



CITY OF DEWITT

DEWITT CITY HALL · 414 EAST MAIN STREET · DEWITT, MICHIGAN 48820

City Council Meeting
414 East Main Street DeWitt MI
Meeting Agenda
Monday, February 26, 2024
7:00 P.M.

Call to Order City Council Meeting

Pledge of Allegiance

Approval of Agenda

Approval of Minutes February 12, 2024 City Council Minutes

Public Comments The public is encouraged to address the City Council at this time. Generally, citizens are not recognized to speak at any other time during the meeting. Unless granted additional time by the Mayor, each member of the public is limited to three (3) minutes.

City Administrators Report

Old Business None

New Business

1. Police Department Patrol Car Purchase

RECOMMENDED ACTION: To authorize the purchase of a 2024 Ford F-150 Police package from Lunghamer Ford of Owosso, MI in the amount of \$50,723.00 and the up-fitting charge with Pro Comm in the amount of \$15,885 for a total amount of \$66,608.00 and authorize a budget amendment in Motor Pool to cover the difference of \$21,608.00.

2. Spicer Group Proposal – Playground Equipment Replacement

RECOMMENDED ACTION: To approve the Spicer Group Proposal for McGuire Park LWCF Grant in an amount not-to-exceed \$60,100.00 and authorize the Mayor and City Clerk to sign on behalf of the City of DeWitt.

3. Extension of City Attorney Contract

RECOMMENDED ACTION: To approve a four-year (4) extension of Municipal Attorney Services Agreement between the City of DeWitt and Brian Goodenough, Foster Swift, and authorize the Mayor and Clerk to sign the Agreement on behalf of the City.

4. Election Inspector Compensation

RECOMMENDED ACTION: To approve Election Inspector Pay Schedule, effective for the 2024 election cycle, as follows: Chair and Co-Chair hourly rate at \$18.00 per hour and Election Inspector hourly rate of \$15.00 per hour.

5. Fire Authority Professional Services Agreement

RECOMMENDED ACTION: Discussion

Council/Staff Reports

Adjournment

Official minutes of the Council Meetings are available for public inspection at the Clerk's Office, 414 East Main Street, DeWitt, Michigan 48820. The City of DeWitt will provide to individuals with disabilities, reasonable auxiliary aids and services which are needed to fully participate in any meeting provided a 72-hour notice is received by phone or in writing. Contact the City Clerk at 414 East Main Street, DeWitt, Michigan 48820, or by calling (517) 669-2441. POSTED: February 22, 2024.

CALL TO ORDER CITY COUNCIL:

The Regular City Council Meeting was called to order at 7:00 p.m. Mayor Leeming led the pledge of allegiance.

ROLL CALL:

Members Present: Councilmembers: Donohue, Kellogg, Ostrander, VanDyke, Whitman, Mayor Pro-Tem Hunsaker, and Mayor Leeming

Excused: None

STAFF:

Daniel Coss, City Administrator; Sarah Stoltzfus, City Clerk-Treasurer; Bruce Ferguson, Chief of Police; Brian Goodenough, Foster Swift.

AUDIENCE:

Floyd Lenneman, 403 Snapdragon Ln., DeWitt, MI 48820
Joe Costigan, 608 Senna Trail, DeWitt, MI 48820
Dave Ladd, 216 Brookstone Circle, DeWitt, MI 48820
Sheryl Landgraf, 110 N. Market St., DeWitt, MI 4820
Stella Gallagher, 110 N. Logan St. DeWitt 48820

AGENDA:

Motion by VanDyke, seconded by Kellogg and carried by unanimous vote of the Council that **the agenda be approved as presented.**

APPROVAL OF MINUTES:

Motion by Ostrander, seconded by VanDyke and carried by unanimous vote of the Council **to approve the minutes from the January 22, 2024, Regular City Council Meeting as presented, with a correction showing that Whitman seconded the adjournment.**

PUBLIC COMMENT:

None

OLD BUSINESS:

None

CITY ADMINISTRATOR'S REPORT:

Administrator Coss went over the City Administrator's report that was provided to the council in the agenda packet.

NEW BUSINESS:

1. McGuire Park Playground Equipment and Installation Proposal

Administrator Coss reviewed the playground upgrades that will be happening at McGuire Park and shared videos/ pictures of how it will look when assembled. Floyd Lenneman expressed his excitement for the project and reiterated the success of the other two parks that have been renovated. Joe Costigan expressed his gratitude to the Mayor and City Council for making this renovation a possibility. Dave Ladd also shared his excitement for the potential economic success of the city.

Motion by Donohue, seconded by VanDyke and carried by unanimous vote of the Council **to authorize the purchase and installation of playground equipment from PENCHURA for McGuire Park in an amount of \$305,042.00, which includes a 5-percent contingency, and authorize the Mayor and City Clerk to sign the final contract, contingent on City Attorney review.**

2. Consumers Energy Invoice- Relocation of Overhead Utilities

The invoices were recently received for the relocation project of overhead utility lines on South Bridge Street, which was approved in July of 2020.

Motion by VanDyke, seconded Kellogg and carried by unanimous vote of the Council **to approve the Consumers Energy invoices dated February 6, 2024, in an amount of \$46,606.90 for relocation of overhead utility lines on South Bridge Street.**

COUNCIL STAFF REPORTS:

City Attorney: Nothing to report, but did share that Foster Swift is happy to be a primary sponsor for the Cabin Fever Reliever in March.

City Clerk-Treasurer: Absentee ballots are steadily being returned. Almost 650 have been sent out and about 46% have been returned.

DARA: Stella Gallagher gave updates on the policy manual and job description process that they've been working on.

Mayor Leeming /DDA/Ox Roast: Sheryl Landgraf, chair of the Leadership Committee, reported on the Ox Roast. She was happy to report that they are booking vendors and have made remarkable progress. There will be a carnival, music, food trucks, and an art festival, and more ideas are in the works. The committees are looking into sponsorships, as well. The Cabin Fever Reliever is fast approaching and will be held on Saturday, March 2nd from 4-8 pm.

DAESA: There has been a refreshing new committee change. Councilmember Hunsaker expressed his appreciation for Sheryl Landgraf and her hard work on the budget.

Planning: They met on January 25th and discussed the importance of addressing the parking ordinance. Officer nominations for the Planning Commission were held.

Parks: Next meeting is Wednesday, February 14th.

Police Chief: Discussed an incident involving mail theft in multiple jurisdictions. He also gave updates on the new legislation pertaining to firearms.

ADJOURNMENT:

Motion by VanDyke, seconded by Whitman and carried by unanimous vote of the Council that **the meeting is adjourned at 8:25 p.m.**

Respectfully submitted,

Sarah Stoltzfus
City Clerk-Treasurer

Sue Leeming
Mayor

CABIN FEVER RELIEVER

DDA’s Cabin Fever Reliever will be held on Saturday, March 2 from 4-8 pm. They have recruited 18 breweries, wineries, cideries, and distilleries for the event. There will be three different food trucks and STARFARM will be providing the music. The DDA still needs a couple of volunteers for the Admissions area of the event. Volunteers do get into the event for free after their shift is complete. Shifts vary from 60-90 minutes.

UPCOMING MDOT CONSTRUCTION – LANSING REGION

There are a couple of MDOT projects that City Council may want to be aware of in the Lansing region. Construction will be starting sometime in March 2024, on 127 from the 496 interchanges to Dunkel/Jolly Road exit. This is a major reconstruction, with some redesign of the ramps along that stretch. Construction is expected to take two years. MDOT is starting design on 127, from 69 to 496, with construction expected to start in 2026.

CITY HALL PARKING LOT LIGHT REPLACEMENT

All of the parking lot lights at City Hall will be replaced over the next several weeks. The replacements are being covered under warranty and are at no cost to the city. Five (5) lights are not working due to a defect. At this point, the other lights are still functioning, but the contractor that installed them, Town & Country, believes it is just a matter of time before they fail, so they are going to replace all of them.

MIKE MYSZAK RETIREMENT

Mike Myszak, DPS Operator, will be retiring on March 31, 2024. His last official day will be Thursday, March 28, 2024. Mike was hired at the DPS as a part-time seasonal worker for a few months and was brought on full-time on March 29, 1997. Mike will have completed 27 years of service when he retires. Mike has been a valuable employee for the city, having worked nearly every job at the DPS with a high level of proficiency. Mike’s knowledge, dedication, and temperament will be missed. A retirement party is scheduled at City Hall for Thursday, March 14 from noon to 1:30.

General Information Packet

- Huntington Weekly Market Commentary
- Huntington Review and Outlook
- MDOT December Report
- General Ledger Report 01/19 - 02/22
- InvoiceCloud Activity Report
- Chamber News

February	
29 – Thursday	Last Day to Pay 2022 Summer/Winter Taxes at City Hall
March	
2 – Saturday	Cabin Fever Reliever

City Administrator Report February 26, 2024

4 – Monday	Finance Committee Meeting – 5-Year Budget
11 – Monday	City Council Meeting
12 – Tuesday	Downtown Development Authority Meeting
29 – Friday	Good Friday – City Hall Closed

Staff Report for Council Agenda Item

Agenda Item: NB #1
Meeting Date: February 26, 2024

TO: Mayor Leeming and Council Members
FROM: Bruce Ferguson, City Administrator
DATE: February 22, 2024
SUBJECT: Police Department Patrol Vehicle Purchase

FACTS: In the FY 2023-2024 budget, \$45,000 has been allocated for the purchase of a new police vehicle. Attached is the Statement of Vehicle Sale for the purchase of a silver 2024 Ford F-150 pickup vehicle with the Police Package from Langhammer Ford and the upfitting proposal from Pro Comm. The vehicle statement is based on the State of Michigan bid. The City’s bidding requirements are satisfied, as that was an open bid process.

Total Purchase Price.....\$ 50,723.00
Up fitting\$ 15,885.00
Total.....\$ 66,608.00

Thus far, the Ford Explorer Police Vehicles have proven to be extremely dependable in all driving conditions. The life expectancy will save future costs for both repair and replacement.

RECOMMENDED ACTION: To authorize the purchase of a 2024 Ford F-150 Police package from Lunghamer Ford of Owosso, MI in the amount of \$50,723.00 and the up-fitting charge with Pro Comm in the amount of \$15,885.00, for a total amount of \$66,608.00 and authorize a budget amendment in Motor Pool to cover the difference of \$21,608.00.

MOTION BY: _____ SECONDED BY: _____

ROLL CALL VOTE: Ostrander _____ VanDyke _____
Donohue _____ Kellogg _____
Hunsaker _____ Whitman _____

Staff Report for Council Agenda Item

DATE: February 20, 2024
TO: Mayor Leeming and Council Members
FROM: Bruce Ferguson, Chief of Police
RE: Request Permission to purchase a new Police Vehicle

Background/Information

In the FY 2023-2024 budget, \$45,000 has been allocated for the purchase of a new Police Vehicle. I have attached the Statement of Vehicle Sale for the purchase of a silver 2024 Ford F-150 Pickup vehicle with the Police Package from Langhammer Ford. This statement is based on the State of Michigan bid. The City’s bidding requirements are satisfied, as that was an open bid process.

Total Purchase Price.....\$ 50,723.00
Up fitting\$ 16,000.00
Total.....\$ 66,723.00

RECOMMENDATION:

Thus far, the Ford Explorer Police Vehicles have proven to be extremely dependable in all driving conditions. The life expectancy will save future costs for both repair and replacement. I would respectfully request permission to proceed with the purchase of a 2024 Ford Explorer for FY 2023-2024, as planned within the Equipment Fund Budget.

MOTION BY: _____ SECONDED BY: _____

ROLL CALL VOTE: Hunsaker _____ Ostrander _____
VanDyke _____ Kellog _____
Donahue _____ Whitman _____



January 19, 2024

City of Dewitt
Attn: Chief Bruce Ferguson
414 E. Main St.
Dewitt, MI 48820

Dear Chief Bruce Ferguson:

Price on 2024 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

2024 Ford F150 Super Crew 4x4 Police Responder Pickup **\$50,723.00 ea**

Service Contract: 36,000 miles or 36 months factory bumper to bumper warranty and 100,000 miles or 60 months powertrain warranty.

Delivery date: Approximately 90-120 Days A.R.O.

Order Cutoff Date: TBD.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. An \$8.00 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).
If you have any questions please call me, 888-92-Fleet (888-923-5338).

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales



Two-way Radio Communications · Emergency Vehicle Solutions

Mt. Pleasant 989-772-3751 · Flint Twp. 810-659-5000

Estimate

Date	Est. #
2/9/2024	23527

Name / Address
CITY OF DEWITT POLICE DEPARTMENT 414 EAST MAIN STREET DEWITT, MI 48820

Ship To

Purchase Order No.	Terms
	Net 15

Qty	Description	Cost	Total
	2024 FORD F150		
	FRONT OF FORD		
1	HEADLIGHT FLASHER	85.00	85.00
1	SETINA PB450LR2 ION 21+ FORD F150	535.00	535.00
1	WHELEN ION SURFACE MOUNT LED-BLUE	145.00	145.00
1	WHELEN ION SURFACE MOUNT LED-RED	145.00	145.00
2	WHELEN ION T SERIES DUO R/B	165.00	330.00
1	WHELEN SIREN SPEAKER-BLACK PLASTIC	50.00	50.00
	PROMO		
1	UNIVERSAL "L" BRACKET	0.00	0.00
	INTERIOR OF FORD		
1	REUSE RADIO	0.00	0.00
1	REUSE RADAR	0.00	0.00
1	CENCOM CORE	895.00	895.00
	PROMO		
1	WHELEN CCTL7 CONTROL HEAD	0.00	0.00
1	REUSE DOCKING STATION FROM TAHOE	0.00	0.00
1	HAVIS 11" SLIDE OUT LOCKING ARM ADAPTER	325.00	325.00
1	HAVIS 8.5" HEAVY DUTY TELESCOPING POLE	225.00	225.00
1	2021+ FORD F150 CONSOLE	425.00	425.00

Estimate is only valid for 30 days from date of issue
Please note that all freight costs are estimated unless
otherwise noted and will be billed at current rates.

Customer Signature _____ Date _____

Subtotal
Sales Tax (6.0%)
Total



Two-way Radio Communications · Emergency Vehicle Solutions
 Mt. Pleasant 989-772-3751 · Flint Twp. 810-659-5000

Estimate

Date	Est. #
2/9/2024	23527

Name / Address
CITY OF DEWITT POLICE DEPARTMENT 414 EAST MAIN STREET DEWITT, MI 48820

Ship To

Purchase Order No.	Terms
	Net 15

Qty	Description	Cost	Total
1	12 VOLT POWER OUTLETS FOR CENTER CONSOLE	35.00	35.00
1	DUAL CUP HOLDER FOR CENTER CONSOLE	35.00	35.00
1	CA-0115 SERIES TILT/SWIVEL ARMREST	125.00	125.00
1	REUSE GUN LOCK	0.00	0.00
1	SETINA FRONT RECESSED PANEL PARTITION F150	975.00	975.00
1	ELECTRONICS STORAGE (F150)	495.00	495.00
1	POWER DISTRIBUTION KIT	265.00	265.00
1	RED/WHITE DOME LIGHT	125.00	125.00
1	WHELEN 3" ROUND SPLIT RED/WHITE COMPARTMENT LIGHT	95.00	95.00
2	WHELEN ION T SERIES DUO R/B	165.00	330.00
1	WHELEN ION SURFACE MOUNT LED-BLUE	145.00	145.00
1	WHELEN ION SURFACE MOUNT LED-RED	145.00	145.00
2	WHELEN ION T SERIES UNIVERSAL MOUNT	15.00	30.00
1	80 AMP CIRCUIT BREAKER W/ MANUAL PUSH TRIP	65.00	65.00
SIDE/ROOF/REAR EXTERIOR			
1	WHELEN WECANX 9SX 54" DUO	1,950.00	1,950.00
1	WHELEN UNDER MIRROR LIGHT-BLUE	245.00	245.00
1	WHELEN UNDER MIRROR LIGHT-RED	245.00	245.00
1	WHELEN UNDER-MIRROR BRACKET FOR F150	30.00	30.00

Estimate is only valid for 30 days from date of issue
 Please note that all freight costs are estimated unless otherwise noted and will be billed at current rates.

