and procedures committee to develop a document retention policy. Plan included shredding of documents past the retention date and the scanning of documents moving forward. Concerns of time for scanning and going through old boxes was brought up. Sanzo expressed plan to stop the growth by scanning and getting rid of what is shred-able now. Discussion on costs for shredding and funding occurred.

ADJOURN

Motion by Kohlman, supported by Knisely, to adjourn the meeting. Motion carried. 12:15 p.m.

Bryan Zender, Chairman
Lapeer County Properties Committee

REQUEST FOR ACTION

DATE: February 26, 2024

 X REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: County Board of Commissioners, Properties Committee

FROM: Jeffrey Satkowski, County 911

SUMMARY OF REQUEST / INFORMATION:

Perform landscaping, beautification and brick campaign setting.

BACKGROUND INFORMATION:

Central Dispatch is requesting to perform landscaping of the south west section of the property to add brick pavers for a brick campaign similar to the Animal Control bricks, and those at the historic courthouse.

Additionally, this landscaping will incorporate a setting to install a flagpole to fly the American and State of Michigan Flags in front of the building.

With assistance from Buildings and Grounds Department, we have three bids and are choosing Kirtland Landscape, Inc as the contractor to perform the work. Quoted price from Kirtland is \$14,164.00. The date on all of the bids is from 2023, and we have confirmed that the prices are still valid as of February 2024.

Three quotes for the flagpole and installation are included with recommendation to purchase from Better buy Flag at \$2,169.77.

The 911 Authority has authorized spending for this project up to \$25,000 to handle any contingencies. Current total for project is \$16,333.77

SUPPORTING DOCUMENTS:

Attached quotes

DRAFT MOTION:

Motion by _____ supported by _____

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

A

ATTACHMENTS

YES



Customer Name: Lapeer County 911 Dispatch
Address: 2332 W. Genesee Street
Lapeer, MI 48446
Phone: 810-441-0507 – Ben Woodfield

Date: 08/22/2023

JOB DESCRIPTION:

SECTION A): INSTALL NEW CONCRETE BRICK PAVERS AND LANDSCAPE IN TWO CURRENT LAWN AREAS AT THE SOUTHWEST CORNER OF BUILDING.

1	EA		RELOCATE EXISTING FIELDSTONE BOULDER TO NEW LOCATION IN EXISTING STONE LANDSCAPE BED AREA – EXACT LOCATION TO BE DETERMINED.
1	LS		REMOVE EXISTING SOD AND EXCAVATE FOR NEW BRICK PAVERS AS NECESSARY – HAUL EXCESS EXCAVATED SOIL FROM SITE
785 +/-	SF		PREPARE BRICK PAVER BASE IN TWO LOCATIONS (PEDESTRIAN TRAFFIC BASE)
		980 +/-	SF GEO-TEXTILE SEPARATION FABRIC
		22	CY 6-AA LIMESTONE – 5" DEPTH
		5.5	CY ASTM #9 LIMESTONE – 1"
785 +/-	SF		UNILOCK 6cm HOLLAND STONE CONCRETE BRICK PAVER
1	LS		EDGE PAVERS WITH CONCRETE PAVER EDGE RESTRAINT WHERE NECESSARY
785 +/-	SF		JOINT PAVERS WITH POLYMERIC PAVER JOINTING SAND
3	CY		TOPSOIL PLANTING MIX
12	EA	#2	KARL FORESTER FEATHER REED GRASS
10	EA	#2	DESERT PLAINS DWARF FOUNTAIN GRASS
360 +/-	SF		1-2" COBBLESTONE MULCH SPREAD OVER WEED BARRIER FABRIC

TOTAL PRICE SECTION A): = \$20,800.00

WE PROPOSE: Hereby to furnish material and labor, complete in accordance with the specifications described in above sections: A for the sum of: \$20,800.00
Minus design retainer fee credit (If Applicable) - design fee credit \$0.00

Total Contract Amount ===== \$20,800.00

DESIGN SERVICE:

A retainer fee will be charged for all landscapes designed by Barkman Landscaping.
The Customer may obtain a one-time credit for the cost of the design retainer fee under the following conditions:
The Customer will be credited a percentage of the design fee equaling the percentage of initial work contracted from design drawn.
Design Retainer Fee = \$ _____ X _____ % of work contracted = design retainer fee credit = \$ _____.

TERMS OF PAYMENT:

- 1/3 of total cost due upon acceptance of this proposal.
- Remaining balance due on completion of work.

Termination of this contract by the customer results in forfeit of up to 10% of pre-paid deposit
1 1/2% interest per month will be charged after (30) thirty days on unpaid balances. (18% annually).
Guarantee void after 90 days if balance is unpaid.
For any reason that work cannot be completed due to unavailability of materials, balance is to be paid in full except for the cost of unavailable materials and labor to install.
If work cannot be continued / completed due to seasonal weather conditions balance is to be paid in full except for the cost of unpurchased materials and labor to install materials.

GUARANTEE

- All Landscaping and sprinkler systems will be guaranteed for one year from installation unless specified below.
- Brick pavers and block retaining walls will be guaranteed for two years from installation.
- All replacement plants will be of the original specified size.
- Trees, shrubs, ground cover and perennials that have been replaced are not guaranteed.
- Transplanted plant materials and annual flowers are not guaranteed.
- Plants lost due to lack of water or improper care are not guaranteed

- All work is to be completed in a professional manner according to standard practices.
- Any changes to scope of work must be approved in writing on a change order form and signed by the customer and a Barkman Landscaping representative.
- All employees are fully covered by workman's compensation insurance.
- All public underground utilities will be marked by "Miss Dig." Marking location of private underground utilities is the responsibility of the customer. We are not responsible for damage to private underground wires or pipes.
- Unless otherwise noted permit costs are not included in quoted prices and are the customer's responsibility.
- The customer is responsible for gaining any necessary approvals of work from Homeowner's Association when applicable.
- Additional costs may incur due to unforeseen underground site conditions
- The customer authorizes Barkman Landscaping to display a sign for the duration of the job, and to use photographs taken at the jobsite for display, promotion, and advertising, without compensation to the customer.
- This proposal may be withdrawn if not accepted within ten (10) days of proposal date.

