



**AGENDA
CITY OF LAPEER
CITY COMMISSION
576 LIBERTY PARK, LAPEER, MI 48446
MAY 20, 2024**

6:30 P.M. CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MAY 20, 2024, AGENDA

A. MINUTES:

1. Minutes of the Regular meeting held May 6, 2024.

B. PUBLIC COMMENTS:

1. Lapeer County Commissioner - Brad Haggadone.

C. CONSENT AGENDA:

1. Uniform Video Service Local Franchise Agreement – Direct TV.
2. Fixed Asset Disposal – 1991 Ford F350 Brush Truck – Fire Department.
3. Fixed Asset Disposal – 2018 Ford Utility – Building Department.
4. Fixed Asset Disposal – 2016 Ford Utility – DPW.
5. Fixed Asset Disposal – 2016 Case Backhoe with attachments - DPW.
6. Fixed Asset Disposal – 2016 Komatsu Wheeled Loader - DPW.
7. Fixed Asset Disposal – 2005 Cummins Onan Generator 100kw - DPW.
8. Special Event – Great Lakes Music Studio Recital – Annrook Park – June 2, 2024.
9. Special Event – American Legion Post – Memorial Day Parade – May 27, 2024.
10. DTE Easement Right of Way – John Conley - L20-83-358-080-40.
11. Delinquent Special Assessments – add to 2024 Tax Roll.
12. Boundary Transfer - 35 S. Court Street and 130 Howard St.
13. Charitable Gaming License – Love Inc.

SUGGESTED MOTION:

Approve the Consent Agenda for May 20, 2024.

D. BILL LISTING:

1. Bill Listing for May 20, 2024.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the Bill Listing for May 20, 2024, in the amount of \$407,908.18.

E. PROCLAMATIONS, RECOGNITIONS AND RESOLUTIONS:

F. PUBLIC HEARINGS:

G. ADMINISTRATIVE REPORTS:

1. Budget Amendment for FY2023-24.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the budget amendment for FY23-24, as presented.

2. Commitment to Purchase – Caterpillar (Cat) Loader.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the commitment to purchase a Caterpillar Loader, not to exceed \$255,000, and authorize the Department of Public Works Director or City Manager to sign on behalf of the City.

3. Rowden Park Pathway Project – Additions to Scope - Spark Grant.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve adding additional scope items to the Rowden Park Linear Pathway Project funded by the Spark Grant, not to exceed \$389,685.20, the remaining grant balance.

4. Sidewalk Repair and Replacement – Precision Concrete Cutting.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the contract with Precision Concrete Cutting for sidewalk repair and replacement, not to exceed \$35,000, and authorize the Department of Public Works Director or City Manager to sign on behalf of the City.

5. Parking Lot #5 – T.G. Priehs Asphalt

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the proposal from T.G. Priehs Asphalt, as presented for Parking Lot #5; repave, drainage improvements, and green space creation, not to exceed \$271,850.00, and authorize the Department of Public Works Director or City Manager to sign on behalf of the City.

H. CITY MANAGER'S REPORT:

1. Freshwater Gardens.
2. Various matters.

I. CITY ATTORNEY'S REPORT:

1. Various matters.

J. UNFINISHED BUSINESS:

1. Appointments to Boards and Commissions.

K. DEPARTMENTAL COMMUNICATIONS:

1. Monthly Departmental Reports.

L. PUBLIC COMMENTS:

M. CLOSING COMMENTS:

1. Commissioners.
2. City Manager.
3. Mayor.

N. REMINDER OF MEETINGS:

Next City Commission Meeting: **MONDAY, JUNE 3, 2024, Regular**

O. REMINDER OF PUBLIC HEARINGS:

ADJOURNMENT

MATERIAL TRANSMITTAL

Notice: Persons with disabilities needing accommodations for effective participation through electronic means in this meeting should contact the City Clerk at (810) 664-5231 or by email at clerk@ci.lapeer.mi.us at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

**LAPEER CITY COMMISSION
MINUTES OF A REGULAR MEETING
MAY 6, 2024**

A regular meeting of the Lapeer City Commission was held May 6, 2024, at the Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan. The meeting was called to order at 6:30 p.m.

ROLL CALL

Present: Mayor Marquardt.