Customer Signature _____ Date _____

Subtotal
Sales Tax (6.0%)
Total



Two-way Radio Communications · Emergency Vehicle Solutions
 Mt. Pleasant 989-772-3751 · Flint Twp. 810-659-5000

Estimate

Date	Est. #
2/9/2024	23527

Name / Address
CITY OF DEWITT POLICE DEPARTMENT 414 EAST MAIN STREET DEWITT, MI 48820

Ship To

Purchase Order No.	Terms
	Net 15

Qty	Description	Cost	Total
1	WHELEN ION T SERIES BLUE	135.00	135.00
1	WHELEN ION T-SERIES (RED) SURFACE MOUNT	135.00	135.00
1	REUSE RADIO ANTENNA	0.00	0.00
1	PANORAMA MULTIFUNCTION MiMo ANTENNA (2 CELL/2 WIFI/1 GPS)	285.00	285.00
1	DECKED FORD CREW STORAGE UNIT	1,750.00	1,750.00
1	HARD FOLDING TONNEAU	975.00	975.00
	LABOR, SHIPPING & MISC. SHOP SUPPLIES		
1	MISC SHOP WIRE, CONNECTORS & FUSES	250.00	250.00
1	WIRE HARNESS TO CUSTOMER SPEC	75.00	75.00
1	MAXRAD CABLE 17FT TERMINATED, NO CONNECTOR	35.00	35.00
1	REUSE MODEM/MODEM ANTENNA FROM TEARDOWN	0.00	0.00
1	PARTIAL TEARDOWN OF TAHOE	450.00	450.00
1	INSTALLATION LABOR	2,350.00	2,350.00
1	SHIPPING	950.00	950.00

Estimate is only valid for 30 days from date of issue
 Please note that all freight costs are estimated unless
 otherwise noted and will be billed at current rates.

Subtotal	\$15,885.00
Sales Tax (6.0%)	\$0.00
Total	\$15,885.00

Customer Signature _____ Date _____

Staff Report for Council Agenda Item

Agenda Item: NB #2
Meeting Date: February 26, 2024

TO: Mayor Leeming and Council Members
FROM: Dan Coss, City Administrator
DATE: February 22, 2024
RE: Spicer Group Proposal – Playground Equipment Replacement

FACTS: Attached is the proposal from Spicer Group to complete plans, specifications, grant administration and bidding documents for McGuire Park LWCF grant. In addition, attached is the LWCF grant proposal cost breakdown.

The proposal amount of \$60,100 matches the amount submitted in the LWCF grant application. The grant will cover 50% of the engineering cost (\$60,100) minus the Permit Fees of \$7,500.00, which equals \$52,600.00. The city will be reimbursed \$26,300.00 through the grant for engineering/design fees.

RECOMMENDED ACTION: To approve the Spicer Group Proposal for McGuire Park LWCF Grant in an amount not-to-exceed \$60,100.00 and authorize the Mayor and City Clerk to sign on behalf of the City of DeWitt.

MOTION BY: _____ SECONDED BY: _____

ROLL CALL VOTE:	Ostrander _____	VanDyke _____
	Donohue _____	Kellogg _____
	Hunsaker _____	Whitman _____

Section C2: Project Details

Instructions:

1. All required fields are marked with an *.
2. Click the + button to add new rows.
3. Click **Save** to save changes and generate calculations.
4. See the Land and Water Conservation Fund Application Guidelines [here](#) for guidance.

*Age of Park 62
Years

*Acres 7.72

*Applicant's current control of the site:

Fee Simple

Road or Utility Easement (entrance only)

Project Cost Estimate Table

List the specific development scope items (Select from dropdown list). Do not include ineligible items such as engineering costs beyond 20% of the subtotal and contingencies. NOTE: ALL OVERHEAD UTILITY LINES MUST BE BURIED.

<u>SCOPE ITEM</u>	<u>DNR ONLY ACCESSIBILITY GUIDELINES</u>	<u>QUANTITY</u>	<u>TOTAL ESTIMATED COST</u>
Pickelball Court		4	\$129,200.00
Access Pathway 5' - 6' wide		1	\$25,200.00
Trail 5' - 8' wide		1	\$22,700.00
Fence		1	\$20,500.00
Exercise Station(s)		3	\$41,600.00
Bench(es)		2	\$5,100.00
Trash Bin(s)		1	\$2,100.00
Landscaping		1	\$8,600.00

(New rows will appear as rows are completed and Saved)

Other:			\$
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Do not list the aspects of project execution, such as labor, construction equipment, contingency, site work, grading, or raw materials.

(New rows will appear as rows are completed and Saved)

	Permit Fees	\$7,500.00
	LWCF Sign	\$500.00
	Pre-Award Expenses	
Project permitting, plan designs, SHPO and Environmental Consultation		\$
	Subtotal	\$263,000.00
	Engineering <i>(These fees may not exceed 20% of subtotal)</i>	\$52,600.00
Total Estimated Cost <i>(Must equal Total Project Cost amount on Section B page.)</i>		\$315,600.00

February 20, 2024

Daniel Coss, City Administrator
City of DeWitt
414 E. Main Street
DeWitt, MI 48820

RE: McGuire Park Improvements
City of DeWitt, Clinton County, MI
Letter Agreement for Professional Services

Dear Dan:

We are very pleased your project has been awarded a DNR Land and Water Conservation Fund (LWCF) grant. We look forward to the opportunity to work with the City for McGuire Park Improvements. We have developed our proposal to furnish professional services regarding your project.

Project Background

The City is planning on making improvements to McGuire Park located in the City of Dewitt. The City was awarded a 2023 DNR Land and Water Conservation Fund Grant for \$157,800 with a City local match of \$157,800 to make these improvements. The improvements included in the grant application are listed as follows:

- Pickleball Courts with perimeter fencing & gates
- Access Pathways
- Grass Paver Trail to the river's edge
- Fitness Stations (3)
- Site Amenities will include a benches and trash receptacle
- Landscaping

Scope of Professional Services

Spicer's proposed services follow:

1. GRANT ADMINISTRATION

Grant Administration tasks will be required throughout the project period. It is our understanding the City will be responsible for these tasks, however there may be some assistance required from Spicer Group, Inc. Our assistance will include:

- A. Assistance with executing DNR Project Agreement.
- B. Submission of Plans and Specifications to DNR with Professional Services Certification, itemized project cost estimate, and implementation schedule.
- C. Assistance with Contractor/Vendor Selection process with the DNR.
- D. Assistance with any special requests to DNR such as significant changes to the project or extensions to the project period.
- E. Assist the City with reimbursement requests.

2. TOPOGRAPHICAL SURVEY

This phase of the project will gather data needed to properly design the project and will include the following tasks:

- A. Research existing area for existing plans, control points, benchmarks, survey notes, intersection, right of way information and other pertinent information including water elevations, river bottom, and ordinary high water mark.
- B. Setup necessary data for field crews to perform data collection.
- C. Establish control in the form of NAD83 State Plane Coordinates (horizontal) and NAVD29 datum (vertical) using GPS.
- D. Process all GPS and topographic data into a base drawing to be used for the design.

3. DESIGN PHASE

During the design phase we will develop plans and specifications for the park improvements. More specifically, we will:

- A. Meet with the City to kick-off the project.
- B. Design the dimensional layout requirements of the new improvements.
- C. Determine the grading and drainage requirements for the improvements. The grading will include a bio-swale with native seeding.
- D. Develop a Soil Erosion and Sedimentation Control Plan meeting the requirements of the County, if required.
- E. Update the preliminary estimate of cost for the proposed improvements.
- F. Prepare specifications and bid documents for the project.
- G. Seek feedback from the City at approximately 50% and 90% completion to review the project.
- H. Incorporate your feedback and review comments into the project.
- I. Submit a final set of plans, bidding documents and preliminary estimate of cost to the City.

4. BIDDING PHASE

During the bidding phase we will assist you with the bidding process including:

- A. Produce sets of plans and bidding documents for distribution. We will distribute plans through our website electronically and will provide paper copies as needed.
- B. Maintain the plan holders list.
- C. Prepare the advertisement to place in the newspaper.
- D. Answer any questions from contractors preparing their bids.
- E. Issue addenda if required.
- F. Open bids with you.

5. CONSTRUCTION ADMINISTRATION

During the Construction Administration phase, we will assist you with the following tasks:

- A. Prepare a tabulation of the bids received and prepare a letter of recommendation of award to the City.
- B. Prepare contracts and circulate for signatures.
- C. Make site visits to observe the construction progress, approximately one visit per week.
- D. Prepare the progress payments and any change orders necessary for the project.
- E. Attend a final walk through of the project and develop the final construction punch list.

F. Review contract closeout.

Please note that construction staking and material testing will be included as line items in the construction contract and therefore are not included in this letter agreement.

6. MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES & ENERGY AND US ARMY CORP OF ENGINEERS PERMITTING

We will prepare and assist in submitting for the EGLE/USACE Joint Permit which includes the following tasks:

- A. Visit the site to obtain field measurements, elevations, and site photos.
- B. Prepare plans for use in submission of the EGLE/USACE Joint Permit Application.
- C. Prepare volume calculations as needed to submit for the EGLE/USACE Joint Permit Application.
- D. Prepare and submit the Joint Permit Application in MiWaters.
- E. Coordinate with review agencies to ensure a complete permit application has been received.
- F. Respond to EGLE comments, as needed once the application has been reviewed.

Services Not Included

The following services are not included in this proposal, however, may be necessary to complete. If we find this to be the case, we will notify you, discuss it and seek your approval prior to commencing the work.

- A. **Wetland Delineation:** We have not included these services at this time. If it is determined that wetlands are present at the site that will be disturbed by the project, this may be required by EGLE, and we can determine a cost for these services at that time.
- B. **HEC-RAS Modeling:** At this time, we have not included this service as it may not be required. Through the EGLE permitting process, the EGLE may require a HEC-RAS model to show how the improvements will affect the river flow.
- C. **Geotechnical Investigations:** Soil borings are not included in this proposal. If the scope of this work changes, we will discuss and seek approval for this work prior to commencing the work.
- D. **Permit Fees:** Permit fees are not included in this proposal. Any permit fees would be paid by the City.

Additional Services

Additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

Fee Schedule

Our proposed fee schedule follows **it is the same amount as submitted with the grant (see attached)**. We will submit monthly invoices to you for services furnished and for any reimbursable expenses. The fee for the Grant Administration, Design, Bidding, and Survey Phases is a lump sum. So, the invoices will be based on our estimate of the proportion of total services completed at the time of billing. The fee for the Construction Administration and EGLE/USACE Permitting Phase is an estimated hourly fee, and the invoices will be based on the current standard hourly rates of our personnel assigned to this project and applied to the time they spend on it.

The fees below reflect the costs for these services shown in our original cost estimates submitted with the DNR grant application (see attached estimate). Our proposed fee shall be as follows:

1. **Grant Administration:** A lump sum amount of **\$3,500**
2. **Topographical Survey:** A lump sum amount of **\$8,500**
3. **Design:** A lump sum amount of **\$24,100**
4. **Bidding:** A lump sum amount of **\$4,500**
5. **Construction Administration:** An estimated hourly amount of **\$12,000**
(assumes a 16 -week construction period with an approximate average of 5 hours spent on the project each week for approximately 80 hours)
6. **MDEGLE/USACE Joint Permit Application:** An estimated hourly amount of **\$7,500**

Please note that the sum of the costs listed above equals the **\$60,100** engineering fee that is allowed by the grant, and the permitting fees.

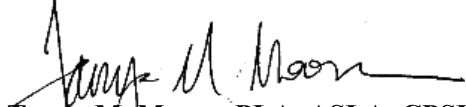
We have calculated these fees based on our understanding of what you want us to do and what you have told us. We have enclosed the preliminary estimate of cost and the concept plan for our review.


Attached to this letter is a copy of our general conditions for our services which are part of this agreement. Any changes to this agreement must be agreed to by both.

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return the enclosed copy to us.

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,


Tanya M. Moore, PLA, ASLA, CPSI
Landscape Architect/Project Manager


Cynthia A. Todd, PLA
Director of Planning

SPICER GROUP, INC.
230 S. Washington Avenue
Saginaw, MI 48607
(989) 754-4717
tanyam@spicergroup.com

Above proposal accepted and approved by Owner.

CITY OF DEWITT

By: _____
Authorized Signature

Printed Name

Title

Date: _____

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

2.7 Delivery and Use of Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

2.8 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

SECTION 3

3.1 Design Without Construction Administration. Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

3.2 Record Drawings. If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

3.3 Certifications, Guarantees and Warranties. The PROFESSIONAL shall not be required to sign any documents, no matter by whom requested, that would result in the PROFESSIONAL's having to certify, guarantee or warrant the existence of conditions whose existence the PROFESSIONAL cannot ascertain. The OWNER also agrees not to make resolution of any dispute with the PROFESSIONAL or payment of any amount due to the PROFESSIONAL in any way contingent upon the PROFESSIONAL's signing any such certification.

3.4 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.5 Code Compliance. The PROFESSIONAL shall put forth reasonable professional effort to comply with applicable laws, codes and regulations in effect as of the date of (submission to building authorities). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the PROFESSIONAL to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

3.6 **Construction Observation.** The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

3.7 **Jobsite Safety.** Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the

PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.8 **Lenders' Requirements.** The PROFESSIONAL shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgement of the PROFESSIONAL, increase the PROFESSIONAL's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

3.9 **Construction Layout.** If requested by the Owner, or other authorized party, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL, only at the Contractor's direction. The cost for resetting the stakes shall be borne by the Contractor and shall be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL from monies due the Contractor from the construction contract. The Owner acknowledges and agrees that these staking requirements and the procedures and payments for restaking described in this section shall be stipulated in the General Conditions of the construction contract.

3.10 **Right of Entry.** OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

3.11 **Buried Utilities.** OWNER will furnish to PROFESSIONAL information identifying the type and location of utility lines and other man-made objects beneath the site's surface. PROFESSIONAL will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface furnish to OWNER a plan indicating the locations intended for these penetrations with respect to what PROFESSIONAL has been told are the locations of utilities and other man-made objects beneath the site's surface. OWNER will approve the location of these penetrations prior to their being made and OWNER will authorize PROFESSIONAL to proceed.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.

Staff Report for Council Agenda Item

Agenda Item: NB #3
Meeting Date: February 26, 2024

TO: Mayor Leeming and Council Members
FROM: Dan Coss, City Administrator
DATE: February 22, 2024
RE: Extension of City Attorney Contract

FACTS: The agreement for legal services with Brian Goodenough, Foster Swift, is due for renewal. Attached for your review is a four-year (4) extension with Foster Swift and Brian Goodenough as City Attorney.

The agreement would provide for a rate increase from \$190.00 per hour to \$220.00 per hour for 2024-2025 and \$230.00 per hour for 2026 until expiration in February 2028.

The current rate of \$190 per hour has been in place since 2020. The rates would be locked for the entirety of the four-year (4) extension expiring on February 26, 2028.

RECOMMENDED ACTION: To approve a four-year (4) extension of Municipal Attorney Services Agreement between the City of DeWitt and Brian Goodenough, Foster Swift, and authorize the Mayor and Clerk to sign the Agreement on behalf of the City.

MOTION BY: _____ SECONDED BY: _____

ROLL CALL VOTE: Ostrander _____ VanDyke _____
Donohue _____ Kellogg _____
Hunsaker _____ Whitman _____

FOURTH AMENDMENT TO MUNICIPAL ATTORNEY SERVICES AGREEMENT

THIS FOURTH AMENDMENT to Municipal Attorney Services Agreement is effective as of February 26, 2024 by and between the CITY OF DEWITT, a Michigan municipal corporation, of 414 E. Main St., DeWitt, MI 48820 (the "City"), and FOSTER SWIFT COLLINS & SMITH PC, a Michigan professional corporation, of 313 S. Washington Sq., Lansing MI 48933 (the "Law Firm").