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.

At signing of this proposal, it then becomes a contract.

AUTHORIZED SIGNATURE _____ **DATE:** / /
(Customer signature)
BARKMAN LANDSCAPING Rand / Fred **DATE:** 08/22/2023
(Representative)

Total cost \$ _____ Deposit \$ _____ Balance \$ _____ Check # _____
C.C. # _____ Expiration Date _____ CCV2 # _____ Date Received _____

Barkman Landscaping 401 W. Rising Street Davison, MI 48423 810-653-6588 www.barkmanlandscaping.com

Initials _____



Cutrite

Lawn care & Landscaping

810-664-1552

5284 GENESEE RD, LAPEER MI

www.cutritelawnscapes.com

CUTRITE LAWN CARE & LANDSCAPING
5284 Genesee Rd.
Lapeer, MI 48446
810-664-1552
info@cutritelawnscapes.com

Paver Patio/Landscape Proposal

Contact: Ben Woodfield

Address: Lapeer County 911 dispatch

City/State/Zip: Lapeer, MI 48446

Date: 8-21-2023

Phone: (810)441-0507

The following proposal is prepared especially and provided by Cutrite Lawn care & Landscaping. Please feel free to contact our office during normal business hours with any questions or concerns.

:Install paver patio and pathway to flagpole approx 785sqft as discussed. Brick supplied will be Fendt Holland stone 4"x8". 8" of sub base and 1" of bedding base will be installed under paver patio. Price includes all material including the brick pavers, poly sand, and aluminum edge restraint, also removal and disposal of soil.

Total-\$17,460.00

:Remove sod in center island area. Install (12) Karl forester feather reed grass, (10) Desert plains dwarf fountain grass along paver patio. Install 1-3" cobblestone between patio and parking lot, and in island with flagpole. Area will be covered with weed barrier prior to installation of stone.

Total-\$4850.00

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions are satisfactory and are hereby accepted.
You, Cutrite Lawncare & Landscaping, are authorized to do the work specified.

_____, 2023

Buyer Agent/Client Authorization

Date 8-21-2023

TOTAL FOR JOB-\$22,310.00

Kirtland Landscape, Inc.

P.O. Box 912
Lapeer, MI 48446

(810) 895-9540 Fax (810) 895-9542

To: City of Lapeer - Central Disp
2332 W. Genesee St.
Lapeer, Mi. 48446

PROPOSAL

Phone	Date 9/18/23
Job Name / Location	Paver patio and landscape
Job Number	Job Phone
Contract Number 2023-I-472-B	Date of Existing Contract

We hereby submit specifications and estimates for:

Layout and install approximately 785 sqft new 4x8 Holland stone brick pavers. Pavers are to be installed on a 4" limestone base with approximately 1" of bedding material. Patio and walkway will incorporate a tan and charcoal border similar to the attached picture. The interiors will be laid in a running bond pattern.

Supply and install 12 Karl Forester, 10 Dwarf fountain grass, 6 Happy Returns Daylilly, 6 yds 2"-3" cobblestone, landscape fabric.

Move 1 or 2 existing boulders as needed

We Propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:
Dollars (\$14,164.00)

Payment to be made as follows: Balance upon completion.

All material is guaranteed to be as specified. All work to be completed in a 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 Insurance.

Authorized
Signature _____

Note: This proposal may be
Withdrawn by us if not accepted within 30 days.

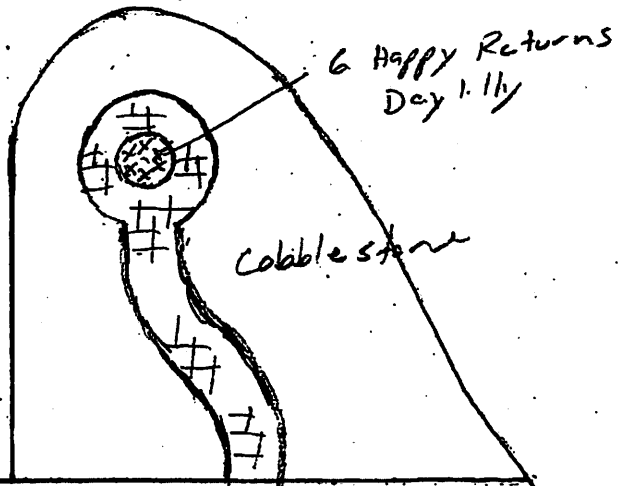
Signature _____

Signature _____

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.