Commissioners: Atwood, Brady, Glisman, Petrie, Swindell.

Absent: None.

City Manager: Mike Womack, present.

City Attorney: T. Allen Francis, present.

Mayor Marquardt led the Pledge of Allegiance.

100 2024 05-06 AGENDA APPROVAL

Moved by Glisman. Seconded by Brady.

Approve the Agenda for May 6, 2024, as presented.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

101 2024 05-06 MINUTES

Moved by Glisman. Seconded by Swindell.

Approve the minutes of the regular meeting held April 15, 2024, with correction to motion 96 2024 04-15 Moved by Brady Glisman (corrected on 05-06-24).

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

PUBLIC COMMENTS

Boris and Yana Yakubchik gave a presentation on traffic calming.

Mindy Schwab, a member of the DDA, gave an update on events and happenings of the Downtown Development Authority and gave an invocation.

Michael Higgins, 334 Old Farm Lane, spoke about a marihuana odor petition that residents of Andrew's River Estates have signed.

Iselda Esquivel, Wayne State University's AmeriCorps Urban Safety Program, spoke about their water filter education project for residents of the city.

Tim Denney spoke about the marihuana businesses.

102 2024 05-06 CONSENT AGENDA

Moved by Atwood. Seconded by Swindell.

Approve the consent agenda for May 6, 2024, as presented:

1. Special Event: Lapeer Community Schools – Swing Out – June 4, 2024.
2. Downtown Development Authority Operating Budget FY2024-2025.
3. City of Lapeer component Units FY2024-25 and FY2023-24 Amendments (LDFA, TIFA, EDC).

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

103 2024 05-06 BILL LISTING

Moved by Brady. Seconded by Petrie.

Approve the bill listing for May 6, 2024, in the amount of \$316,000.14.

ON A ROLL CALL VOTE.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

PROCLAMATION, RECOGNITIONS AND RESOLUTIONS:

104 2024 05-06 PROCLAMATION – RECOGNITION OF DR. MARK BRANIECKI

Moved by Glisman. Seconded by Petrie.

Adopt the proclamation in recognition of Dr. Mark Braniecki for his dedication to the City of Lapeer and the Lapeer Community.

**CITY OF LAPEER
Proclamation
In Recognition of Dr. Mark Braniecki**

WHEREAS, Dr. Mark Braniecki, has dedicated 35 years of his life to the Lapeer Community; and

WHEREAS, Dr. Braniecki has been practicing medicine in the City of Lapeer since 1989; and

WHEREAS, Dr. Braniecki has served the community as a pediatrician and that time was marked by exemplary and energetic leadership; and

WHEREAS, Dr. Braniecki has provided conscientious, responsible, and professional service to his patients and leaves those in the Lapeer community proud to have known him and where his presence in the community will be missed.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Debbie Marquardt, and the Lapeer City Commission, on behalf of the people of the City of Lapeer express gratitude and deep appreciation to Dr. Braniecki for his efforts and devotion to our community and wish him continued success in his retirement.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

PUBLIC HEARING

105 2024 05-06 FY2024-2025 BUDGET – PUBLIC HEARING

Mayor Marquardt opened the public hearing at 6:55 p.m.

There being no comments from the audience, the public hearing was closed at 6:56 p.m.

Moved by Swindell. Seconded by Brady.

Adopt the Budget Resolution of the City of Lapeer for the Fiscal Year 2024-2025 and make appropriations therefore, and the first year of the proposed Capital Improvement Program FY 2024-2025 through FY 2029-2030.

**RESOLUTION #2024-10
GENERAL APPROPRIATIONS ACT**

**RESOLUTION TO ADOPT THE BUDGET
OF THE CITY OF LAPEER FOR THE FISCAL YEAR
JULY 1, 2024, TO JUNE 30, 2025
AND TO MAKE APPROPRIATIONS THEREFORE**

WHEREAS, the City Charter requires: That the City Manager submit a budget proposal with his recommendation to the City Commission; that a public hearing be held on said budget proposal; that the City Commission by resolution adopt a budget for the ensuing fiscal year, making an appropriation of the money needed therefore, and designating the sum to be raised by taxation; and

WHEREAS, the City Manager has submitted said budget and recommendations along with the proposed tax millage to be levied and a public hearing has been held thereon:

NOW, THEREFORE, BE IT RESOLVED as provided in the City Charter, and in conformity to Public Act 621 of 1978, the Uniform Budgeting and Accounting Act, that the budgets attached hereto and made a part hereof by reference are hereby considered and adopted, to be administered on fund level, as the budgets of the City of Lapeer to cover the operations and expenditures thereof for the fiscal year July 1, 2024, to June 30, 2025.

