



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, August 24, 2026
7:00 P.M.

Call to Order City Council Meeting

Pledge of Allegiance

Approval of Agenda

Approval of Minutes August 10, 2026, 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 Administrator's Report

Old Business None

Special Presentation – 2026 Ox Roast Update – April Kirchen (No Staff Report)

New Business

1. Interlocal Agreement of Cemetery Excavation Services – City of DeWitt and DeWitt Charter Township

RECOMMENDED ACTION: Approval of the interlocal agreement with DeWitt Charter Township for the City of DeWitt to provide cemetery excavation services and authorize the Mayor and City Clerk to sign the agreement on behalf of the City of DeWitt.

2. Request for Consumption of Open Alcohol in the Right-of-Way During Farmers Market for Remainder of 2026 Season

RECOMMENDED ACTION: To approve the DDA Board of Directors request to allow for the consumption of alcohol per City Ordinance, Chapter 58, Article I, Section 58-1 as presented in the staff report dated August 20, 2026.

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: August 20, 2026.

Call to Order

The regular meeting of the DeWitt City Council was called to order at 7:01 p.m. by Mayor Leeming.

Pledge of Allegiance

Mayor Leeming led the pledge of allegiance.

Roll Call

Present: Mayor Leeming, Mayor Pro Tem Hunsaker, VanDyke, Whitman, Donohue, Kellogg, and Landgraf

Staff: Daniel Coss, City Administrator; Alyssa Ramirez, City Clerk; Bryan Curtis, Police Chief; and Brian Goodenough, Foster Swift

Audience – None

Approval of Agenda

Motion by Landgraf, seconded by VanDyke, and carried by unanimous vote of the Council to approve the August 10, 2026, meeting agenda.

Approval of Minutes

Motion by Whitman, seconded by Kellogg, and carried by unanimous vote of the Council to approve the July 27, 2026, meeting minutes. Mayor Leeming requested that audience members who sign in be included in all future minutes.

Public Comments – None

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 Administrator's Report

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

Old Business – None

New Business

1. LBWL Supplemental Water Extension Agreement Number 19

Motion by Donohue, seconded by Landgraf, and carried by unanimous vote to approve Supplemental Agreement Number 19 for Wildflower Meadows Extension between the City of DeWitt and the Lansing Board of Water and Light and authorize the Mayor and City Clerk to sign on behalf of the City of DeWitt.

2. Review Pay Application #2 – Farmers Market Project

Motion by Landgraf, seconded by VanDyke, and carried by unanimous vote to approve Pay Application #2 in the amount of \$76,220.00 and authorize payment to Carbon Six Construction of Grand Rapids.

3. **Review West Geneva Full-Width Culvert Replacement – 600 Block West Geneva**
Motion by Donohue, seconded by VanDyke, and carried by unanimous vote to approve Verlinde Excavating in the amount of \$10,060.00 to remove existing culvert on West Geneva and replace with new 15-inch culvert pipe with two flare ends, including all restoration.

4. **Charter Revision Discussion**

Discussion was had about what charter updates would look like versus a charter revision. Mayor Leeming proposed any additional questions from council members be reviewed by the first meeting in September.

5. **Certificate of Proclamation - Constitution Week**

Motion by Mayor Pro Tem Hunsaker, seconded by Donohue, and carried by unanimous vote of the council to proclaim September 17th through September 23rd as Constitution Week in the City of DeWitt.

Council/Staff Reports

Chief Curtis: Spoke to council about training that was held on July 28th that local emergency services attended and said it was successful and informative; stated his department's IT audit started today; and informed council that the police administrative assistant resigned and the position was posted.

Clerk Ramirez: Provided feedback to council about the August 4th primary election and commented on successful turnout.

DARA: Mayor Pro Tem Hunsaker said the DARA meeting needed to be rescheduled on account of election day and will meet 8/11/2026.

DDA: Mayor Leeming reminded council that the August DDA meeting is 8/11/2026.

Parks, Recreation, Cemetery, and Tree Commission: Regular meeting to be held 8/12/2026.

Councilmembers Donohue and Whitman: Expressed public safety concern for youths who ride electric bikes and scooters.

Councilmember VanDyke: Shared with councilmembers that he utilized the new pickleball courts and was pleased with them.

Councilmember Landgraf: Thanked staff, volunteers, and community members for making the Ox Roast a successful and memorable event year after year.

Adjournment

Motion by VanDyke, seconded by Whitman, and carried by unanimous vote to adjourn the meeting at 8:43 p.m.