Date of Acceptance: _____

1-8'



5 Burning bush
or
Alpine Currant

Cobble stone

5 Burning Bush
or
Alpine Currant

5 Burning Bush
or
Alpine Currant



HOLLAND STONE

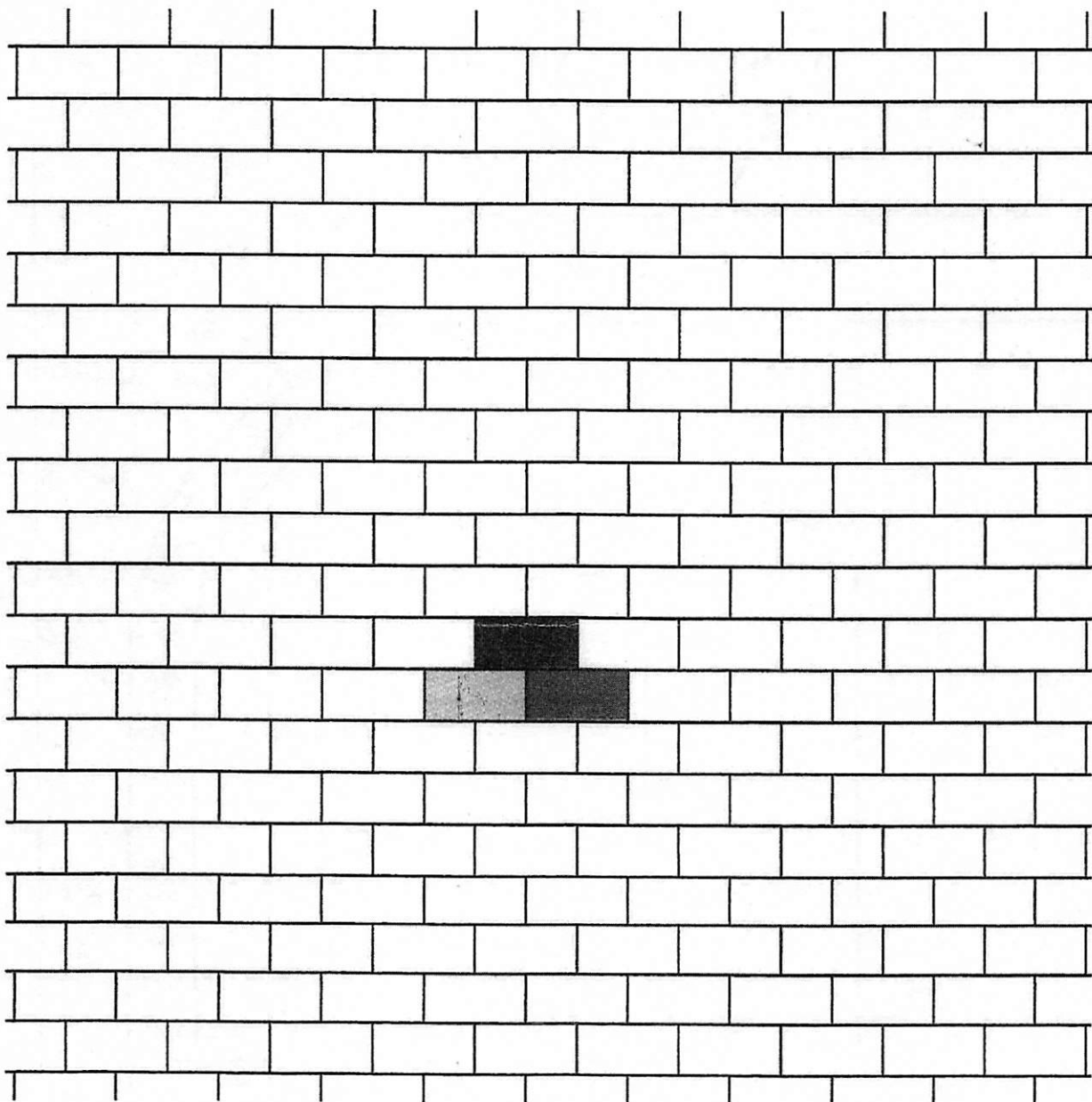
1-PIECE RUNNING BOND PATTERN



100% $3\frac{15}{16} \times 7\frac{7}{8}$

$2\frac{3}{8}$

Similar border



FREE SHIPPING

As Apply

(1)

What are you looking for?

STATES
★ ★ ★ ★ ★
FLAG STORE

Not installed

Empty cart



Eder

Architectural Series 30ft Flagpole - Two Piece - Revolving Truck - EC30

Finish: Satin

Change

Price

\$2,399.99

Quantity:

▼ 1 ▲

Total

\$2,399.99

x

Subtotal: \$2,399.99

Shipping: [Add Info](#)

Coupon Code: [Add Coupon](#)

Grand total: \$2,399.99

Check out

- or use -

paypal



amazon pay

YOU MAY ALSO LIKE



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UNITED

SAVE 10%

Better Buy Flag
(810) 969-4063
1047 Roods Lk Rd
Lapeer, MI 48446

Estimate

Number E320

Date 7/21/2023

Bill To Ben Woodfield
Lapeer county 911
2332 W Genesee
Lapeer, MI, 48446

Ship To

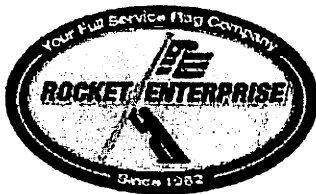
PO Number	Terms	Customer #	Ship	Via	Project
		810-441-0507			

Item #	Description	Quantity	Price Each	Tax1	Amount
ECS30	30' ECS 4" Butt, 2-3/8" Top .125 Wall	1	\$1,420.00	✓	\$1,420.00
	30' Install	1	\$700.00		\$700.00
	4x6 US Nylon	1	\$49.77	✓	\$49.77

Amount Paid	\$0.00
Amount Due	\$2,169.77
Discount	\$0.00
Shipping Cost	\$0.00

Sub Total	\$2,169.77
Sales Tax 6.00% on \$1,469.7	\$0.00
0.00% on \$0.00	\$0.00
Total	\$2,169.77

INQ#94161



ROCKET ENTERPRISE, INC.
30660 Ryan Road, Warren, MI 48092
586/751-7600 PH / 586/751-7636 FX

March 7, 2024

Ben Woodfield
Lapeer County Central Dispatch
2332 W. Genesee Avenue
Lapeer, MI 48446

810/441-0507
bwoodfield@lapeercounty.org

Ben,

Thank you for your interest in the products and services of **Rocket Enterprise, Inc.** Below you will find pricing and specifications on the flagpole you have requested.