RECITALS

WHEREAS, the City and the Law Firm are parties to a certain Municipal Attorney Services Agreement (the "Agreement") that initially expired on June 30, 2016; and

WHEREAS, The City and the Law Firm have entered into various Amendments extending services over the last several years; and

WHEREAS, the City and the Law Firm wish to extend the term of the existing Agreement for an additional four (4) years from the date of this Fourth Amendment ("Agreement years"); and

NOW, THEREFORE, the City and the Law Firm agree as follows:

PROVISIONS

1. Paragraph 6 of the Agreement is amended to provide that the compensation for legal services performed by the City Attorney shall be paid at the rate of Two Hundred Twenty Dollars (\$220) per hour for Agreement years 2024 and 2025, with time accounting to the tenth (1/10) of an hour. The hourly rate will increase to Two Hundred Thirty Dollars (\$230) per hour for Agreement years 2026 and 2027. The City Attorney shall render monthly statements at the close of each calendar month, prior to the next regular City Council meeting, reflecting all legal services performed during that month. Fee statements shall be submitted to the City Administrator for review.

2. Paragraph 11 of the Agreement is amended to provide that the term of the Agreement is extended to and shall expire on February 26, 2028.

3. All other terms and provisions of the Agreement remain in full force and effect during the extended term.

Dated this _____ day of February, 2024.

CITY OF DEWITT

FOSTER SWIFT COLLINS & SMITH, PC

Sue Leeming, Mayor

By: Brian G. Goodenough
Its: Shareholder

Sarah Stoltzfus, Clerk/Treasurer

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Staff Report for Council Agenda Item

Agenda Item: NB #4
Meeting Date: February 26, 2024

TO: Mayor Leeming and Council Members
FROM: Sarah Stoltzfus, City Clerk-Treasurer
DATE: February 22, 2024
RE: Election Inspector Pay Schedule

FACTS: The City Charter Article 5, Section 5.8 states...” compensation of election inspectors shall be determined by the council in advance of their appointment”.

Many of the election inspectors are returning members of the team, but there have been a few new inspectors added for the upcoming elections.

The recommended compensation for all Election Inspectors is:

- Chair - \$18.00/hr
- Co-Chair - \$18.00/hr
- Election Inspectors - \$15.00/hr

The City of DeWitt and DeWitt Charter Township have agreed to keep Election Inspector compensation uniform across both municipalities in an attempt to eliminate inspectors from going between the municipalities based on wages alone.

RECOMMENDED ACTION: To approve Election Inspector Pay Schedule, effective for the 2024 election cycle, as follows: Chair and Co-Chair hourly rate at \$18.00 per hour and Election Inspector hourly rate of \$15.00 per hour.

MOTION BY: _____ SECONDED BY: _____

ROLL CALL VOTE:	Ostrander _____	VanDyke _____
	Donohue _____	Kellogg _____
	Hunsaker _____	Whitman _____

Staff Report for Council Agenda Item

Agenda Item: NB #5
Meeting Date: February 26, 2024

TO: Mayor Leeming and Council Members
FROM: Dan Coss, City Administrator
DATE: February 22, 2024
RE: Professional Services Agreement with DAESA

FACTS: The City and Fire Authority have had a Professional Services Agreement in place for Financial Services, which includes payroll, monthly financial reports, banking, etc... for several years. In addition, the city coordinates ordering office supplies, and minor repairs of fire authority vehicles.

The current agreement expires on June 30, 2024. I have attached the agreement for City Council's review.

Mayor Leeming and Mayor Pro-Tem Hunsaker (city rep on DAESA) will provide some commentary on the agreement and a termination clause that exists within the agreement (Section 6 on Page 3).

RECOMMENDED ACTION: Discussion

MOTION BY: _____ SECONDED BY: _____

ROLL CALL VOTE: Ostrander _____ VanDyke _____
Donohue _____ Kellogg _____
Hunsaker _____ Whitman _____

PROFESSIONAL SERVICES AGREEMENT
Between the
CITY OF DEWITT
And
DEWITT AREA EMERGENCY SERVICES AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made as of December 17, 2001 between the CITY OF DEWITT, a Michigan municipal corporation, the principal location of which is 414 East Main Street, DeWitt, Michigan 48820 (the "City") and the DEWITT AREA EMERGENCY SERVICES AUTHORITY, a Michigan public body corporate, the principal location of which is 911 West Main Street, DeWitt, Michigan 48820, and the mailing address of which is in care of the City of DeWitt, 414 East Main Street, DeWitt, Michigan 48820 (the "Authority").

RECITALS

- a. Olive Township and Riley Township (collectively known as the "Townships") and the City of DeWitt have entered into an interlocal agreement in accordance with the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan of 1967, Ex. Sess., as amended, to establish the Authority to provide fire protection and emergency medical support to the City and Townships.
- b. The City and the Townships agree that the Authority shall contract with the City to provide certain professional services to the Authority.
- c. The City and the Authority desire to enter into a written professional services agreement describing the types of professional services, and the cost of the services, the City will provide to the Authority.
- d. The City is interested in and capable of performing the described professional services for the Authority.

AGREEMENT

NOW, THEREFORE, in consideration of the following, the parties agree as follows;

Section 1. Term. The term of this agreement is from July 1, 2023 through June 30, 2024.

Section 2. Services. Services to be rendered under this Agreement include financial services.

A. Financial Services. The City agrees to provide the following services to the Authority.

1. Completing Monthly Payroll for Department Members: Upon being provided an approved payroll log from the Fire Chief, the City will process

the monthly payroll. This will involve preparing payroll via direct deposit. The City will email pay stubs to fire department personnel. Processing payroll will also involve making the 941 Deposits (Social Security, Medicare, Federal Income Tax Withholdings) and handling and paying State of Michigan Withholdings.

The City will also process the Quarterly 941 Reports, Quarterly Workers' Compensation Reports, and Quarterly Unemployment Compensation Reports.

2. Monthly Financial Reports: The City will keep a record of the financial activities of the Authority and prepare a monthly financial statement and balance sheet. Generating these reports includes posting entries for accounts payable, accounts receivable, posting journal entries, and reconciling bank statements. The Authority shall pay 5% of the annual software maintenance costs.
3. Monthly Accounts Payable: Upon being provided invoices approved by the Authority's Treasurer, the City will process the monthly accounts payable. This will involve printing the payable checks on Authority supplied checks and having them signed by authorized signatories on behalf of the Authority or submitting an electronic funds transfer. The City will then mail the accounts payable checks to the recipients in Authority supplied envelopes, using City postage.
4. Banking/Deposits/Investments: The City shall make all bank deposits for the Authority. After consulting with the Authority's Treasurer, the City shall handle the investments of the Authority following the Authority's Investment Policy. The City shall have no liability for any losses resulting from the Authority Investment Policy.

Section 3. Professional Service Fees: In consideration of the performance and delivery of the professional services identified in Section 2 of this Agreement, the Authority shall pay the annual Financial Services fee in twelve (12) equal monthly installments.

- A. Financial Services. \$8000.00 Annually
- B. Other Services. If the Authority determines that it is necessary to hire the City to provide additional financial or secretarial services not enumerated

in this Agreement, and the City through its City Administrator authorizes such additional services, the hourly rate to be paid for the services of City staff will be as follows:

Schedule of Hourly Rates

Professional Services	Hourly Rate
Police Admin. Asst.	\$37.90/hr
Accounts Payable/Payroll Clerk	\$37.90/hr
City Treasurer	\$63.25/hr

If Other Services are rendered, the City shall bill the Authority for these services. The Authority shall pay the City within a period of thirty (30) days after receipt of an itemized invoice describing the services performed.

The fees for services provided in this Agreement, as referenced in Section 3A and 3B, shall be subject to annual review and approval by the parties.

- Section 4. Equal Employment Opportunity: There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any applicant for such employment because of race, color, religion, sex, weight, height, age, marital status or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.
- Section 5. Compliance with All Laws: In the performance of this Agreement, the City agrees to comply will all applicable State, Federal and Local statutes, ordinances, and regulations applicable to the performance of this Agreement.
- Section 6. Termination. Either party may terminate this Agreement by providing the other sixty (60) days written notice of its intent to terminate.
- Section 7. Entire Agreement. This is the entire agreement between the parties as to its subject matter and it supersedes any previous or contemporaneous agreements. Neither party shall be entitled to benefits other than those specified in this Agreement. This Agreement may not be extended except in writing signed by the parties.

Section 8. Assignment. Neither party may assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent may be withheld for any reason.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date amended above.

CITY OF DEWITT
A Michigan Municipal Corporation

DATE: 6.26.2023



Sue Leeming
Its Mayor



Lisa Grysen
Its Clerk

DEWITT AREA EMERGENCY SERVICES AUTHORITY
A Michigan public body corporate

DATE: 6-15-2023



Kevin Garvey
Its Chairperson



Brad Boron
Its Secretary-Treasurer

INFORMATIONAL

Weekly Market Commentary

02/9/2024

World Headlines

1. **Both ISM Indexes bounce back in January.** ISM Indexes are surveys of purchasing managers done monthly to try to give a clue as to business trends looking six months forward. A reading above 50 means growth and below 50 means contraction. The dominate part of the U.S. economy is services, and that index has been consistently above 50 since December 2022. In January, that index reading moved up to 53.4, from a 50.5 reading in December. The ISM Manufacturing Index has been below the 50 level since November 2022. In January, the index reading was 49.1, or the closest reading to 50 in that 15-month period. Another set of good news data points for the economy this year.
2. **Treasury market currently likes 4% and can't hold 3%.** Last week, for the third time just this year, the yield on a 10-year Treasury, which is important to the mortgage market, closed below 4%. Each time it dips into the 3% range however, it quickly regains above 4%. The economist consensus this year says the yield closes below 4% by year-end, but we are not so sure at this point. While borrowing rates have come down for mortgages since last October, they may be challenged to do so further this year.
3. **S&P 500 fourth quarter earnings start to accelerate higher.** With over 60% of the S&P 500 companies reporting fourth quarter earnings, their consolidated EPS number is now +6.5% above a year ago, when only +1.2% was expected. This is good news for stock investors who need the earnings gains in what may be a rangebound year for price-to-earnings multiples.

Economic Reports

1. ISM Services Index reading in January was a higher-than-expected reading of 53.4. This is a four-month high reading and compares to a reading of 54.7 a year ago.
2. Trade Balance from December was -\$62.2 billion, which widened slightly from the prior month. However, the big news inside the report, was that the U.S. trade deficit narrowed by 19% in all of 2023 to -\$773.4 billion. That was the largest percentage decline in the annual trade deficit since 2009. The narrower deficit is attributable to less demand from American consumers for goods from overseas (switching instead to services) and an increase in petroleum exports. NOTE: The trade deficit with China in 2023 shrank 27% to an unadjusted -\$279.4 billion, the smallest since 2010.
3. Consumer Credit during December grew by only \$1.6 billion, the smallest advance in four months. Total credit outstanding, however, is at a record \$5.01 trillion. Americans are increasing Revolving Credit, which includes credit cards, while slowing new amounts to non-revolving credit, which includes loans for vehicle purchases and school tuition. At years' end, revolving credit totaled \$1.314 trillion, while non-revolving was \$3.696 trillion. Revolving credit grew by the largest amounts during 2023 in November, August, April and March.

4. Wholesale Trade in December gained +0.7% from the prior month. This is not a widely reported number, but we do note that this monthly number was positive for seven months in 2023. We look at this number to gain overall surveillance on the U.S. economy, as this report generally slows noticeably prior to recessions.

Markets this Week (mid-day Friday)

1. U.S. Dollar Index – higher...DXY at 104.02, up 0.21% so far this week (1 yr. range = 99.77 to 107.00)
2. Bond yields – higher...2-year Treasury yield up to 4.48%; 10-year yield gains to 4.18%
3. Stocks – mixed...U.S. large cap stocks, U.S. small- and mid-cap and MSCI Emerging Markets are higher so far this week; MSCI EAFE is lower
4. Commodities – mixed...4 of 6 sectors higher, only Base Metals and Precious Metals lower

Next Week

1. Economic Reports

- NFIB Small Business Optimism Index, CPI, Retail Sales, Industrial Production, NAHB Homebuilder Index, Housing Starts, PPI, UofM Consumer Sentiment Index
 - US consensus QoQ real GDP est.: Q4 = +3.3%, Q1 = +1.1%, Q2 = +0.5%, Q3 = +1.0%
 - US consensus YoY inflation est.: Q4 = +3.2%, Q1 = +2.9%, Q2 = +2.8%, Q3 = +2.5%

2. Earnings Reports (Q4 earnings season started on 1/12)

- Q4-2023 S&P 500 EPS current estimate of the fourth quarter = +1.24%.
- Q3-2023 S&P 500 summary to date: 334 companies have reported; 79% beat estimate: YoY EPS +6.5%
- YoY S&P 500 forward EPS estimates >> Q4 = +1.7%, Q1 = +6.1%, Q2 = +10.3%, Q3 = +8.7%

3. Events

- Central bank meeting in Philippines, Russia
- Lunar Holiday throughout Asia. Stocks markets in the region will be closed following those holiday patterns.

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Bonds are affected by a number of risks, including fluctuations in interest rates, credit risks, and prepayment risk. In general, as prevailing interest rates rise, fixed income securities prices will fall. Bonds face credit risk if a decline in an issuer's credit rating or credit worthiness, causes a bond's price to decline.

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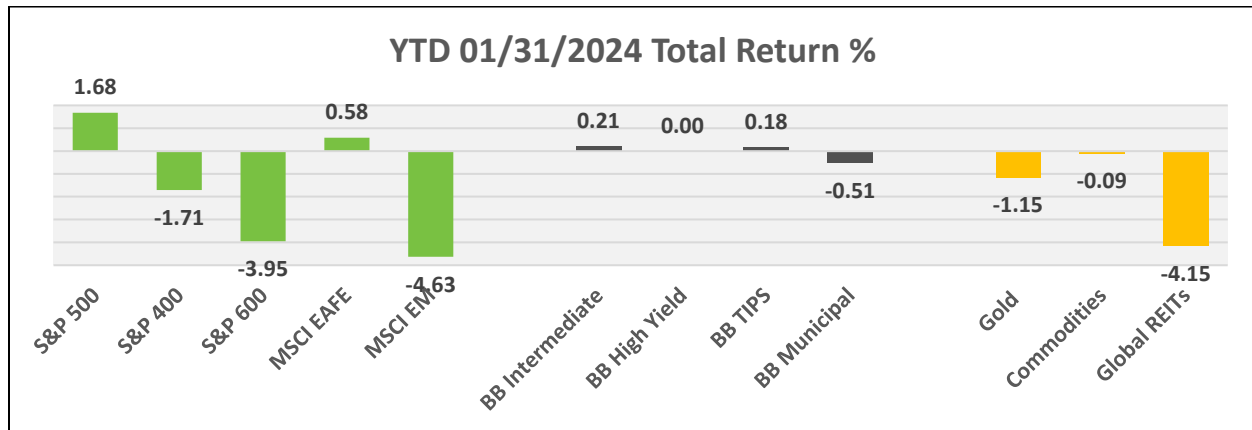
REVIEW AND OUTLOOK

02/12/2024

Executive Summary

John Augustine, CFA, Chief Investment Officer

Year-to-Date market total returns:



Themes of the month:

1. U.S. economy stays surprisingly strong.
2. Stocks start the year mixed.
3. Federal Reserve stays on the mind of the market.

Summary Outlook

We are getting some economic numbers from January and the employment, survey and activity reports are generally doing better than expected. We fully understand that a Polar Vortex did affect much of the economy during the month, though the numbers seem to be bouncing back. The Bloomberg consensus Risk of Recession in the U.S. this year is now down to 45%. In addition, the International Monetary Fund (IMF) updated its economic projections for the U.S. and global economy, taking both higher. As a matter of reference, the IMF now projects that real GDP growth in the U.S. will be +2.1%. This compares to only +1.4% from the Fed.

In looking at the above chart, one can see that the S&P 500 led stocks higher in January. Yes, the leading group was the Magnificent 7 stocks (Amazon, Apple, Alphabet (Google), Meta (Facebook), Microsoft, Nvidia and Tesla). Within the S&P 500, only five of the 11 industry sectors were higher in January, so it remains a narrow market. However, S&P 500 earnings per share reports from S&P 500 companies from the fourth quarter are coming-in generally ahead of expectations and that is good news.