CITY OF DEWITT

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

Respectfully submitted,

Alyssa Ramirez, City Clerk

Sue Leeming, Mayor

Ox Roast

The turnout for the Ox Roast was excellent. The parade route continues to be very popular and the events in Riverside Park were very well attended. There were no major incidents during the weekend events.

US27 Motor Tour

The US27 Motor Tour car show took place on Wednesday, August 19, and there was a great turnout downtown. Approximately 100 cars filled downtown. The tour brought 60 from Coldwater, so many of the cars joined DeWitt.

DALMAC, Wednesday/Thursday, August 26-27

The DALMAC riders will be coming through downtown on the mornings of Wednesday, August 26, and Thursday, August 27. Many of the riders on Wednesday stop in downtown to get breakfast, so if you are interested in greeting the riders, you can join Mayor Leeming and Mayor Pro-Tem Hunsaker downtown on Wednesday morning, around 8-8:30 am.

Street Repaving Work Began

The Local Street project started on Wednesday, August 19. The contractor has all of the streets milled and is starting to work on manhole adjustments and curb replacements. Paving is anticipated to start the week of August 31.

Quarterly DDA Business Meeting

The quarterly business owners meeting will be held on Thursday, August 27 at the Tin Cup at 5:30 pm.

General Information Packet

- General Ledger Report 08-07 to 08-20

August	
25 – Tuesday	Downtown DeWitt Farmers Market
27 – Thursday	Planning Commission Meeting
September	
Tuesdays	Downtown DeWitt Farmers Market
07 – Monday	Labor Day – City Hall Closed
08 – Tuesday	Downtown Development Authority Meeting
14 – Monday	City Council Meeting
21st to 25th	Fall Brush Pickup
24 – Thursday	Planning Commission Meeting
28 – Monday	City Council Meeting

Staff Report for Council Agenda Item

Agenda Item: NB #1
Meeting Date: August 24, 2026

TO: Mayor Leeming and Council Members

FROM: Dan Coss, City Administrator

DATE: August 20, 2026

RE: Interlocal Agreement of Cemetery Excavation Services – City of DeWitt and DeWitt Charter Township

FACTS: Attached for Council review is an interlocal agreement with DeWitt Charter Township to provide excavation services at their municipally owned cemeteries, Gunnisonville Cemetery and Hurd Cemetery.

The city will provide excavation of cemetery plots at a cost of \$300.00 per plot and, if needed, an extra staff member with a dump truck at an additional cost of \$200.00. The additional staff person and dump truck would only apply if township personnel and equipment are unavailable at the time of excavation. We do not anticipate this to occur, except on rare occasions.

The excavation services are intended to be done during normal business hours for the DPS Department (7 am – 3:30 pm), anytime spent working outside of those hours, the Township would reimburse for all actual costs.

This is an extension of the one-year agreement that was approved in 2025 by City Council. The agreement does include a 90-day termination clause.

From August of 2025 through August of 2026 the DPS dug seven (7) graves for the Township under this agreement, all without issue.

RECOMMENDED ACTION: Approval of the interlocal agreement with DeWitt Charter Township for the City of DeWitt to provide cemetery excavation services and authorize the Mayor and City Clerk to sign the agreement on behalf of the City of DeWitt with an expiration of August 25, 2027.

MOTION BY: _____ SECONDED BY: _____

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

INTERLOCAL AGREEMENT CEMETERY EXCAVATION SERVICES
CITY OF DEWITT AND DEWITT CHARTER TOWNSHIP

This Agreement ("Agreement") is entered into this _____ day of _____, 2026, by and between the **City of DeWitt** (the "City"), a municipal corporation, whose address is 414 E. Main St., DeWitt, Michigan 48820 and **DeWitt Charter Township** (the "Township"), a Charter Township organized and operating under the Charter Township Act, MCL 42.1, *et seq.*, as amended, whose address is 1401 W. Herbison Rd., DeWitt, Michigan 48820, collectively referred to as the "Parties."

RECITALS

WHEREAS, the City and the Township, pursuant to Act 7 of 1951, being MCL 124.501 *et seq.*, may enter into an agreement to provide cemetery excavation services, including but not limited to grave opening; and

WHEREAS, the Parties operate municipal cemeteries under the definition of Act 215 of 1937, being MCL 128.1 *et seq.*, and;

WHEREAS, the Parties seek to ensure proper care of their cemeteries and judicious use of taxpayer funds.