Should you have any questions or need additional information, please feel free to contact our office.

We appreciate your consideration and look forward to being a part of your organization's Patriotic Flag Flying Tradition.

Sincerely,

Lisa Adams-Provenzano

CONE TAPERED SPUN ALUMINUM FLAGPOLE: Brushed Satin Finish

QTY	PART #, HEIGHT, DESCRIPTION	BASE	TOP	WALL	TC	TA	EACH	EXTENDED
1	RH30' BRUSHED SATIN FLAGPOLE	6"	3.5"	.156"	NT	0	\$1,975.00	\$1,975.00
1	DELIVERY, ASSEMBLY, & COMPLETE INSTALLATION				NT	0	\$975.00	\$975.00
1	5 X 8 USA NYLON FLAG				NT	0	\$75.00	\$75.00
1	3 X 5 STATE OF MICHIGAN NYLON FLAG				NT	0	\$45.00	\$45.00
1	2 X 3 CUSTOM LOGO NYLON FLAG				NT	0	\$105.00	\$105.00
1	SHIPPING FOR SPECIAL ORDER FLAG				NT	0	\$20.00	\$20.00
4	STAINLESS-STEEL #1 CLIP (FOR ADDITIONAL FLAGS)				NT	0	\$8.75	\$35.00
								\$0.00
								\$0.00
							SUB TOTAL	\$3,230.00
	NOTE: PRICING SHOWN IS FIRM FOR "60" DAYS						TAX	\$0.00
							TOTAL	\$3,230.00

FLAGPOLE PACKAGE INCLUDES: * Gold Ball Top * Standard Truck Pulley * Halyard & 2 Stainless Steel Clips *
* Flash Collar * Ground Sleeve * Cast Aluminum Cleat *

ABOVE PRICING DOES NOT INCLUDE CHARGES FOR: * Jackhammer through asphalt or concrete * Carting dirt off site *

UPON ACCEPTANCE - PLEASE SIGN, DATE & RETURN YOUR ORDER APPROVAL - THANK YOU

NAME & TITLE

DATE

REQUEST FOR ACTION

DATE: March 7, 2024

X REQUEST FOR ACTION
 FOR YOUR INFORMATION
 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Drain Office

SUMMARY OF REQUEST / INFORMATION: The Lapeer County Drain Office requests to be placed on the March 14, 2024 Property Committee agenda to discuss the Part 307 legal lake level process and potential updates to the lake level orders for:

1. Merritt Lake
2. Lake Nepessing
3. Lake Lapeer
4. Lake Metamora
5. Winn Lake

ADDITIONAL INFORMATION:

CONTACT PERSONS: Joseph Suma, Lapeer County Drain Commissioner

BACKGROUND INFORMATION: Each of the referenced lakes have an established lake level(s) by the Lapeer County Circuit Court under Part 307 of the Natural Resources and Environmental Protection Act, MCL 324.30701 et seq ("Part 307"). The Lapeer County Board of Commissioners and its delegated authority, the Lapeer County Drain Commissioner, has jurisdiction for the operation and maintenance of each of the lake levels.

The Lapeer County Drain Commissioner is in the process of reviewing the historical lake level orders for each lake to determine which orders require updates to be consistent with state law and the current operation of the lake level infrastructure. The Lapeer County Drain Commissioner will then provide proposed resolutions to the Lapeer County Board of Commissioners for authorization to conduct the necessary updates.

SUPPORTING DOCUMENTS:

Historical Lake Level Orders for each Lake

DRAFT MOTION:

Motion by _____, supported by _____, 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 Commissioner finds necessary

ATTACHMENTS YES X NO

STATE OF MICHIGAN
IN CIRCUIT COURT FOR THE COUNTY OF LAPEER

IN THE MATTER OF THE DETERMINATION, ESTABLISHMENT
AND MAINTENANCE OF THE NORMAL LEVELS OF MERRITT
LAKE IN THE TOWNSHIP OF METAMORA

CASE NO: 93-018942-CE(H)

JUDGEMENT

At a session of said Court held
in the County Complex, County of Lapeer
State of Michigan on this 3rd day
November, 1993.

PRESENT: HON NICK O. HOLOWKA
CIRCUIT JUDGE

FILED
COUNTY CLERK
NOV 3 4 19 PM '93

The Petition to determine, establish and maintain Normal levels of Merritt Lake having come on to be heard and the Court being fully advised in the premises and having heard and considered all proofs and allegations of all interested parties herein; and having considered and reviewed the description of lands contained within the special assessment district;

The Court finds that an elevation of 911.00 U.S.G.S. datum is the normal summer level of Merritt Lake, to be maintained from May to October 31 each year, an elevation of 909.60 U.S.G.S. datum is the normal winter level of Merritt Lake, Township of Metamora, Lapeer County Michigan, from November 1 to April 30 each year, and that said levels will provide the most benefit to the public and will best protect the public health, welfare and safety and that said levels will best serve to preserve the natural resources of the State of Michigan, and will best protect the values of properties developed around said Merritt Lake:

The Court further finds that the special assessment district as established by the Lapeer County Drain Commissioner pursuant to Resolution of the Lapeer County Board of Commissioners is a fair and equitable determination of the special assessment district.