- The Federal Reserve had their first meeting of 2024 on January 30 & 31. They kept their Fed Funds Rate at a 22-year high of 5.25% to 5.50% and noted that they will probably not be lowering that rate at their March 20th meeting. However, of interest, is that Fed Chair Powell still regards that Fed Funds Rate as being 'restrictive' to the economy, so rate cuts are likely coming at some point this year.

Please see the following summaries from our Economic, Fixed Income and Equity Teams.



REVIEW AND OUTLOOK

Economic Review

Olu Omodunbi, Chief Economist

Job growth blew past expectations in January according to a survey of employers from the Bureau of Labor Statistics (BLS). The U.S. economy added a very strong 353,000 jobs in January, stronger than consensus expectations for an increase of 185,000 jobs. This was the largest monthly increase in employment since January 2023. There were upward revisions to job growth in November (from 173,000 to 182,000) and December (from 216,000 to 333,000). Over the last three months, the U.S. economy has added an average of just under 290,000 jobs per month, slightly less than the 305,000 average in the first quarter of 2023. The unemployment rate remained unchanged at 3.7% in January.

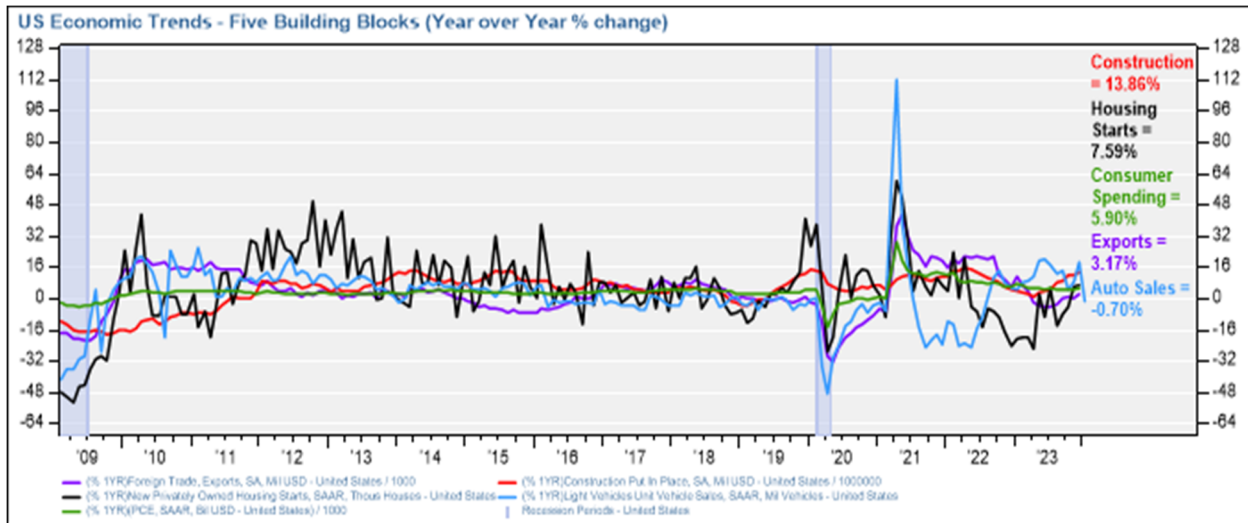
The private sector added 317,000 jobs with 28,000 jobs in the goods-producing sector and 289,000 jobs in the service-providing sector. The labor force participation rate remained unchanged at 62.5% according to the household survey (different from the establishment survey). The labor force participation rate was 63.3% in February 2020 and was between 62.4% and 62.8% in 2023. Average hourly earnings rose 0.6% on the month and 4.5% on a year-over-year basis. Average hourly earnings were up 4.3% in December from a year ago.

The Federal Open Market Committee (FOMC) left its policy rate unchanged as expected in its first meeting of 2024. The federal funds rate was held steady at a range of 5.25% to 5.50%, the fourth consecutive pause by the FOMC. The accompanying statement noted that the FOMC does not expect to make any changes to the target range until “it has gained greater confidence that inflation is moving sustainably toward 2%.” Fed Chairman Jerome Powell noted in the press conference after the meeting that it is unlikely that “the committee will reach a level of confidence by the time of the March meeting.” The core personal consumption expenditures (PCE) index, which excludes volatile energy and food prices rose 2.9% in December from a year ago, the slowest pace since March 2021. After peaking at 5.6% in February 2022, the FOMC has been successful in getting inflation down thanks in large part to improving supply-side dynamics.

The U.S. service sector expanded for the 13th straight month as the Supplier Deliveries index rose to the highest level in over a year. The ISM Services index rose to 53.4 in January from a downwardly revised 50.5 in December. The services sector has expanded in 43 of the last 44 months. A reading above 50 indicates that the services sector is expanding while a reading below 50 indicates contraction. The details of the report were solid. The Supplier Deliveries index returned to expansion territory, registering at 52.4, after three consecutive months in contraction. The Supplier Deliveries index is inverted; a reading above 50 indicates slower deliveries, which usually points to improving consumer demand, while a reading below 50 indicates faster deliveries.

The ISM Manufacturing index rose to a 15-month high in January as the New Orders index rose to the highest level in almost two years. The ISM Manufacturing index registered at 49.1 in January, up from a downwardly revised 47.1 in December. While still in contraction territory, January marked the slowest pace of contraction recorded in over a year. The New Orders index broke into expansion territory after being in contraction territory for 16 straight months. Two of the six biggest manufacturing industries (Transportation Equipment; and Chemical Products) registered growth in January, according to the report.

The U.S. economy is in good shape in early 2024. The red hot January jobs report justifies the Federal Reserve’s decision to hold steady at its January meeting. Consumers will likely continue to benefit from the strong labor market this year, particularly as inflation moderates. Slowing growth in rents for new leases over the past year should contribute to lower housing services inflation this year. Services inflation should decelerate further as the labor market cools and consumer demand slows. The Chief Investment Office expects the Federal Reserve to cut the fed funds rate three times this year with the first cut around mid-2024.



Fixed Income Markets

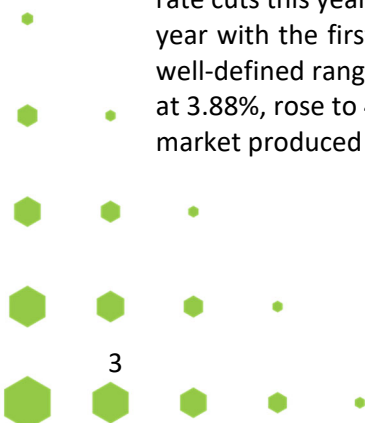
Kirk Mentzer, Senior Vice President, Director of Fixed Income

Themes of the month:

1. Surprisingly strong economic growth in January gave bond investors pause last month.
2. Investment grade credit has moved to neutral on a tactical basis.
3. Municipals underperformed Treasuries for the month.

By the numbers:

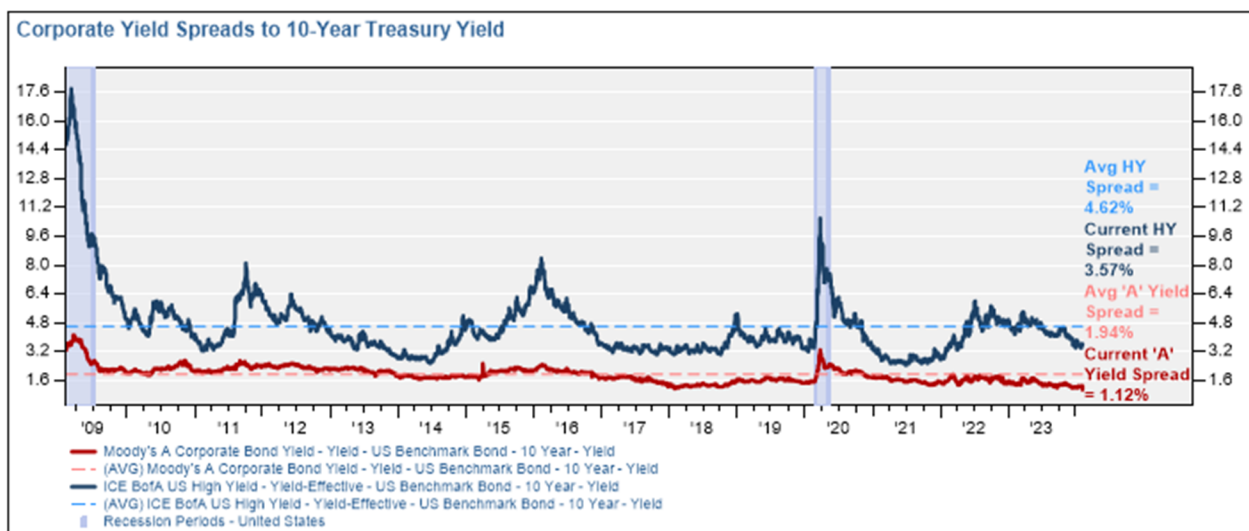
1. **U.S. Treasury Market:** Surprisingly strong economic growth in January (please see above for details) gave bond investors pause last month. The bond market began the year with expectations of seven rate cuts this year. However, we expect the Federal Reserve to cut the fed funds rate three times this year with the first cut around mid-2024. Given this backdrop, U.S. Treasury yields remained within well-defined ranges but with higher volatility. For instance, 10-year Treasury yields began the month at 3.88%, rose to 4.18%, then declined to end the month at 3.91%. Taken together, the U.S. Treasury market produced a total return of -0.28% in January.





REVIEW AND OUTLOOK

2. **Yield curve:** Using the difference in yield between 2- and 10-year U.S. Treasury securities as a guide, the yield curve began January at -39 bp and ended at -30 bp to end the month. The yield curve has now been inverted for 19 months, one of the longest stretches on record.
3. **Tax-exempt municipal bonds:** Municipals underperformed Treasuries for the month of January (total return of -0.51% for municipals versus -0.28% for Treasuries). Municipal to Treasury yield ratios around 60% for 1-10 year maturities remain expensive versus historical averages. Near-term technicals support current valuations as January and February typically represent a period of negative net supply for the municipal market (where investor demand exceeds supply).
4. **Investment Grade (IG) corporate bonds:** Momentum from the Q4 rally in IG credit continued into January. Credit spreads narrowed -2 bp to +96 bp, generating a -0.17% total return and +0.42% excess return. The nearby chart shows credit spreads over time depicted vs 10-year U.S. Treasury notes.



- **SECTORS:** In terms of IG sector performance, spread narrowing was seen in all sectors during January. Financial Services led the move tighter (-4 bp) then Utilities (-3 bp) and Industrials (-1 bp).
- **MATURITY:** Relative performance was dominated by the longest maturity issues (10+ years) with +105 bp of excess return. The other segment excess returns ranged from +15 bp (1-3 year) and +10 bp (intermediate).
- **QUALITY:** The ratings stack was led by BBB's performance with credit spreads tightening -7 bp, followed by A's narrowing -2 bp. Higher quality AAs and AAA's both widened +1 bp.
- **HIGH YIELD (HY):** HY spreads widened 17-18 bp for the "higher quality" issuers, but the lowest tier CCC widened 102 bp as investor sought more stability. For the month, HY produced total returns of +0.02% and excess returns of -0.28%.
- ***NOTE:** We measure credit performances above by examining similar maturity U.S. Treasury notes vs individual corporate bond spreads, then aggregate the results into groups.

Fixed Income Outlook

Our view on investment grade credit has moved to neutral on a tactical basis. The balance of factors has become more even in 2024. The most important positive factors include double-digit earnings acceleration in 2024 and improving economic outlook. Risk assets have fared well despite an inverted U.S. Treasury yield curve and rising yields that have been in existence for over a year. The depth and duration of yield curve inversions eventually have a strong negative impact on corporate bonds, especially lower rated issuers. Credit rating agency upgrades to downgrades have reversed recently in the high yield (non-investment grade) space where downgrades are accelerating. For investment grade issuers, it's a mixed picture with upgrades coming at a slower pace. Headwinds for credit include delayed easing by the Federal Reserve and historically rich valuations. With IG credit spreads at +95 bp vs U.S. Treasury markets, there are not many observations below present levels over the past 20 years. In other words, upside performance is severely limited. We expect credit to remain range bound. As such, we will allow current holdings to mature as scheduled rather than outright sales. Collecting incremental income from IG corporate bonds is the most likely outcome for the near-term. Investors are encouraged to remain focused on higher quality issuers while maintaining well diversified portfolios. Should credit spreads widen moderately, we will revisit this position and consider moving back to an overweight stance.

Lastly, we believe the U.S. Treasury yield curve will steepen substantially in the medium to longer term time-period. For fixed income investors in the intermediate (1- to 10-year maturity range) style objective, a “bullet” structure is desired for better returns. For instance, over-weighting middle maturity bonds in the 4- to 7-year range will provide higher total returns than a portfolio invested in a “barbell” structure that places emphasis on short- and longer-term maturity bonds.

Equity Markets

Randall Hare, Senior Vice President, Director of Equity Research

After the arguable victory of “team transitory” of inflation-watchers last year led to a surprisingly strong 2023, 2024 began with a decent January S&P 500 gain of a little less than 2%, as some early-month jitters gave way to solid earnings reports that buoyed the index.

Investors began to assess earnings reports that are generally beating estimates by about the usual margin. 2024/25 earnings growth is penciled in at +9%/+12%, a pace that hasn't been seen that many times in recent decades. Therefore, earnings reports that have generally shown analysts aren't over-optimistic have been received well, although it seems the reasonable position to continue watching for more evidence in future quarters that earnings growth hasn't just bottomed (as seems the case), it is accelerating towards these lofty targets.

Some of the most notable observations about January:

1. The largest tech companies continued leading the charge, after a more-balanced market rally in 2H23 led many to conclude that the market was finally “broadening out” in a sign of increasing market health. This hasn't been quite as dramatic as early last year, when the “Magnificent 7” all led the way in a uniform advance.

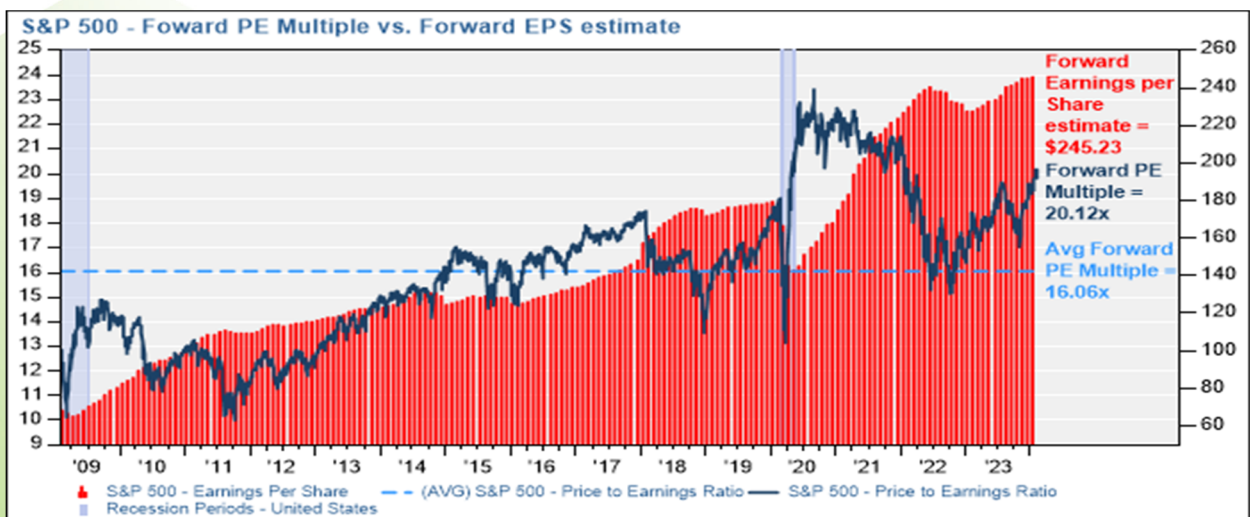


REVIEW AND OUTLOOK

2. There has been notable weakness from TSLA, and it appears that AAPL and GOOGL are battling high expectations more than some of their peers (GOOGL's 4Q23 earnings report appeared strong, but the stock sold off on the news).
3. NVDA, MSFT, and META contributed ~85% of the S&P 500's January rise.
4. Additionally, as with any earnings reporting season, there were some winners and some losers, but what stood out was how high-profile many of the stock pops and drops were – NFLX soared on its report while INTC and HUM declined.
5. An additional observation of note is how difficult investing based on themes is shaping up to be this year – in some years, investors can simply buy stocks linked to artificial intelligence (AI), electric vehicles, or mobile payments, but this year there seems to be significantly more disparity developing between stocks of the same theme, indicating that investors already recognize that a particular stock is a “play” on the theme they're targeting. It has become more a question of future expectations around that particular stock.