NOW, THEREFORE, the Parties agree as follows:

PROVISIONS

1. **Services.** The City shall provide grave opening services ("Services") in DeWitt Charter Township Cemeteries, subject to the following conditions:
 - a. Locations. Cemeteries are defined as Hurd Cemetery, located on DeWitt Road, north of Stoll Road, and Gunnisonville Cemetery, located at the intersection of Wood Road and Clark Road.
 - b. Burials. Services would include grave opening for traditional burials only, not cremains.
 - c. Township Sexton. Orders for grave openings would come from the Township Clerk's office. No other individual from the Township is authorized to request services from the City. Grave openings would be completed under the direction of the Township's Sexton or their delegate.
 - d. Gravesite Requirements. Township personnel must haul 50% of the dirt away from the site; 50% of the dirt will remain at the site. Township personnel will complete the backfill for the grave after opening is complete. Township must provide a charcoal thawer to prepare ground for digging in the winter months.

- e. Special Requirement. An open grave may require a trench box to prevent cave-ins. City and Township maintenance departments will negotiate the policies for use and purchase or manufacture of a trench box.
- f. Timing. The City requires, at minimum, 48 hours notice before a grave opening takes place. Grave openings shall take place at least 24 hours prior to service or funerary rite. For a service or funerary being held on a Monday, the grave opening shall be completed, no later than 2:00 pm on the previous Friday.

2. Payment and Billing.

- a. Fee. The Township will pay the City \$300 for each grave opening ordered. If needed, the City may provide a dump truck with additional personnel for an additional fee of \$200 per grave opened. Additional fees shall be calculated, based on the collective bargaining agreement wage chart in affect at the time, for any work done outside of normal business hours on overtime.
- b. Billing. The City will bill the Township monthly for any fees incurred, with an invoice that details the dates of the grave openings for record keeping purposes.

3. Term and Termination.

- a. Term. This Agreement shall take effect upon approval, and shall expire 12 months later, unless terminated earlier under this Agreement. This Agreement may be renewed for additional one-year periods upon the mutual written agreement of the Parties.
- b. Termination. This Agreement may be terminated by:
 - i. The mutual agreement of the Parties; or
 - ii. Upon ninety (90) days prior written notice by the City to the Township; or
 - iii. Upon ninety (90) days prior written notice by the Township to the City.
- c. Notice of Termination. Notice of termination must be sent by email, return receipt requested, and must state the termination date.

4. Insurance. The City shall maintain during the term of this Agreement and any subsequent renewal period liability insurance covering services provided by the City of the following types and limits.

- a. Workers' Compensation Insurance. During the term of this Agreement, and any subsequent renewal period, the City shall procure and maintain Workers'

Compensation Insurance, including employers' liability coverage in accordance with all applicable statutes of the State of Michigan.

- b. Commercial General Liability Insurance, with limits of liability not less than two million dollars (\$2,000,000) per occurrence, claim or incident and three million dollars (\$3,000,000) aggregate.
 - c. Professional Liability Insurance, with limits of liability not less than two million dollars (\$2,000,000) per occurrence, claim or incident, and three million dollars (\$3,000,000) aggregate.
 - d. Motor Vehicle Insurance, including Michigan No Fault coverage, with limits of liability to not less than two million dollars (\$2,000,000) per person and accident. Coverage shall include all owned vehicles, and all hired vehicles.
5. **Indemnity.** Except for the negligence or willful misconduct of the Township, its employees, and/or agents, to the fullest extent permitted by law, the City agrees to defend, indemnify and hold the Township harmless from any and all liability arising out of or in any way related to the City's performance of services during the term of the Agreement.
6. **No Joint Authority, Venture, or Enterprise.** This is an agreement for services. The Parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint authority, joint venture, or joint enterprise between the Parties. No employee, agent, or volunteer of a Party shall be considered an employee, agent, or volunteer of the other Party.
7. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties. All prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force or effect. The selection headings used herein are for convenience only and shall not be used in the construction or interpretation of this Agreement.
8. **Severability.** If any provision of this Agreement is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstance shall not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative, or unenforceable to any extent whatsoever and this Agreement shall otherwise remain in full force and effect.
9. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to any Party under this Agreement.
10. **Governing Law and Venue.** Both the City and the Township shall comply with all federal, state, local laws, rules, ordinances and regulations. This Agreement shall be construed under the laws of the State of Michigan. Any action arising out of or relating to this Agreement shall be filed in a court of competent jurisdiction in Clinton County, Michigan.