THEREFORE, IT IS ORDERED:

1. That the normal summer level of Merritt Lake is determined to be and shall be established at an elevation of 911.00 U.S.G.S. datum from May 1 to October 31 each year;

2. That the normal winter level of Merritt Lake is determined to be and shall be established at an elevation of 909.60 U.S.G.S. datum to be maintained from November 1 of each year to April 30 the year following;

3. That a reasonable time of 10 to 20 days should be recognized and provided for to accomplish each seasonal change from winter to summer elevation in the spring and from summer to winter elevation in the fall; and

4. That the lands contained in the special assessment district are as follows, to-wit:

METAMORA TOWNSHIP-T6N-R10E


Section 7:

Merritt Lake Subdivision No. 1	Lots 1-47 inclusive, and outlots A,B,C & D
Merritt Lake Subdivision No. 2	Lots 48-67 inclusive
Lakeside Subdivision No. 2	Lots 29-71 inclusive
Individual Parcel Numbers	015-007-001 thru 015-007-024 inclusive, and 015-007-025-50, 015-007-041 and 015-007-042

Section 8:

Lakeside Subdivision	Lots 1-28 inclusive
Individual Parcel Numbers	015-008-017-00, 015-008-017-01, 015-008-020-00 015-008-022-00, 015-008-038-00, 015-008-039-00, 015-008-040-00, 015-008-041-00, 015-008-042-00, and 015-008-044-00

OFFICE OF
PROSECUTING
ATTORNEY
LAPEER, MICH.


Circuit Judge

PREPARED BY:
BYRON KONSCHUH
CHIEF ASSISTANT PROSECUTOR
255 Clay Street
Lapeer, Michigan 48446

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF LAPEER

IN THE MATTER OF THE DETERMINATION
AND MAINTENANCE OF THE NORMAL HEIGHT
AND LEVEL OF THE WATERS OF NEPESSING
LAKE, IN THE TOWNSHIP OF ELBA.

914

JUDGMENT

At a session of said Court held in the Courthouse
in the City of Lapeer, County of Lapeer, Michigan,
this 10 day of November, A.D., 1965.

PRESENT: Honorable James P. Churchill
Circuit Judge

The petition for the determination of the normal height and level of the waters of Nepessing Lake, Elba Township, Lapeer County, State of Michigan, and for other relief, having come on to be heard and the Court being fully advised in the premises and having heard and considered all proofs and allegations of all interested parties therein and having considered and reviewed the description of lands contained within the special assessment district, and it appearing that 831.40 feet above sea level is the normal height and level of Nepessing Lake, Elba Township, Lapeer County, Michigan, and that said height will provide the most benefit to the public and will best protect the public health, welfare and safety and that said height will best serve to preserve the natural resource of the State of Michigan, and will best protect the values of properties developed around said Nepessing Lake; and it appearing that the special assessment district as established by the Lapeer County Drain Commissioner pursuant to the Resolution of the Lapeer County Board of Supervisors is a fair and equitable determination of the special assessment district except for the exclusion of part of the South half of the Southwest quarter of Section 11, Town 7 North, Range 9 East, which parcel will benefit from the maintenance of the level of Nepessing Lake;

Therefore, It Is Ordered:

1. That the normal height and level of Nepessing Lake, Township of Elba, County of Lapeer and State of Michigan, is established at 831.40 feet above sea level;
2. That the lands contained in the special assessment district are as follows, to-wit:
 - (a) Section 14, Town 7 North, Range 9 East, except the East 20 acres of the North half of the Northeast quarter.
 - (b) The East half of the Southeast quarter and the East half of the Northeast quarter of Section 15.
 - (c) The East half of the Northeast quarter of Section 22.
 - (d) The North half of Section 23 except that part lying Southeast of Lippincott Road.

I DO HEREBY CERTIFY THAT THIS
IS AN EXACT COPY OF THE
ORIGINAL ON FILE IN THIS COURT

22nd DAY OF October 1965 A.D.
Karen Ford Veld
DEP. COUNTY CLERK
LAPEER COUNTY

- (e) That part of the Northwest quarter of Section 24 lying Northwest of Lippincott Road.
- (f) That part of the Southeast quarter of Section 13 lying South and West of Lake Nepessing Road.
- (g) That part of the Southwest quarter of Section 11 being described as the South 50 acres of the Southwest quarter except commencing North 1° 10' East 383.5 feet from the Southwest corner thereof, thence North 1° 10' East 425 feet, thence South 88° 15' East 230.61 feet, thence South 1° 10' West 425 feet, thence North 88° 15' West 230.61 feet to beginning.

Dated: Lapeer, Michigan
November 10 1965

James P. Churchill
James P. Churchill, Circuit Judge

FILED
COUNTY CLERK'S OFFICE
LAPEER, MICH.

JAN 31 1966

LYLE F. STEWART
BY *Mary Ellen Smith*
DEPUTY CLERK

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF LAPEER

IN THE MATTER OF THE DETERMINATION
AND MAINTENANCE OF THE NORMAL HEIGHT
AND LEVEL OF THE WATERS OF LAKE LAPEER,
TOWNSHIP OF ELBA AND HADLEY

File No. 2152

ORDER

At a session of said Court, held in the Court
House, city of Lapeer, state of Michigan, on
this 15th day of April, 1983.

PRESENT: HONORABLE MARTIN E. CLEMENTS
Circuit Judge

A Petition To Provide For Departure From The Normal Level Of The Waters
Of Lake Lapeer having been properly filed and having come on to be heard this
date, the court being fully advised in the premises, and having heard and con-
sidered all of the proofs, exhibits and testimony of all interested parties;
the court being satisfied and it appearing that an annual departure from the
previously determined legal lake level during the winter months would benefit
the public health, welfare and safety, preserve the natural resources of the
state, and preserve and protect the values of properties developed around Lake
Lapeer, and that the overall purposes of the Inland Lake Level Act would be
served;

IT IS HEREBY ORDERED AND ADJUDGED that the Petition To Provide For Departure
From The Normal Level of 861.00 feet be granted;

IT IS FURTHER ORDERED AND ADJUDGED that the legal lake level be established
at 858.00 feet above sea level during that period of time on and after October
15th of each year, until on or before May 1st of each year;

IT IS FURTHER ORDERED AND ADJUDGED that the Lapeer County Drain Commis-
sioner be the agent involved in supervising the changing of the lake level of
Lake Lapeer in such a manner and in such stages consistent with the order so
as to prevent flooding.