Some of the bigger market questions we are watching are:

1. Is a top-heavy market back? Entering 2023, it seemed that maybe some of the biggest tech names would struggle (they obviously didn't), and 2024 has confounded many by being somewhat “more of the same”. Not only will this continue, but can the market rally keep up if only a few tech names are leading the way, instead of all the “Magnificent 7” names?
2. Will any curveballs come from the political arena? With the general election contestants appearing set, and the race about to heat up, will any significant surprises be floated? Bloomberg was out with a headline the other day suggesting a steep tariff on certain imports in the event of a Trump election – this probably doesn't count as a surprise, but it could affect investor expectations after a few calmer years on the international trade front.
3. Will the obsession over “will they or won't they” cut rates drive markets again as completely as they seemed to at times last year? If earnings are becoming a bit more important in stocks' outlook than valuations, then rates themselves and the equity risk premium become a bit less important.
4. So, in summary, we remain cautiously optimistic on stocks, with an eye on the coming profitability picture – stocks can continue “working”, but we need to continue seeing evidence that the positive fundamental outlook is justified.





REVIEW AND OUTLOOK

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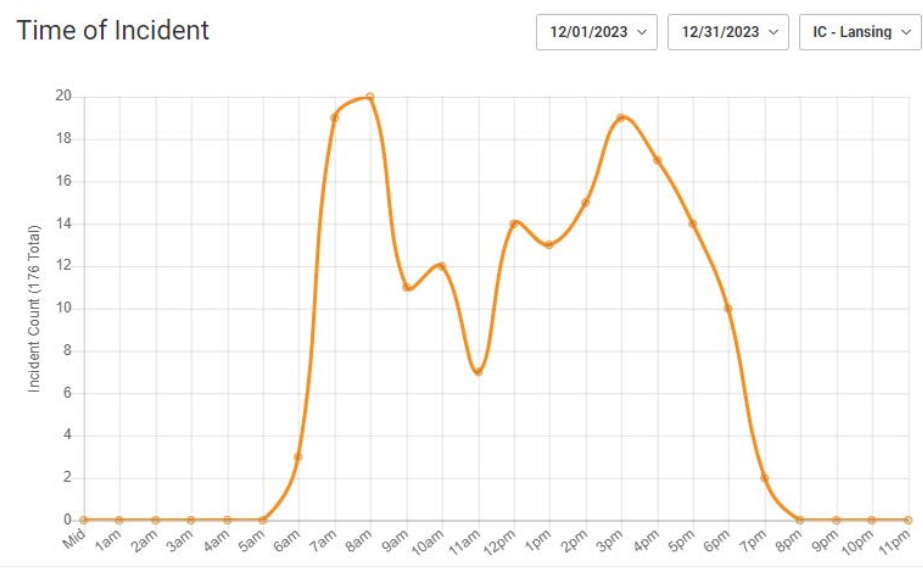
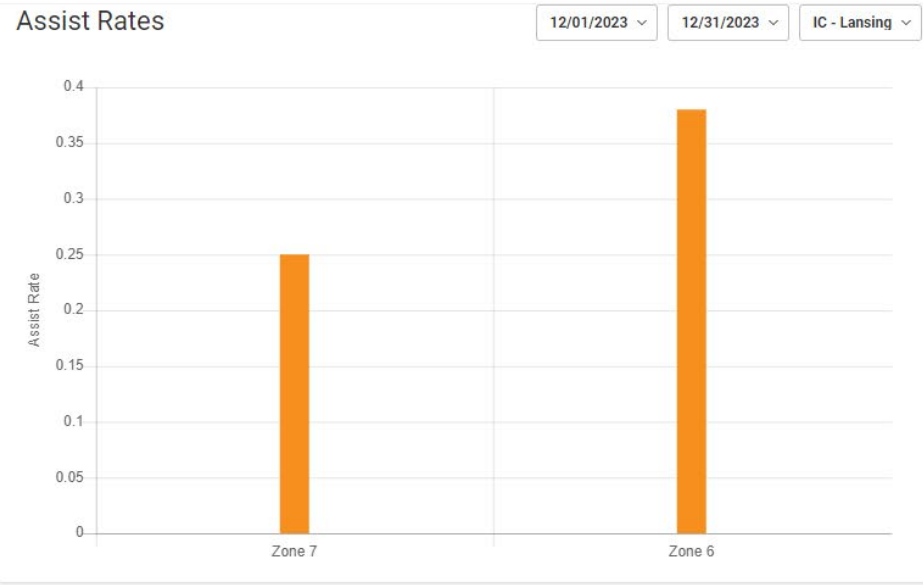
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Monthly Freeway Safety Patrol Report (Lansing Region) December 2023



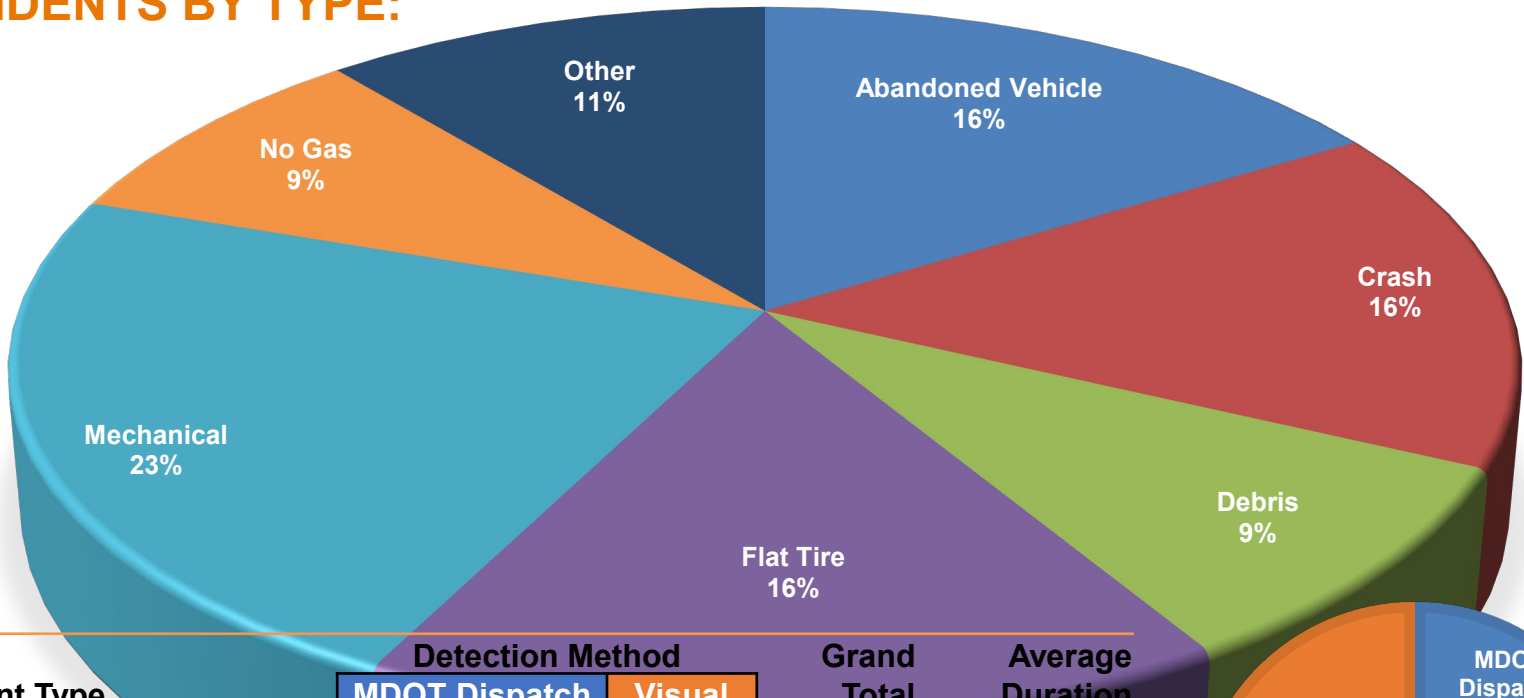


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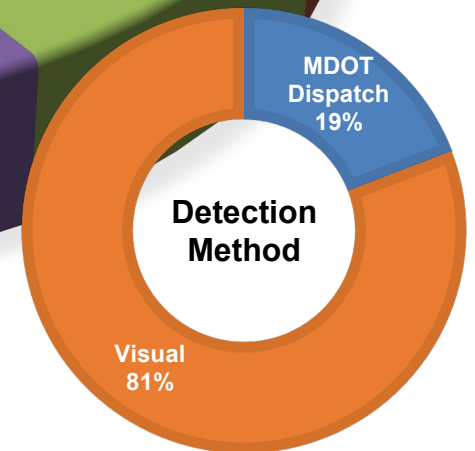
DECEMBER 2023 REPORT OF ACTIVITY

INCIDENTS BY TYPE:



Incident Type	Detection Method		Grand Total	Average Duration
	MDOT Dispatch	Visual		
Abandoned Vehicle	2	26	28	0:02:56
Crash	12	15	27	0:19:25
Debris	7	9	16	0:03:34
Flat Tire	5	23	28	0:14:36
Mechanical	2	37	39	0:10:53
No Gas	2	13	15	0:06:01
Other	3	16	19	0:08:26
Grand Total	33	139	172	0:10:10

(Average duration in Hours:Minutes:Seconds format)

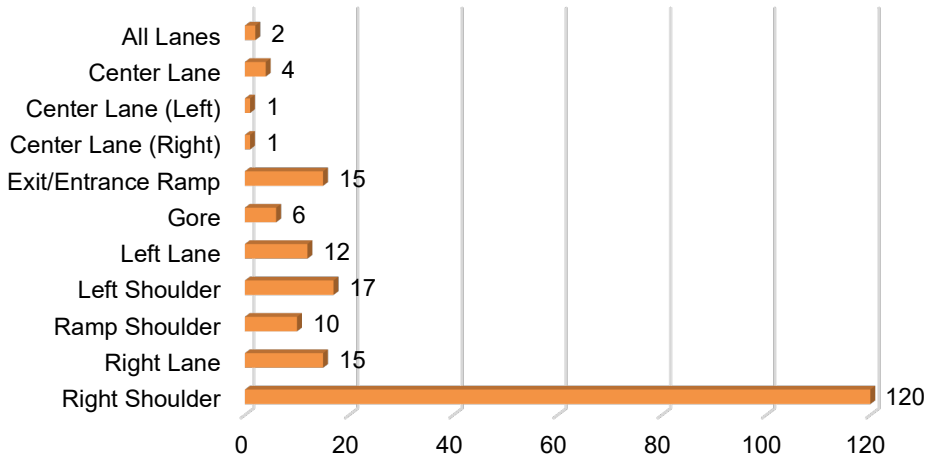


INCIDENTS BY FREEWAY & LANES:

Freeway	Count
I-496	19
I-69	33
I-96	59
US-127	59
Other	2
Grand Total	172



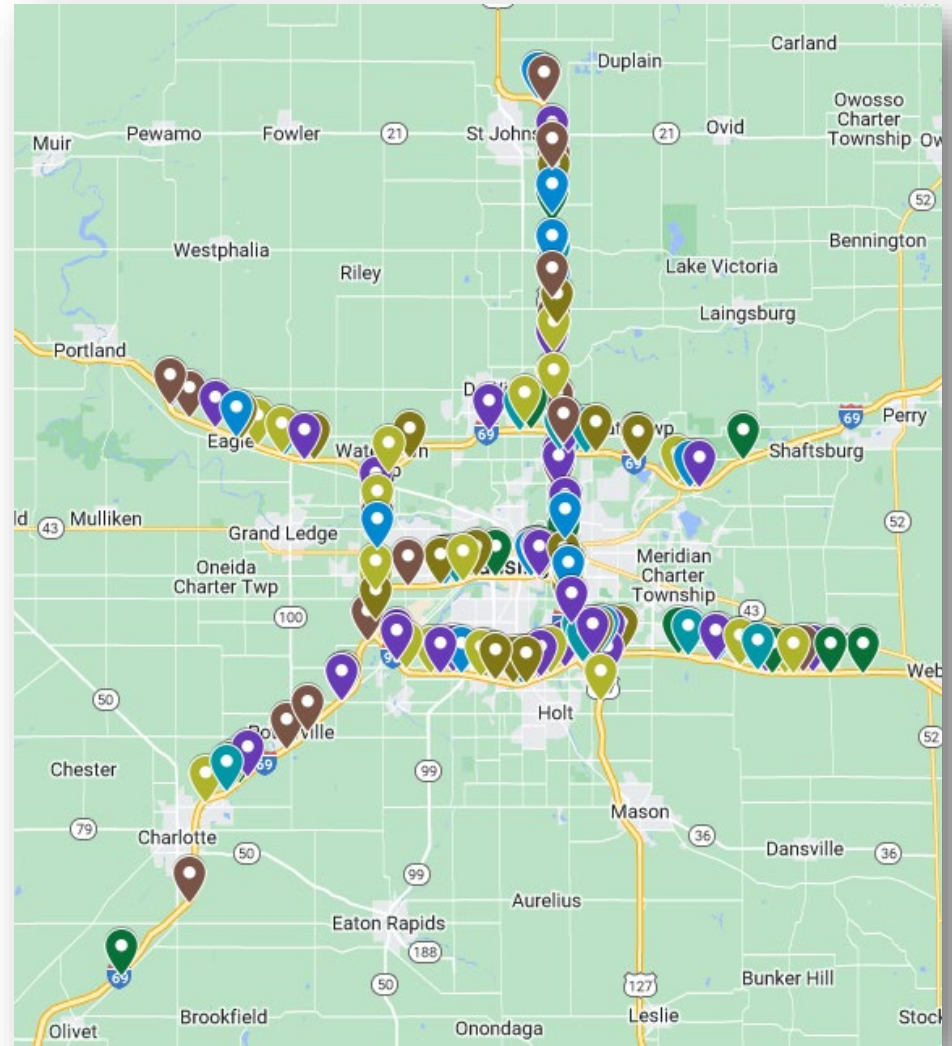
Lanes Impacted



IncidentClear
INCIDENT MAP:

● Incident Management Simplified

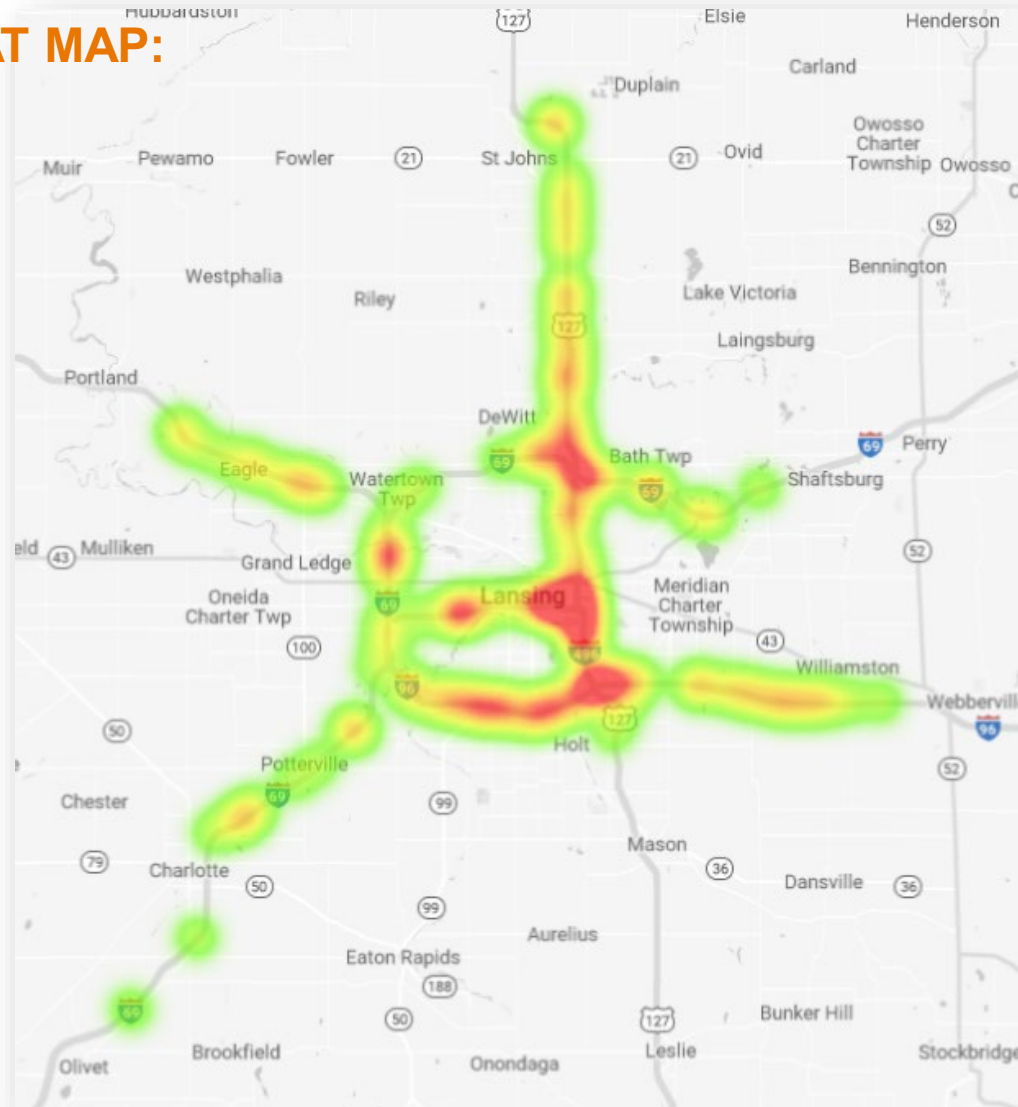
- Mechanical (39)
- Abandoned Vehicle (28)
- Flat Tire (28)
- Crash (27)
- Other (19)
- Debris (16)
- No Gas (15)



(Map available for download at: <https://www.google.com/maps/d/edit?mid=1wCuTDolMBINa9SMqCKuwUxfjNf8DXCU&usp=sharing>)

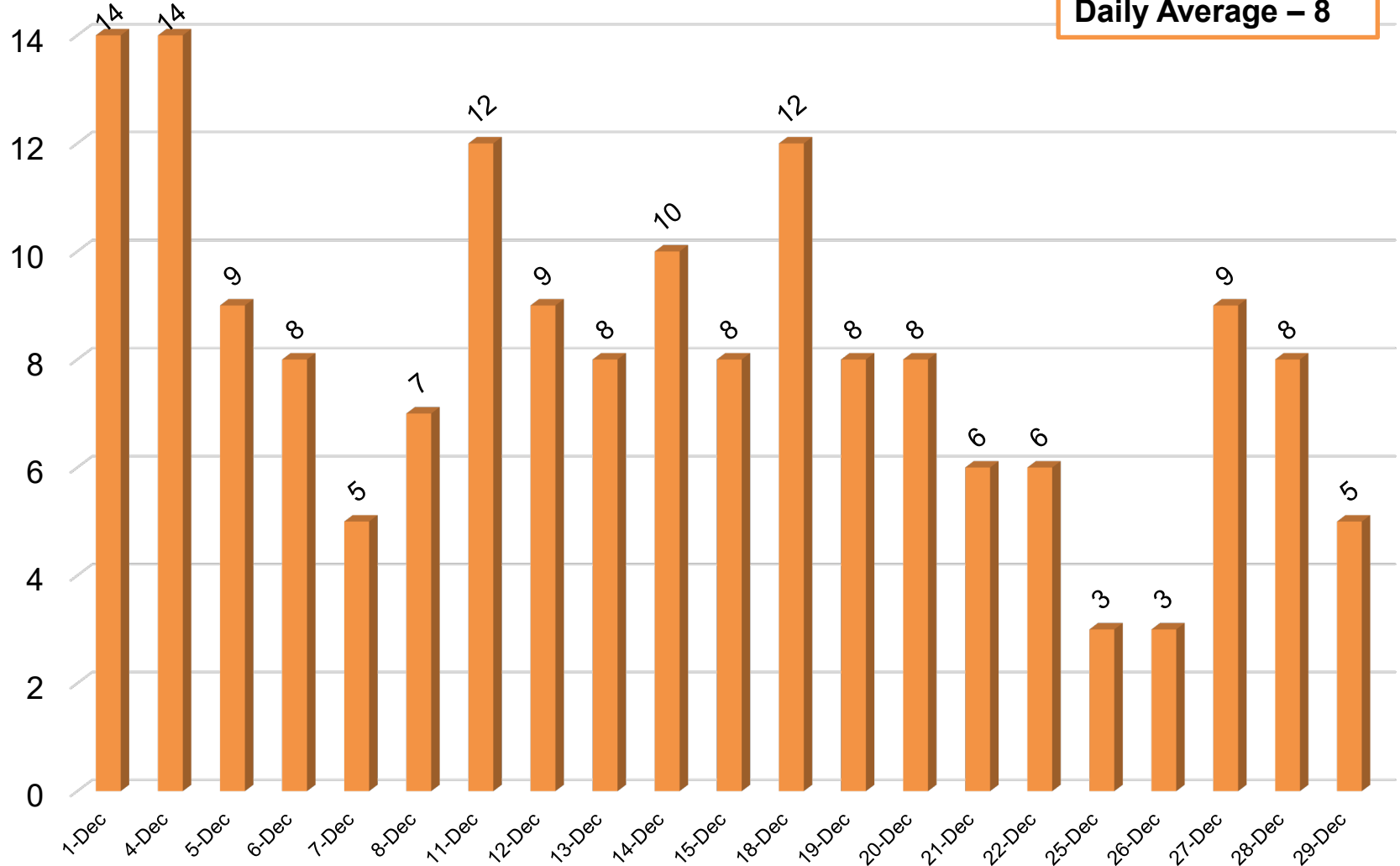
INCIDENT HEAT MAP:

● Incident Management Simplified

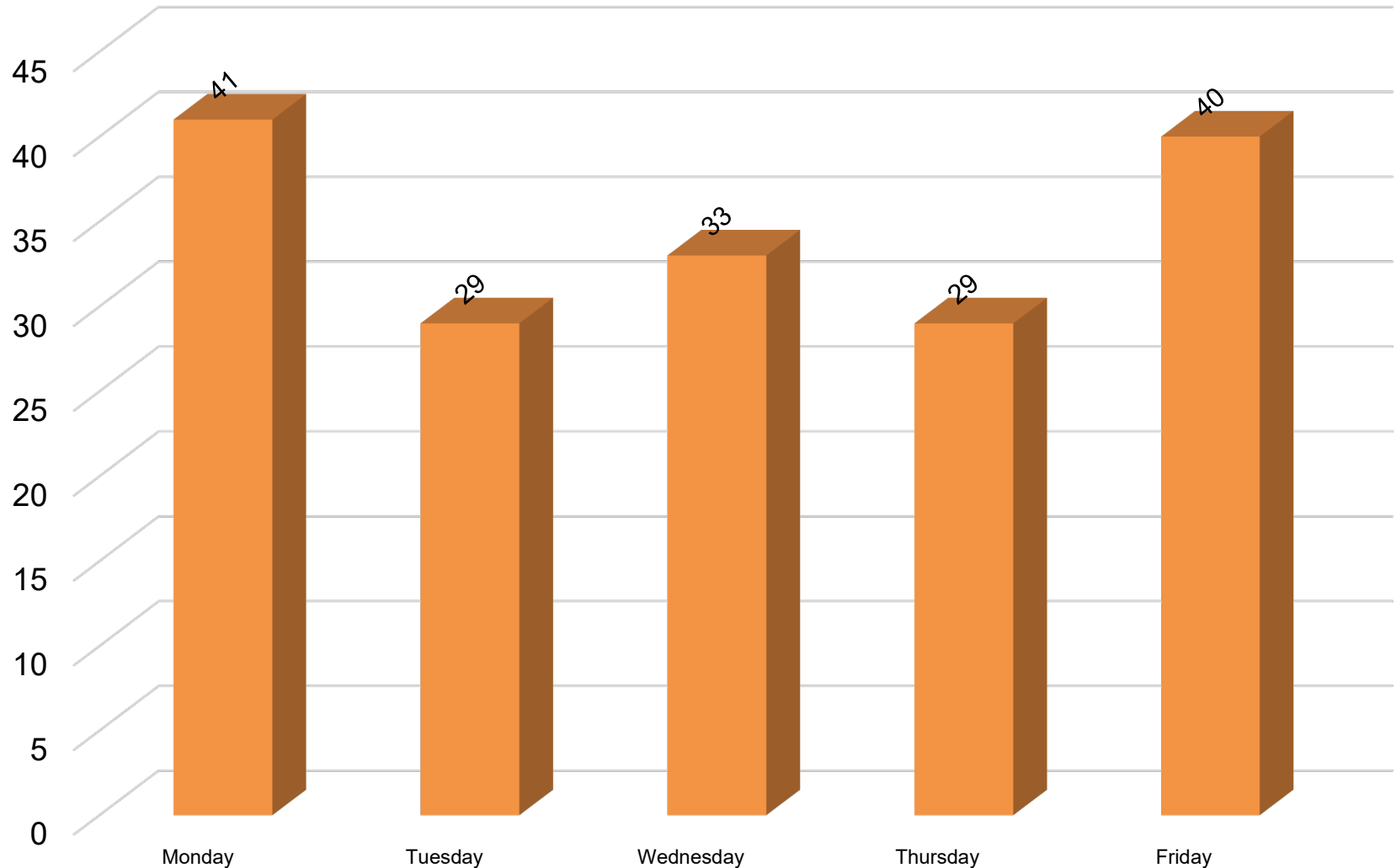


INCIDENTS BY DAY OF MONTH:

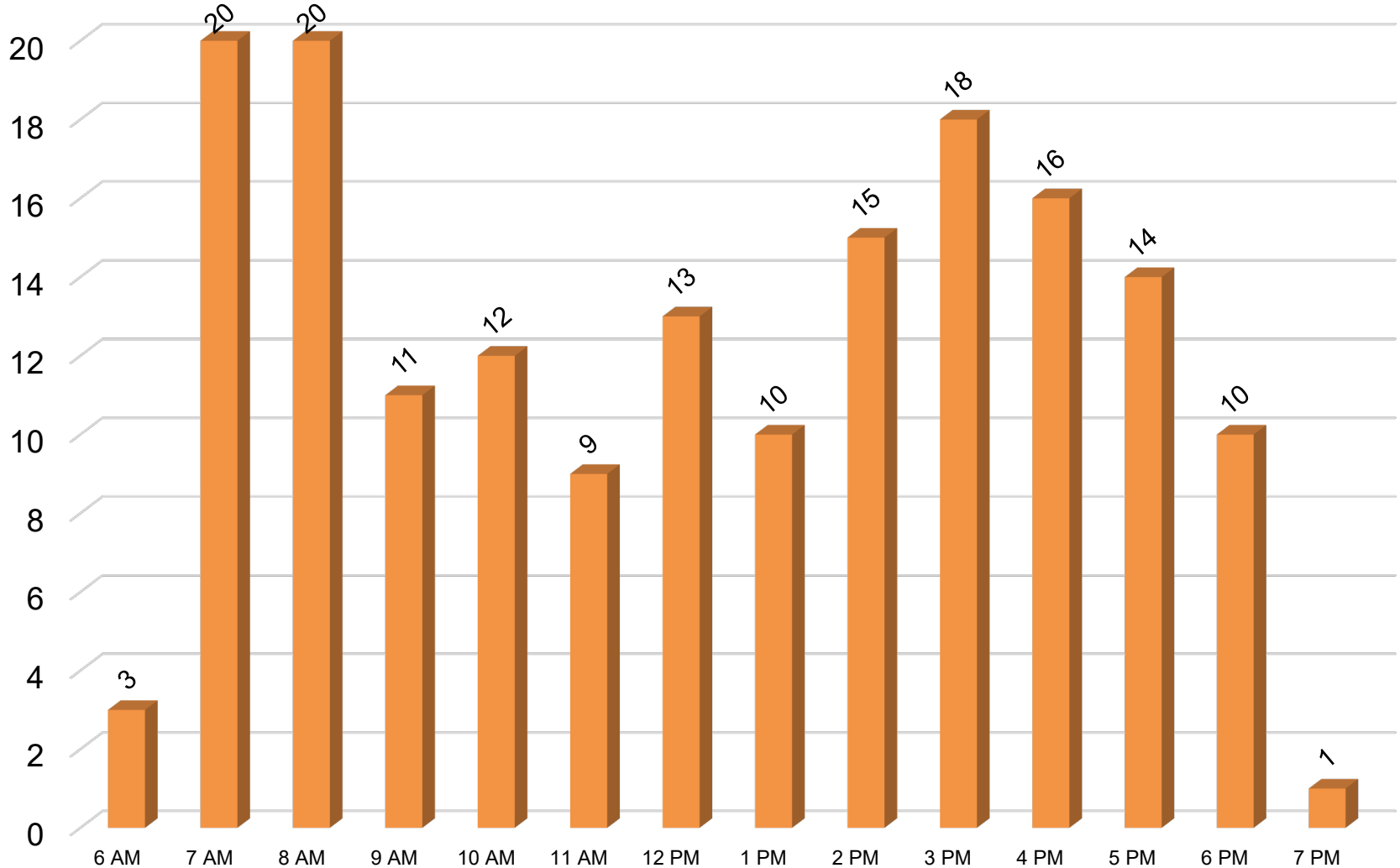
Daily Average – 8



INCIDENTS BY DAY OF WEEK:

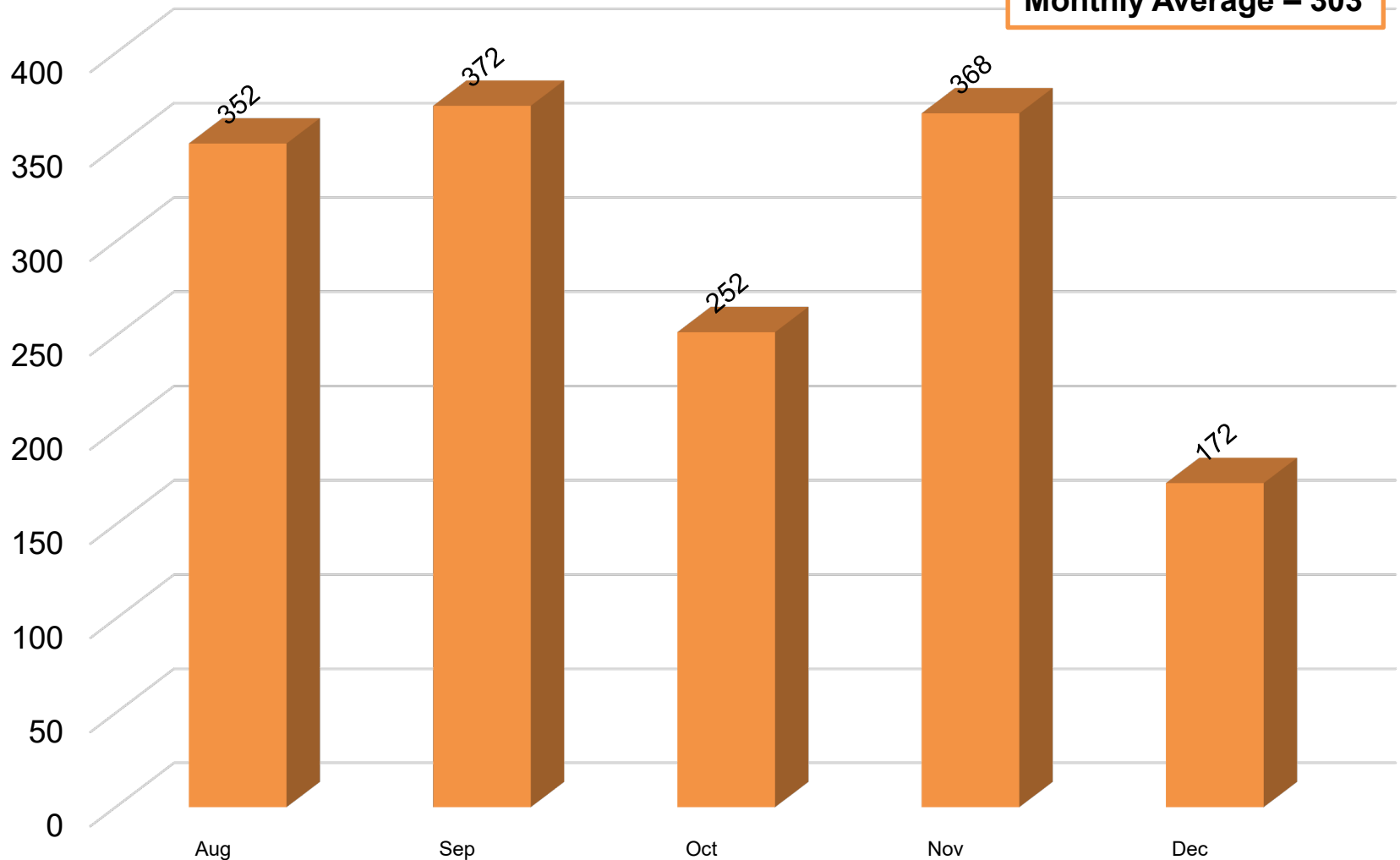


INCIDENTS BY HOUR OF DAY:



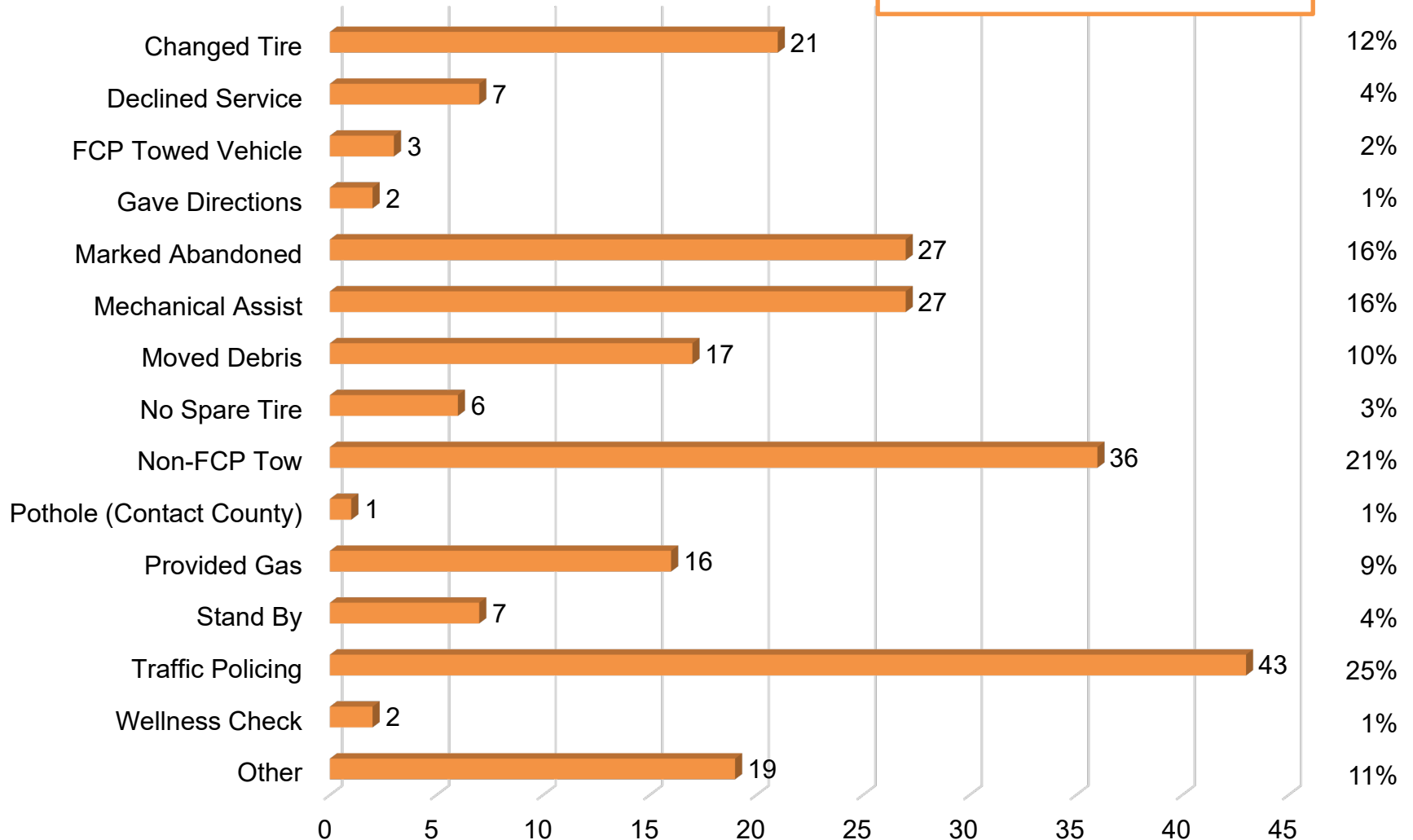
INCIDENTS BY MONTH:

Monthly Average – 303



RESOLUTIONS BY SERVICE TYPE:

Services Per Incident – 1.4



INCIDENT MANAGEMENT DETAILS:

Incident Type	Cones Deployed	Cone Strike	Secondary Reported
Abandoned Vehicle	1	0	1
Crash	5	0	0
Debris	1	0	0
Flat Tire	6	0	1
Mechanical	2	0	0
No Gas	0	0	0
Other	0	0	0
Grand Total	15	0	2

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL FUND					
Dept 000					
101-000-070.000	DUE FROM FIRE AUTHORITY	VERIZON WIRELESS	02/01/24	9954987262	42.15
101-000-070.000	DUE FROM FIRE AUTHORITY	VC3 INC.	02/09/24	138400	28.00
101-000-070.000	DUE FROM FIRE AUTHORITY	VC3 INC.	02/09/24	138401	35.00
101-000-084.002	DUE FROM DDA	PHYSICIANS HEALTH PLAN-LAN	02/01/24	240180001	1,474.54
101-000-084.002	DUE FROM DDA	VC3 INC.	02/09/24	138400	16.30
101-000-084.002	DUE FROM DDA	VC3 INC.	02/09/24	138401	12.00
101-000-084.002	DUE FROM DDA	LANSING SANITARY SUPPLY, 1	02/09/24	1226847	118.63
101-000-084.002	124 E. JEFFERSON - DDA UTILILITY	CONSUMERS ENERGY	02/12/24	STATEMENT	155.11
101-000-256.000	COMMUNITY ROOM REFUNDABLE DEPOSI	KAYLA ACEVEDO	02/01/24	STATEMENT	150.00
101-000-256.000	COMMUNITY ROOM REFUNDABLE DEPOSI	KRISTA HUNSANGER	02/09/24	STATEMENT	150.00
101-000-256.000	COMMUNITY ROOM REFUNDABLE DEPOSI	SAMANTHA FRISBIE	02/12/24	STATEMENT	390.00
Total For Dept 000					2,571.73
Dept 101 COUNCIL					
101-101-958.000	MEMBERSHIP	LEAP INC	02/09/24	2467	3,000.00
Total For Dept 101 COUNCIL					3,000.00
Dept 172 ADMINISTRATOR					
101-172-716.000	HEALTH/DENTAL	PHYSICIANS HEALTH PLAN-LAN	02/01/24	240180001	3,495.24
101-172-717.000	LIFE/ADD/DISABILITY	MUTUAL OF OMAHA	02/01/24	001645876248	199.89
101-172-864.000	CONFERENCE/TRAVEL	DANIEL COSS	02/09/24	STATEMENT	8.00
101-172-958.000	MEMBERSHIP	ICMA MEMBERSHIP	02/01/24	STATEMENT	649.00
101-172-958.000	MEMBERSHIP	DEWITT BREAKFAST LIONS	02/01/24	STATEMENT	50.00
Total For Dept 172 ADMINISTRATOR					4,402.13
Dept 238 RETIREE BENEFITS					
101-238-716.000	HEALTH/DENTAL	ROBERT WATSON	02/01/24	STATEMENT	235.71
101-238-716.000	HEALTH/DENTAL	ROBERT WATSON	02/09/24	STATEMENT	235.71
Total For Dept 238 RETIREE BENEFITS					471.42
Dept 250 CLERK-TREASURER					
101-250-716.000	HEALTH/DENTAL	PHYSICIANS HEALTH PLAN-LAN	02/01/24	240180001	2,337.59
101-250-717.000	LIFE/ADD/DISABILITY	MUTUAL OF OMAHA	02/01/24	001645876248	108.84
101-250-740.000	OPERATING SUPPLIES	KCI	02/01/24	328865	20.79
Total For Dept 250 CLERK-TREASURER					2,467.22
Dept 262 ELECTIONS					
101-262-740.000	OPERATING SUPPLIES	STAPLES ADVANTAGE	02/01/24	3558005720	63.16
Total For Dept 262 ELECTIONS					63.16
Dept 265 CITY HALL/GROUNDS					
101-265-724.000	UNEMPLOYMENT COMPENSATION	MICHIGAN MUNICIPAL LEAGUE	02/01/24	0801009-000	197.38
101-265-724.000	UNEMPLOYMENT COMPENSATION	MICHIGAN MUNICIPAL LEAGUE	02/09/24	0801009-000	28.57
101-265-740.000	OPERATING SUPPLIES	APPLIED INNOVATIONS	02/09/24	2426791	70.21
101-265-740.000	OPERATING SUPPLIES	LANSING SANITARY SUPPLY, 1	02/09/24	1226847	239.55
101-265-740.000	OPERATING SUPPLIES	ZEP MANUFACTURING COMPANY	02/09/24	9009409127	284.65
101-265-805.000	REFUSE SERVICE	GRANGER CONTAINER SERVICE,	02/09/24	26440221	18,316.35
101-265-805.001	RECYCLING	GRANGER CONTAINER SERVICE,	02/09/24	26438060	8,921.35
101-265-850.000	TELEPHONE	COMCAST	02/01/24	192413895	563.34
101-265-850.000	TELEPHONE	COMCAST	02/01/24	191468672	474.77
101-265-850.000	TELEPHONE	AT & T	02/09/24	517R01318802	6.00
101-265-926.000	102 N. BRIDGE STREET - STREET LI	CONSUMERS ENERGY	02/12/24	STATEMENT	132.07
101-265-927.000	414 E. MAIN STREET BLD 2	CONSUMERS ENERGY	02/12/24	STATEMENT	3,219.51

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL FUND					
Dept 265 CITY HALL/GROUNDS					
101-265-930.000	REPAIR/MAINTENANCE	DAZZLE CLEANING SERVICE	02/01/24	2450	95.40
101-265-930.000	REPAIR/MAINTENANCE	DAZZLE CLEANING SERVICE	02/09/24	2553	95.40
101-265-930.000	REPAIR/MAINTENANCE	DELAU FIRE SERVICES	02/09/24	68550	200.00
101-265-930.000	REPAIR/MAINTENANCE	GILBERT'S TRUE VALUE HARDW	02/09/24	STATEMENT 01/31	42.32
101-265-932.000	COMPUTER MAINTENANCE	VC3 INC.	02/01/24	136218	6,000.00
101-265-932.000	COMPUTER MAINTENANCE	VC3 INC.	02/09/24	138400	47.00
101-265-932.000	COMPUTER MAINTENANCE	VC3 INC.	02/09/24	138401	45.00
Total For Dept 265 CITY HALL/GROUNDS					38,978.87
Dept 301 POLICE					
101-301-716.000	HEALTH/DENTAL	PHYSICIANS HEALTH PLAN-LAN	02/01/24	240180001	3,214.35
101-301-717.000	LIFE/ADD/DISABILITY	MUTUAL OF OMAHA	02/01/24	001645876248	524.47
101-301-719.000	UNIFORM PURCHASE	LANSING UNIFORM COMPANY	02/01/24	101857-A	200.00
101-301-719.000	UNIFORM PURCHASE	LANSING UNIFORM COMPANY	02/01/24	102262-A	44.95
101-301-719.000	UNIFORM PURCHASE	LANSING UNIFORM COMPANY	02/01/24	102227-A	99.95
101-301-719.000	UNIFORM PURCHASE	CMP DISTRIBUTORS, INC.	02/09/24	013498	67.25
101-301-720.000	UNIFORM CLEANING	MAURER'S	02/09/24	STATEMENT	301.40
101-301-740.000	OPERATING SUPPLIES	APPLIED INNOVATIONS	02/09/24	2426791	23.40
101-301-740.000	OPERATING SUPPLIES	VC3 INC.	02/09/24	138400	159.30
101-301-740.000	OPERATING SUPPLIES	VC3 INC.	02/09/24	138401	53.00
101-301-740.000	OPERATING SUPPLIES	MUZZALL GRAPHICS	02/09/24	89120	593.88
101-301-850.000	TELEPHONE	COMCAST	02/01/24	192413895	281.68
101-301-850.000	TELEPHONE	COMCAST	02/01/24	191468672	237.33
101-301-850.000	TELEPHONE	VERIZON WIRELESS	02/01/24	9954987262	168.58
101-301-851.000	RADIO	VERIZON WIRELESS	02/01/24	9954987262	108.06
101-301-958.000	MEMBERSHIP	CARWASH EXPRESS INC.	02/01/24	10027	82.50
101-301-958.000	MEMBERSHIP	DEWITT BREAKFAST LIONS	02/09/24	STATEMENT	50.00
101-301-961.000	MISCELLANEOUS	SPARTAN PRINTING INC	02/14/24	036905	121.00
Total For Dept 301 POLICE					6,331.10
Dept 336 FIRE					
101-336-927.000	3390 W. HOWE ROAD	CONSUMERS ENERGY	02/09/24	STATEMENT	40.58
Total For Dept 336 FIRE					40.58
Dept 441 PUBLIC SERVICES					
101-441-716.000	HEALTH/DENTAL	PHYSICIANS HEALTH PLAN-LAN	02/01/24	240180001	4,424.30
101-441-717.000	LIFE/ADD/DISABILITY	MUTUAL OF OMAHA	02/01/24	001645876248	289.42
101-441-740.000	OPERATING SUPPLIES	MINT CITY EXCAVATING, INC.	02/01/24	8617	297.93
101-441-740.000	OPERATING SUPPLIES	GILBERT'S TRUE VALUE HARDW	02/09/24	STATEMENT 01/31	207.21
101-441-740.000	OPERATING SUPPLIES	MENARDS-LANSING WEST	02/09/24	70187	79.94
101-441-801.000	PROFESSIONAL SERVICES	C2AE	02/01/24	75952	72.83
101-441-850.000	TELEPHONE	COMCAST	02/01/24	192413895	93.90
101-441-850.000	TELEPHONE	COMCAST	02/01/24	191468672	78.78
101-441-850.000	TELEPHONE	VERIZON WIRELESS	02/01/24	9954987262	225.74
101-441-927.000	907 W. MAIN	CONSUMERS ENERGY	02/12/24	STATEMENT	1,234.86
101-441-930.000	REPAIR/MAINTENANCE	AMERICAN RENTALS	02/01/24	234434	116.00
101-441-930.000	REPAIR/MAINTENANCE	CINTAS	02/01/24	5193441031	7.15
101-441-932.000	COMPUTER MAINTENANCE	VC3 INC.	02/09/24	138400	8.30
101-441-932.000	COMPUTER MAINTENANCE	VC3 INC.	02/09/24	138401	5.00
Total For Dept 441 PUBLIC SERVICES					7,141.36
Dept 751 PARKS FACILITIES					
101-751-801.000	PROFESSIONAL SERVICES	BECKETT & RAEDER	02/09/24	2024020	43.22