11. No Third-Party Beneficiaries. Nothing in this Agreement confers upon any third party any rights, remedies, obligations, or liabilities.

12. Notices. All notices, demands, and requests from the Parties shall be in writing and delivered in person or by certified mail, return receipt requested.

13. Amendment. This Agreement cannot be changed, modified, or discharged orally, but only by an agreement in writing, signed by the Parties.

IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be executed as of the date first written above.

City of DeWitt, a Michigan Municipal Corporation

By: _____
Its: Mayor

By: _____
Its: Clerk

DeWitt Charter Township, a Michigan Charter Township

By: _____
Its: Supervisor

By: _____
Its: Clerk

Staff Report for Council Agenda Item

Agenda Item: NB #2
Meeting Date: August 24, 2026

TO: Mayor Leeming and Council Members
FROM: Dan Coss, City Administrator
DATE: August 20, 2026
RE: Open Alcohol – Farmers Markets

FACTS: The DDA Board of Directors has formally requested that City Council consider allowing consumption of alcohol in the right-of-way's during Farmers Markets on Tuesdays from 3-7 pm for the remainder of the 2026 season.

If approved consumption of alcohol would be permitted on the following dates:

- August 25
- September 1,8,15,22&29
- October 6 (Fall Fest -Council approved previously)
- December 5 (Christmas Market – 2-6 pm) *

* Non-Farmers Market event

The limits of the consumption would be east side of intersection at Franklin and East Main to east side of intersection of Scott Street and West Main, south side of intersection of Washington and South Bridge to south side of intersection Jefferson and North Bridge Street.

RECOMMENDED ACTION: To approve the DDA Board of Directors request to allow for the consumption of alcohol per City Ordinance, Chapter 58, Article I, Section 58-1 as presented in the staff report dated August 20, 2026.