OFFICE OF
PROSECUTING
ATTORNEY
LAPEER, MICH.

PREPARED BY:

DENNIS F. MURPHY (P31907)
Assistant Prosecuting Attorney

THIS IS A
TRUE COPY
OF THE ORIGINAL
MARY ELLEN THACK
COUNTY CLERK

MARTIN E. CLEMENTS

Martin E. Clements, Circuit Judge

RECEIVED
APR 28 1983
LAPEER COUNTY
DRAIN COMMISSION

4-28-83

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF LAPEER

IN THE MATTER OF THE DETERMINATION
AND MAINTENANCE OF THE NORMAL HEIGHT
AND LEVEL OF THE WATERS OF LAKE LAPEER,
IN THE TOWNSHIPS OF ELBA AND HADLEY.

JUDGMENT

At a session of said Court held in the Court-
house in the City of Lapeer, County of Lapeer,
Michigan, this 10th day of April, A.D., 1968.

PRESENT: Honorable James P. Churchill
Circuit Judge

The petition for the determination of the normal height and level of the waters of Lake Lapeer, Elba and Hadley Townships, Lapeer County, State of Michigan, and for other relief, having come on to be heard and the Court being fully advised in the premises and having heard and considered all proofs and allegations of all interested parties therein; and having considered and reviewed the description of lands contained within the special assessment district;

And it appearing that 861.00 feet above sea level is the normal height and level of Lake Lapeer, Hadley and Matamoras Townships, Lapeer County, Michigan, and that said height will provide the most benefit to the public and will best protect the public health, welfare and safety and that said height will best serve to preserve the natural resources of the State of Michigan, and will best protect the values of properties developed around said lake Lapeer;

And it appearing that the special assessment district as established by the Lapeer County Drain Commissioner pursuant to the resolution of the Lapeer County Board of Supervisors is a fair and equitable determination of the special assessment district;

THEREFORE, IT IS ORDERED:

1. That the normal height and level of Lake Lapeer, Hadley and Elba Townships, Lapeer County, Michigan, is established at 861.00 feet above sea level;
2. That the lands contained in the special assessment district are as follows, to-wit:
 - (a) One acre in the SE corner of the SW $\frac{1}{4}$, Section 34, Elba Township, T7N, R9E.
 - (b) The South $\frac{1}{2}$ of Section 35 except the North 12 rods of the East 18 rods of the East 60 acres thereof, Elba Township, T7N, R9E.
 - (c) The NE $\frac{1}{4}$ of Section 3, T6N, R9E, Hadley Township, except the North 20 acres of the West $\frac{1}{2}$ of NE $\frac{1}{4}$.

- (d) The West $\frac{1}{2}$ of the N $\frac{1}{4}$ Section 2, Hadley Township,
T6N, 39E.
- (e) The North 10 acres of the West $\frac{1}{2}$ of the S $\frac{1}{4}$ Section
2, T6N, 39E, Hadley Township.
- (f) The East $\frac{3}{4}$ of the North $\frac{1}{2}$ of Section 2, T6N, 39E,
Hadley Twp., lying North of Farmers Creek Rd., except
beg. at the intersection of the centerlines of said
Farmers Creek Rd. and Wynns Mill Rd; thence Easterly
along Farmers Creek Rd. to the North-South $\frac{1}{4}$ line;
thence North 298 ft., thence westerly parallel to said
Farmers Creek Road to the centerline of Wynns Mill Road,
thence south 298 feet to the place of beg.; also, except
beg. at the intersection of the centerlines of Farmers
Creek Rd. and Mard Rd., thence North $86^{\circ} 29' 10''$ West
1552.22 ft., thence North $0^{\circ} 16' 27''$ East 588 feet;
thence South $86^{\circ} 29' 10''$ East 502.80 feet, thence
North 810 feet, thence East 1045 feet, thence South
1462.17 feet to the place of beginning, all being in
Lapeer County, Michigan.

/s/ JAMES P. CHURCHILL
James P. Churchill, Circuit Judge

Dated: Lapeer, Michigan
APRIL 10 1968.

This certifies that this is a true
copy of the original.
James P. Churchill
Deputy County Clerk

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF LAPEER

IN THE MATTER OF THE DETERMINATION
AND MAINTENANCE OF THE NORMAL HEIGHT
AND LEVEL OF THE WATERS OF LAKE
METAMORA, IN THE TOWNSHIP OF
METAMORA.

1259

JUDGMENT

At a session of said Court held in the Court-
house in the City of Lapeer, County of Lapeer,
Michigan, this 11 day of August, A.D., 1966.

PRESENT: Honorable James P. Churchill
Circuit Judge

The petition for the determination of the normal height and level of the waters of Lake Metamora, Metamora Township, Lapeer County, State of Michigan, and for other relief, having come on to be heard and the Court being fully advised in the premises and having heard and considered all proofs and allegations of all interested parties therein; and having considered and reviewed the description of lands contained within the special assessment district;

and it appearing that 903.23 feet above sea level is the normal height and level of Lake Metamora, Metamora Township, Lapeer County, Michigan, and that said height will provide the most benefit to the public and will best protect the public health, welfare and safety and that said height will best serve to preserve the natural resources of the State of Michigan, and will best protect the values of properties developed around said Metamora Lake;

and it appearing that the special assessment district as established by the Lapeer County Drain Commissioner pursuant to the Resolution of the Lapeer County Board of Supervisors is a fair and equitable determination of the special assessment district;

Therefore, IT IS ORDERED:

1. That the normal height and level of Lake Metamora, Metamora Township, Lapeer County, Michigan, is established at 903.23 feet above sea level;

2. That the lands contained in the special assessment district are as follows, to-wit:

- (a) The South half of Section 6, Town 6 North, Range 10 East, except commencing 25.5 rods South of the West quarter post, thence East 8 rods, thence South to center of creek, thence Westerly in creek to West section line, thence North to beginning

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LIBER 311 PAGE 529-530
LAPPEER COUNTY, MICHIGAN

(b) and commencing at Southwest corner Section 5, thence East 5 rods, thence north along margin of swamp to north line of Southwest Quarter of Southwest Quarter, thence West to section line, thence South to beginning, Section 5, Town 6 North, Range 10 East.