INVOICE GL DISTRIBUTION REPORT FOR CITY OF DEWITT
 EXP CHECK RUN DATES 01/19/2024 - 02/22/2024

BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: 01 - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL FUND					
Dept 751 PARKS FACILITIES					
101-751-927.000	10039996 - 907 W. MAIN STREET	LANSING BD OF WATER & LIG	02/09/24	STATEMENT	32.28
101-751-927.000	10032523 - 414 E. MAIN STREET	LANSING BD OF WATER & LIG	02/09/24	STATEMENT	203.45
101-751-927.000	10032523 - 414 E. MAIN STREET	LANSING BD OF WATER & LIG	02/09/24	STATEMENT	505.38
101-751-927.000	10072307 - 911 W. MAIN ST 1/2 D	LANSING BD OF WATER & LIG	02/09/24	STATEMENT	5.34
101-751-927.000	113 E. DILL	CONSUMERS ENERGY	02/12/24	STATEMENT	226.45
101-751-930.000	REPAIR/MAINTENANCE	MAPLE RAPIDS LUMBER MILL,	02/01/24	91877	240.00
101-751-930.000	REPAIR/MAINTENANCE	GILBERT'S TRUE VALUE HARDw	02/09/24	STATEMENT 01/31	4.99
Total For Dept 751 PARKS FACILITIES					1,261.11
Total For Fund 101 GENERAL FUND					66,728.68

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 202 MAJOR STREET					
Dept 000					
202-000-801.000	PROFESSIONAL SERVICES	C2AE	02/01/24	75952	767.04
			Total For Dept 000		767.04
			Total For Fund 202 MAJOR STREET		767.04

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 203 LOCAL STREET					
Dept 000					
203-000-740.003	OPERATING SUPPLIES/SNOW-ICE	DETROIT SALT COMPANY	02/09/24	S124-24945	3,105.76
203-000-931.001	REPAIR/MAINT/ROUTINE	CAPITAL ASPHALT, LLC	02/09/24	5616	298.65
203-000-931.001	REPAIR/MAINT/ROUTINE	GILBERT'S TRUE VALUE HARDW	02/09/24	STATEMENT 01/31	24.99
			Total For Dept 000		3,429.40
			Total For Fund 203 LOCAL STREET		3,429.40

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 249 BUILDING DEPARTMENT					
Dept 000					
249-000-801.000	PROFESSIONAL SERVICES	DEWITT CHARTER TOWNSHIP	02/09/24	24-0000847	2,982.70
249-000-801.000	PROFESSIONAL SERVICES	DEWITT CHARTER TOWNSHIP	02/09/24	DEC 23 BLD	2,939.30
249-000-932.000	COMPUTER MAINTENANCE	B S & A SOFTWARE	02/01/24	151537	1,350.00
Total For Dept 000					<u>7,272.00</u>
Total For Fund 249 BUILDING DEPARTMENT					<u>7,272.00</u>

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 592 WATER/SEWER					
Dept 000					
592-000-801.000	PROFESSIONAL SERVICES	C2AE	02/01/24	75952	1,970.72
592-000-804.000	SCCMUA/SEWER	S. C. C. M. U. A.	02/01/24	STATEMENT	45,938.17
592-000-932.000	COMPUTER MAINTENANCE	VC3 INC.	02/01/24	136218	6,000.00
592-000-961.000	MISCELLANEOUS	EGLE- SWPF	02/09/24	761-11180557	2,000.00
			Total For Dept 000		55,908.89
			Total For Fund 592 WATER/SEWER		55,908.89

INVOICE GL DISTRIBUTION REPORT FOR CITY OF DEWITT
 EXP CHECK RUN DATES 01/19/2024 - 02/22/2024

BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: 01 - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 661 MOTOR POOL					
Dept 000					
661-000-751.001	GAS/OIL POLICE 50% OF GASOLINE	EISELER OIL COMPANY	02/01/24	265126	290.34
661-000-751.001	GAS/OIL POLICE 50% OF GASOLINE	EISELER OIL COMPANY	02/09/24	265219	98.83
661-000-751.003	DIESEL DPW 100% OF DIESEL	EISELER OIL COMPANY	02/01/24	265127	317.84
661-000-751.003	GAS/OIL DPW 50% OF GASOLINE	EISELER OIL COMPANY	02/01/24	265126	290.33
661-000-751.003	DIESEL DPW 100% OF DIESEL	EISELER OIL COMPANY	02/01/24	264976	499.97
661-000-751.003	DIESEL DPW 100% OF DIESEL	EISELER OIL COMPANY	02/09/24	265218	302.58
661-000-751.003	GAS/OIL DPW 50% OF GASOLINE	EISELER OIL COMPANY	02/09/24	265219	98.82
661-000-930.003	REPAIR/MAINTENANCE/DPW	FCI AUTOMATION	02/01/24	77596	17.22
661-000-930.003	REPAIR/MAINTENANCE/DPW	MEEKHOF TIRE SALES & SERV	02/01/24	24-0237888-205	1,216.58
661-000-930.003	REPAIR/MAINTENANCE/DPW	FCI AUTOMATION	02/09/24	78229	896.90
661-000-930.003	REPAIR/MAINTENANCE/DPW	FLEETPRIDE	02/09/24	114289005	15.97
661-000-930.003	REPAIR/MAINTENANCE/DPW	GILBERT'S TRUE VALUE HARDW	02/09/24	STATEMENT 01/31	52.04
661-000-930.003	REPAIR/MAINTENANCE/DPW	LUNGHAMER FORD	02/09/24	STATEMENT	546.34
Total For Dept 000					4,643.76
Total For Fund 661 MOTOR POOL					4,643.76

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
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Fund Totals:

Fund 101 GENERAL FUND	66,728.68
Fund 202 MAJOR STREET	767.04
Fund 203 LOCAL STREET	3,429.40
Fund 249 BUILDING DEPARTMENT	7,272.00
Fund 592 WATER/SEWER	55,908.89
Fund 661 MOTOR POOL	4,643.76

Total For All Funds:	138,749.77
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City of Dewitt:

Daily Management Report for 2/21/2024:

Invoice Type	YTD #	YTD \$	MTD #	MTD \$	Day #	Day \$	Paperless #	AutoPay #
Summer Tax	3	\$9,859.59	3	\$9,859.59	0	\$0.00	0	56
Winter Tax	135	\$127,922.44	100	\$98,687.06	0	\$0.00	0	64
Utility	835	\$118,436.20	21	\$3,909.27	2	\$273.80	999	577
Misc./General Receipts	47	\$8,134.90	17	\$3,097.00	2	\$470.00	0	0
Building Permits	34	\$6,029.00	17	\$3,136.00	4	\$432.00	0	0

Promoting Clinton County Businesses!

BUSINESS

EXPO 2024

Creating relationships with potential clients, partners, and industry peers!

**HOSTED BY THE
DEWITT AREA CHAMBER OF COMMERCE**

Sponsored by



SATURDAY, APRIL 20

10:00 am - 3:00 pm

Banquet & Conference Center of DeWitt

Local Business Exhibitor Booths · How to and Informational Seminars throughout the day

Free General Admission

All businesses are invited to participate.

For Sponsorship, Exhibitor Booth, or Seminar Information

Contact the Chamber Office at 517-624-2954 or Loretta@dewittareacc.org

www.dewittareacc.org

**DeWitt Area
Chamber of Commerce**

113 S Bridge St

DeWitt MI 48820



Vendor Registration Form

DeWitt Area Chamber of Commerce Business Expo

Business Name: _____

Contact Person _____

Mailing Address: _____

City _____ Zip Code _____ Phone _____

Email _____ Website _____

Tables Requested (Members \$100, Non-Members \$150) # _____ \$ _____

Sponsorship (\$300) Includes name on marketing materials, one table, seminar \$ _____

20 minute Seminar Topic _____

Please submit Registration Form with payment to
DeWitt Area Chamber Of Commerce, 113 S. Bridge Street, DeWitt MI 48820

Credit Card Payments accepted with 5% processing fee

Name on Card: _____

Address _____

City _____ Zip Code _____ Exp Date _____

Card Number _____ Security Code _____

Signature _____ Date _____



14th Annual

Charity **GOLF** Tournament

**Royal Scot Golf Course
4722 W Grand River, Lansing**

Tee Off 11:30 am

18 Holes with cart • Lunch on the Course • Light Dinner
Hole Challenges • Skins • Raffle • Great Goodie Bags



**DeWitt Area
Chamber of Commerce**

113 S Bridge St, DeWitt
517-624-2953 www.dewittareacc.org
Loretta@DeWittareacc.org

**DeWitt Area
Foundation**

The **DeWitt Area Chamber of Commerce** is a non-profit, volunteer organization created to support local businesses and enhance the quality of life throughout the community. The **DeWitt Chamber Foundation** is the charitable arm of the Chamber providing programs and events for residents and scholarships for students throughout Clinton County.

The **Foundation** has awarded over(50) \$1,000 scholarships over the past 13 years to students living or attending high school in Clinton County. We would like to continue these awards, therefore, your support is critical to our success.

The Annual Golf Outing is a great networking event to enjoy with friends, customers, and business partners.

We hope you will consider joining us for a great afternoon of fun, golf, and networking while supporting the scholarship programs which are so desperately needed.

SPONSORSHIP OPPORTUNITIES

GOLD SPONSOR (Limit 2) \$1,200: Name on Goodie bag, marketing materials, hole sign, (1) foursome, lunch & dinner tickets

BALL SPONSOR \$800: Logo on Golf Balls, marketing materials, hole sign, lunch and dinner tickets

SILVER SPONSOR \$750 Name on marketing materials, hole sign, (1) foursome, lunch and dinner tickets.

BRONZE SPONSOR \$550 Hole sign and (1) foursome with lunch and dinner tickets

HOLE SPONSOR \$200

Recognition at Outing, hole sign, hole setup for corporate display, (2) lunch and dinner tickets

RAFFLE PRIZE SPONSOR Recognition at the outing. You can donate a raffle item or donate \$50 and we will obtain the item on your behalf.

GOODIE BAG CONTENTS: Goodie bags are provided to all golfers. Bags include snacks, golf balls, and a small bag of personal items. Sponsors are invited to provide promotional items in the bag. These items must be received by June 14

FOURSOME: \$340: 18 holes of golf, cart, goodie bag, Lunch on the course, and light dinner

REGISTRATION DEADLINE JUNE 14

COMPANY OR TEAM NAME : _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

SPONSORSHIP LEVEL: GOLD (\$1,200) GOLF BALLS (800) SILVER (\$750) BRONZE (\$500) HOLE (\$200) \$_____

RAFFLE ITEM _____ or \$50 \$ _____

REGISTRATION: TEAM (\$340) or INDIVIDUAL (\$85) \$_____

PAYMENT INFORMATION

CHECK ENCLOSED VISA MASTERCARD (additional 5% charge for credit card payments) TOTAL CHARGE \$_____

NAME ON CARD: _____

CARD NUMBER: _____ SECURITY CODE _____

EXP DATE _____ Credit Card Billing Zip Code _____

SIGNATURE _____ DATE _____

Return Registration with payment to:

DeWitt Chamber Foundation ▪ 113 S Bridge Street ▪ DeWitt MI 48820

GMCA

OPEN HOUSE

LANSING CAMPUS



LOCATION

5836 EXECUTIVE DR.
LANSING, MI 48911

DATE

THURSDAY
FEBRUARY 15TH

TIME

5 - 6:30PM

CONTRACTORS:

Our winter open house is approaching and we want you to participate!

At the open house, you'll get the chance to:

- recruit future talent
- create awareness of your company
- inform others on the more in-depth details of your trade

Please contact us if you are planning to attend or have any questions or concerns.



CALL US



(855)832-8879



Official Newsletter of the DeWitt Area Chamber of Commerce

113 S Bridge Street, DeWitt 48820

Phone: 517-624-2953

Fax: 517-624-2948

Email: Loretta@dewittareacc.org

Website: www.dewittareacc.org

DeWitt Area Chamber of Commerce

March 6, 2024 Luncheon

Banquet & Conference Center of DeWitt

1120 Commerce Park Drive, DeWitt

Doors open: 11:30

Lunch: 12:00 noon

Presentation: 12:30

Be sure to bring a business card for a door prize drawing



Please RSVP by March 4 if you plan to attend. Cost \$10

The DeWitt Area Chamber of Commerce will welcome Nicole Noll-Williams, President & CEO, Capital Regional International Airport as our guest speaker. This will be a great opportunity to learn more about our local airport and plans for the future.

2024 DeWitt Chamber Events

March 6: Luncheon. Guest Speaker: Nicole Noll-Williams, President & CEO, Capital Regional International Airport

April 3: Luncheon. Guest Speaker: Jodi Schafer, Owner, Human Resource Services. Sponsored by The Plant Professionals.

April 20: Business Expo

May 1: Chamber Luncheon - Chief Ferguson, City Police Dept

June 5: Chamber Luncheon

June 21: 14th Annual Golf Outing

July 11, July 18, July 25, August 1, August 8: Concerts in the Park

August 7: Chamber Luncheon—Brian Calley

September 4: Chamber Luncheon-Annual meeting

October 2: Chamber Luncheon

October 19: Halloween Trick or Treat Trail

November: 6: Chamber Luncheon

December 4: Chamber Luncheon

December 5—7: Festival of Trees

December 7: Chamber Christmas Light Parade

Cost to attend DeWitt Chamber Luncheons is \$10 per meeting. \$150 Luncheon Sponsorships are available. Luncheon Sponsors will be provided 2 minutes to promote their business.

Please welcome . . .

Please welcome Michelle Sumner, Director of the Lansing Campus of the Greater Michigan Construction Academy to the DeWitt Chamber. The GMCA facilitates opportunities for career growth in the construction industry through continuing education programs targeting craft workers, foremen, supervisors, project managers, superintendents, and company management.



Greater Michigan Construction Academy
5836 Executive Drive, Lansing MI 48911
989-832-8879
email: m_sumner@gmcam.org

Member Spotlight

I posted this notice last week and never received one article for the member spotlight which is disappointing. The Chamber is doing its best to promote our members, but we cannot do it

Beginning next week, we will begin to spotlight Chamber Members. We did this in the past and are excited to bring this back. If you would like to have your business included the requirements are as follows:

- An article about your business. No more than 100 words including contact information.
- Picture or logo that you would like me to use.

There will be one spotlight each week and the spotlight article will be posted on Facebook as well. Articles will be published on a first come, first serve basis.



The DeWitt Chamber Board of Directors is doing its best to provide the business community a variety of opportunities to showcase products

and services to local residents. However, it takes engagement from the business community to make these events successful.

We are in the planning stages of a county-wide business expo which has the potential of showcasing all businesses within a community of thousands of people.

We would like to hear from you. Do you feel this type of event provides value to your business? Would you like to participate?

Loretta@dewittareacc.org

Please be aware. . .

Chief Ferguson spoke at the Senior Coffee today. He spoke about very troubling issues taking place in our community.

A few days ago there was a combined effort of officers from the city of DeWitt, DeWitt Township, and Bath Township to stop a vehicle whereas the occupants were believed to be stealing mail from mailboxes.

The suspects were finally caught. Arresting officers found 3,000 pieces of mail that had been stolen throughout the Mid-Michigan area.

When visiting the home of one of the suspects, the officers found multiple cars belonging to a used car dealer. This made it easier for the suspects to continue their activities as they were always driving a different car.

Thanks goodness for an alert DeWitt Resident who noticed the theft and contacted police right away.

The chief also talked about the Geek Squad. If you are contacted by the Geek Squad via phone, email, or text, it could be fraud. Many people have lost thousands of dollars. If you utilize Best Buy's Geek Squad, it is best to contact the store directly. **DO NOT OPEN EMAILS.** These hackers are sending emails about renewals, renewal invoices, and contacting people via phone asking for credit card information to renew subscriptions. **THIS IS FRAUD.**

On a final note, please be aware the Sleep Inn is now housing homeless people. The State of Michigan is paying the cost for this.

I have been told there are a lot of issues taking place at the hotel and around the hotel.

Lisa Stow and her family own property adjacent to the hotel, the banquet center, and Meijer. They continually have trespasses and theft has become an issue.

Meijer is having issues with an increased shoplifting.

Please be observant of your surroundings at all time. Even though DeWitt is a quiet community with few issues, we are located along a major interstate which seems to invite illegal activity.

A special to our police officers who protect our community!