MOTION BY: _____ SECONDED BY: _____

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

INFORMATIONAL

CHECK REGISTER FOR DEWITT CITY

CHECK DATE 08/07/2026 - 08/20/2026

Check Date	Bank	Check	Vendor	BANK CODE: 01, POOL Vendor Name	Amount
Bank POOL POOLED CASH					
08/07/2026	POOL	641(A)	BNY	BANK OF NEW YORK MELLON	750.00
08/07/2026	POOL	642(A)	FOFANA	AMBER FOFANA	6.00
08/07/2026	POOL	643(A)	FREDS	FRED'S JERKY PRODUCTS	16.00
08/07/2026	POOL	644(A)	KEREKES	KEREKES FARMS LLC	15.00
08/07/2026	POOL	645(A)	MENARDS	MENARDS-LANSING WEST	277.65
08/07/2026	POOL	646(A)	MOTZ A	ANGELA MOTZ	32.00
08/07/2026	POOL	647(A)	RODRIGUEZA	ANDREA RODRIGUEZ	8.00
08/07/2026	POOL	648(A)	WESENBERG	ROSE WESENBERG	724.00
08/07/2026	POOL	649(A)	FREDS	FRED'S JERKY PRODUCTS	64.00
08/13/2026	POOL	651(E)	PITNEY BOW	PITNEY BOWES	1,017.00
08/13/2026	POOL	657(E)	APPLIED	APPLIED INNOVATIONS	142.38
08/13/2026	POOL	658(E)	GRANGER	GRANGER CONTAINER SERVICE, IN	32,195.84
08/13/2026	POOL	659(E)	THATCH	THATCH COMPUTER CONSULTING	2,707.09
08/13/2026	POOL	660(E)	VERIZON	VERIZON WIRELESS	465.66
08/13/2026	POOL	54361	AIS	INTERSTATE BILLING SERVICES,	4,182.57
08/13/2026	POOL	54362	ALTEC	ALTEC INDUSTRIES, INC.	443.50
08/13/2026	POOL	54363	AMERICAN	AMERICAN RENTALS	3.84
08/13/2026	POOL	54364	CARWASH EX	CARWASH EXPRESS INC.	320.00
08/13/2026	POOL	54365	GORDON CON	GORDON CONSTRUCTION	120,601.00
08/13/2026	POOL	54366	MAURERS	MAURER'S	153.60
08/13/2026	POOL	54367	BOYNTON	BOYNTON FIRE SAFETY SERVICES	570.00
08/13/2026	POOL	54368	BSAPAYMENT	BS&A SOFTWARE	639.00
08/13/2026	POOL	54369	C2AE	C2AE	6,968.46
08/13/2026	POOL	54370	CARBON	CARBON SIX CONSTRUCTION	76,698.00
08/13/2026	POOL	54371	CARRIER	CARRIER & GABLE, INC.	222.40
08/13/2026	POOL	54372	CARWASH EX	CARWASH EXPRESS INC.	140.00
08/13/2026	POOL	54373	DAKOTA	DAKOTA KOENIGSKNECHT	300.00
08/13/2026	POOL	54374	DAZZLE	DAZZLE CLEANING SERVICE	286.20
08/13/2026	POOL	54375	DELAU	DELAU FIRE SERVICES	900.00
08/13/2026	POOL	54376	DENICE SMI	SMITH, DENICE M	209.50
08/13/2026	POOL	54377	DEWCHARTER	DEWITT CHARTER TOWNSHIP	4,173.40
08/13/2026	POOL	54378	DEWITTSERV	DEWITT SERVICE CENTER	119.95
08/13/2026	POOL	54379	EISELER	EISELER OIL COMPANY	3,183.64
08/13/2026	POOL	54380	FOSTER	FOSTER SWIFT	2,093.00
08/13/2026	POOL	54381	GARDEN	DEWITT MILLENNIUM GARDEN CLUB	1,724.86
08/13/2026	POOL	54382	GARDEN	DEWITT MILLENNIUM GARDEN CLUB	2,445.00
08/13/2026	POOL	54383	GASAXEGARA	GAS AXE GARAGE	4,948.03
08/13/2026	POOL	54384	GILBERT	GILBERT'S TRUE VALUE HARDWARE	604.50
08/13/2026	POOL	54385	GREEN	JOHN E. GREEN COMPANY	268.89
08/13/2026	POOL	54386	HALLMANLIN	HALLMAN LINDSAY PAINTS	441.56
08/13/2026	POOL	54387	HAMMOND	HAMMOND FARMS NORTH	540.00
08/13/2026	POOL	54388	JET	JET SPEED PRINTING	158.00
08/13/2026	POOL	54389	KAMINS	KAMINS AUTO PARTS	39.06
08/13/2026	POOL	54390	MATTHEWSAN	MATTHEWS, ANGELA	300.00
08/13/2026	POOL	54391	MAURERS	MAURER'S	268.60
08/13/2026	POOL	54392	MCSA GROUP	MCSA GROUP	7,033.54
08/13/2026	POOL	54393	MURDOCK	BEN MURDOCK	300.00
08/13/2026	POOL	54394	NUNHAM	MICHAEL NUNHAM	300.00
08/13/2026	POOL	54395	PARALLEL	PARALLEL CONTRACTING, INC.	2,722.20
08/13/2026	POOL	54396	PAULI	PAULI FORD MERCURY	292.70
08/13/2026	POOL	54397	PE OFFICE	PE OFFICE SOLUTIONS	680.00
08/13/2026	POOL	54398	PROTECH	PRO-TECH SECURITY SALES	1,108.00
08/13/2026	POOL	54399	REFUNDDEP	SIMON, JILL	150.00
08/13/2026	POOL	54400	REFUNDDEP	DOWDY, STACY	150.00
08/13/2026	POOL	54401	REFUNDDEP	MCGOVNEY, MARJORIE A	150.00
08/13/2026	POOL	54402	REFUNDDEP	CASTILLO, SHERRY	150.00
08/13/2026	POOL	54403	SANITARY	LANSING SANITARY SUPPLY, INC.	404.26
08/13/2026	POOL	54404	SCCMUA	S. C. C. M. U. A.	58,885.04
08/13/2026	POOL	54405	SPLASH	SPLASH N WASH	187.50
08/13/2026	POOL	54406	WATSON	ROBERT WATSON	319.97
08/13/2026	POOL	54407	WBI	WBI, INC.	28.80
08/14/2026	POOL	652(A)	CHEESE	THE CHEESE PEOPLE OF GR	50.00
08/14/2026	POOL	653(A)	GAIA GREEN	GAIA GREEN ORGANICS	14.00
08/14/2026	POOL	654(A)	MENARDS	MENARDS-LANSING WEST	107.88
08/14/2026	POOL	655(A)	MOTZ A	ANGELA MOTZ	12.00
08/14/2026	POOL	656(A)	WESENBERG	ROSE WESENBERG	195.00

POOL TOTALS:

Total of 66 Checks: 345,608.07
Less 0 Void Checks: 0.00