Dated: Lapeer, Michigan
August 22, 1966.

James P. Churchill
James P. Churchill, Circuit Judge

STATE OF MICHIGAN.

COUNTY OF LAPEER,

ss.

I, LYLE F. STEWART, Clerk of the Circuit Court for the

County of Lapeer, the same being a Court of Record and having a seal, do hereby certify that I have compared the annexed copy of Judgment In the Matter of the Determination and Maintenance of the Normal Height and Level of the Waters of Lake Metamora, in the Township of Metamora

with the original record thereof now remaining in my office, and that it is a true and correct transcript therefrom, and of the whole thereof.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at Lapeer, Michigan, this 24th day of August 19 66.

(SEAL)

Lyle F. Stewart

Clerk

By

Mary Ellen Thiel Deputy Clerk

COVER FOLY SHOT & CO. KALAMAZOO, MICH 39001

FILED
COUNTY CLERK'S OFFICE
LAPEER, MICH.

AUG 22 1966

LYLE F. STEWART
BY *M. E. Thiel*
DEPUTY CLERK

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF LAPEER

IN THE MATTER OF THE DETERMINATION, ESTABLISHMENT, AND MAINTENANCE OF
THE NORMAL LEVEL OF WINN LAKE IN THE TOWNSHIP OF LAPEER

Case No: 00-027892-CE(H)

DP

JUDGEMENT

At a session of said Court held in
the County Complex, County of Lapeer
State of Michigan on this 6th day
March, 2000.

PRESENT: HONORABLE NICK O. HOLOWKA
Circuit Judge

FILED
MAR 29 PM 3:06
CLERK OF COURT
LAPEER COUNTY
MICHIGAN

The Petition to determine, establish and maintain Normal levels of Winn Lake having come on to be heard and the Court being fully advised in the premises and having heard and considered all proofs and allegations of all interested parties herein; and having considered and reviewed the description of lands contained within the special assessment district;

The Court finds that an elevation of 836.5 feet is the normal summer level of Winn Lake, to be maintained from May 1 to October 1 each year, an elevation of 835.5 feet is the normal winter level of Winn Lake, Township of Lapeer, Lapeer County Michigan, from October 1 to April 30 each year, and that said levels will provide the most benefit to the public and will best protect the public health, welfare and safety and that said levels will best serve to preserve the natural resources of the State of Michigan, and will best protect the values of properties developed around said Winn Lake;

The Court further finds that the special assessment district as established by the Lapeer County Drain Commissioner pursuant to Resolution of the Lapeer County Board of Commissioners is a fair and equitable determination of the special assessment district.

THEREFORE, IT IS ORDERED:

1. That the normal summer level of Winn Lake is determined to be and shall be established at an elevation of 836.5 feet from May 1 to October 1 each year;

2. That the normal winter level of Winn Lake is determined to be and shall be established at an elevation of 835.5 feet to be maintained from October 1 of each year to April 30 the year following;

3. That a reasonable time of 10 to 20 days should be recognized and provided for to accomplish each seasonal change from winter to summer elevation in the spring and from summer to winter elevation in the fall; and

4. That the lands contained in the special assessment district are as follows, to-wit:

LAPEER TOWNSHIP-T.7N. - R.10E

Section 10

In Winn Lake Subdivision the following parcels of land: lot numbers 1 thru 43 and the following parcels of land surrounding Winn Lake Subdivision: 012-010-026-00, 012-010-027-00, 012-010-028-00, 012-010-029-00, 012-010-030-00 and 012-010-031-00.


Circuit Judge

3/29/2000

(F)

REQUEST FOR ACTION

DATE: March 7, 2024

 X REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Properties Committee

FROM: John Bustle – Director of Building and Grounds/Parks

SUMMARY OF REQUEST / INFORMATION:

Request to approve the sale of 2017 Dodge Charger to Lapeer County Education Technology Center to be used in their Safety Class. Current vehicle is a pool car that will be brought to auction in 2024.

CONTACT PERSON(S): John Bustle, Director of Building & Grounds/Parks

ADDITIONAL INFORMATION: Lapeer County Ed Tech has a public safety program geared toward students interested in law enforcement, firefighting, corrections, EMS, and/or dispatch. The use of the vehicle would help with hands on experience and training in traffic stops, arrest procedures and other emergency services.

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by, _____, supported by, _____, to approve the sale of the 2017 Dodge Charger, general fleet pool vehicle, to Lapeer County Intermediate School District to be used at the Education Technology Center for the Public Safety Careers Program, at a price of \$2,000.00.

ATTACHMENTS YES X NO



Public Safety Careers

Program Description

Public Safety program is for students interested in law enforcement, fire fighting, corrections or 9-1-1 dispatch. Students can be certified in CPR/First Aid, Medical First Responder, Emergency Services Dispatcher, Workplace Safety. Students explore careers in the public safety area through hands-on training, field trips, in-class exercises and job shadowing with local area agencies. This course strives to instill integrity and ethics and challenges students to achieve. It is intended to set a good foundation for those looking to follow a career in public safety and gives them insight into those chosen careers. This program is a good compliment to the Lapeer County Sheriff's Department Explorer Program. Students qualify for up to thirteen college credits at select schools.

Related Professions

- Police Officer
- Fire Fighter
- Corrections Officer
- 911 Dispatcher
- Paramedic
- Security Professional

Lapeer County Education and Technology Center

690 N. Lake Pleasant Rd.
Attica, MI 48412
(810)664-1124
www.lapeerisd.org

The Board of Education does not discriminate on the basis of religion, race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, marital or family status, genetic information, height, weight, military status, ancestry, or any other statutorily protected category ("collectively "Protected Classes") in its programs, activities, or employment. The following individuals have been designated by the Board of Education as the District's Compliance Officers to handle inquiries regarding the District's nondiscrimination, prohibition against discrimination based on disability, and anti-harassment policies: Michelle Proulx, Director of Special Education (student-related) or Ann M. Schwieman, Director of Administrative Services and Personnel (staff-related); 1996 W. Oregon St., Lapeer, MI 48446; Phone: (810) 664-5917

Articulations:

Davenport University (up to 30 credits)

Ferris State University:

CRIM 110-3 credits

Lake Superior State University

CJUS 101-Intro to Criminal Justice -3 Credits

CJUS 110-Intro to Corrections - 3 Credits

EMED 181-First Aid - 1 Credit

FIRE 101-Intro to Fire Science - 3 Credits

EMED 189-Medical First Responder - 3 Credits
(contingent upon passing state MFR exam)

Macomb Community College:

LAWE 1100-Criminal Justice - 3 credits

Mott Community College:

CRJU 151-Intro to Security Admin - 3 credits

St. Clair County Community College:

CJ101-Intro to Criminal Justice - 3 credits

Possible Certifications:

First Aid/CPR Certification

Certified Emergency Dispatcher

Career Safe

Medical First Responder Certification

Program Success Indicators

Academic

- Grade appropriate reading, writing, spelling, and grammar skills
- Grade appropriate math skills
- Strong oral and written communication skills
- Computer literate

Interpersonal

- Strong morals and ethics
- Ability to receive direction and give direction
- Must be a team player
- Ability to accept criticism self evaluate
- Able to function in a high pressure/stressful environment
- Positive attitude/dependable
- Good attendance

Program specific

- Acceptable background and history
- Leader by example
- Sincere interest in public safety
- Willing to adhere to program dress code and wear uniform
- Willing to practice industry-related hygiene and grooming
- Physically able

Instructor:

Matthew Rule

(810)664-1124 ext 4147

mrule@lapeerisd.org

Paraprofessional: Blaine Howell

(F)

REQUEST FOR ACTION

DATE: March 7, 2024

 X REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Properties Committee

FROM: John Bustle – Director of Building and Grounds/Parks

SUMMARY OF REQUEST / INFORMATION:

Request to approve the installation of a pavilion at the Saginaw Street Kayak Launch by the Lapeer Rotary Club.

CONTACT PERSON(S): John Bustle, Director of Building & Grounds/Parks

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by, _____, supported by, _____, 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.

ATTACHMENTS YES_____ NO_____

REQUEST FOR ACTION

DATE: **March 11, 2024**

_____ REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: **COMMITTEE OF THE WHOLE**

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

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, and will pay all utilities. The County's legal counsel, The Kelly Firm, is currently reviewing the agreement, but we would like the Properties Committee to review the parameters of the agreement and let us know if they are acceptable.

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 pay for any utilities; 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, 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. Any rents collected by the City shall 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 rents to be paid and the covenants and agreements to be kept and performed by the Lessee, as herein stipulated and of the rights reserved, 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 Nepeessing 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.

C. Lease Term; Option to Renew. To have and to hold the above described premises with the rights, privileges, easements and appurtenances, thereunto attached and belonging, subject to existing easements and encroachments, if any, unto the Lessee for and during the term of five (5) years unless said term shall sooner be terminated pursuant to the provisions of this Lease or by operation of law; provided that the Lessee is hereby given the option to renew the term of this Lease for additional one (1) year terms following the initial term by giving to the Lessor notice in writing of such election to renew and continue.

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 this property, 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 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 of 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, 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 has the power to terminate this Lease and evict Lessee on the occurrence of a Default. Lessor will exercise this power by the delivery of a notice of termination. The

termination is effective immediately on delivery of the notice to Lessee. If Lessor terminates this Lease, Lessor is entitled to recover all due monetary amounts and other non-monetary amounts suffered as the result of the Default or any breach.

The remedies provided to Lessor under this Lease are cumulative, regarding both other remedies provided by the Lease and any remedies provided by law. 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 leased property or allow any type of mortgage or lien in any way to be upon the property 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 suffer or permit any person to use said leased premises or any building or buildings or other structures, at any time situated upon said 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 and all health, police and other regulations shall in all respects and at all times be fully complied with by Lessee and any third parties permitted to use the premises by Lessee.

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. The Lessee shall keep the Leased Premises clear of snow and debris, as required, in its sole discretion.

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 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. The 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 leased 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 Leased 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.

0. 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. Lessee shall keep the Premises free and clear of all mechanics' liens on account of work done by Lessee or persons claiming under it.
- b. 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.
- c. Any consent required under this Lease shall not be unreasonably withheld, conditioned, or delayed.
- d. 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.
- e. 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.
- f. 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

By: _____
Its: Mayor

By: _____
Its: City Manager

LESSOR - LAPEER COUNTY

By: _____
Its: Chairman

By: _____
Its: Administrator

EXHIBIT A

LEGAL DESCRIPTION

[ADD LEGAL DESCRIPTION]



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.
- E. 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."
- F. 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."