BE IT FURTHER RESOLVED that in addition to the levy of a City Income Tax in accordance with the State's Uniform City Income Tax Act, the sum of \$3,452,000 be raised by taxation from the levy of 9.8000 mills on the ad Valorum tax roll and 4.9000 mills on the IFT tax roll for operations on the assessed value of all real and personal property in the City as follows:

General Operation.....	9.8000 mills	\$3,440,000
General Operation.....	4.9000 mills	\$ 12,000

BE IT FURTHER RESOLVED that the City Manager be authorized to transfer necessary amounts between activities (departments) within a fund and up to \$5,000 between funds.

BE IT FURTHER RESOLVED that a copy of this budget resolution be furnished to the City Assessor, who together with the City Treasurer, shall then proceed to assess and collect the taxes in accordance with the City Charter and State Statutes.

ON A ROLL CALL VOTE.

Ayes: Brady, Glisman, Petrie, Swindell, Atwood.

Nays: None.

MOTION CARRIED. RESOLUTION DECLARED ADOPTED.

ADMINISTRATIVE REPORTS:

106 2024 05-06 CITY OF LAPEER FEE SCHEDULE

Moved by Petrie. Seconded by Glisman.

Approve the City of Lapeer Fee Schedule, effective July 1, 2024, as presented.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

107 2024 05-06 MT. HOPE CEMETERY ROAD REPAIR

Moved by Glisman. Seconded by Swindell.

Approve the proposal from T.G. Priehs for the repair and re-pavement of several roads at Mt. Hope Cemetery, for a cost not to exceed \$98,900. and authorize the Director of Parks, Recreation, and Cemetery to work on the project agreement.

ON A ROLL CALL VOTE:

Ayes: Glisman, Petrie, Swindell, Atwood, Brady.

Nays: None.

MOTION CARRIED.

108 2024 05-06 COUNTY PAVILION LEASE AGREEMENT

Moved by Brady. Seconded by Swindell.

Approve the lease agreement with the County of Lapeer for the County Pavilion for a five-year term, May 2024 through May 2029, and authorize the Mayor and City Manager to sign on behalf of the City of Lapeer.

ON A ROLL CALL VOTE:

Ayes: Brady, Glisman, Petrie, Swindell, Atwood.

Nays: None.

MOTION CARRIED.

109 2024 05-06 SPECIAL EVENT: HISTORIC FARMERS MARKET

Moved by Brady. Seconded by Atwood.

Approve the Special Event for the Historic Farmers Market to be held on Wednesdays & Saturdays from 9 am - 3 pm from May through October 2024.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

CITY MANAGER'S REPORT

City Manager Womack commented that he has been returning emails now that he has returned. Chief Vogt did an excellent job along with all City staff in his absence. He and the City Attorney work great together and have been working together on several items. Appreciates the passage of the budget tonight; it's a solid budget invested in infrastructure. Feels the City is heading in the right direction.

CITY ATTORNEY'S REPORT

City Attorney Francis stated that there will be items in the near future that he will be providing updates on, however, he does not have any this evening. Communication with the City Manager and Department Heads is going well. Asked if the Commission had any questions this evening.

UNFINISHED BUSINESS

None.

DEPARTMENTAL REPORTS

The DDA Monthly Departmental Report, Quarterly Financial Report, and the Quarterly Investment Reports were received into the record.

PUBLIC COMMENTS

Bryan Cloutier spoke about planning, zoning, and code enforcement relating to marihuana businesses.

MAYOR/COMMISSIONER COMMENTS

Commissioner Glisman: Looking forward to working with Director R. Church and all the members of the cemetery board. She visited Mt. Hope Cemetery, and it certainly does need road improvement, thanked all those involved in increasing the budget for the repairs. After the winter it could use some sprucing up and hopes the community will get involved in helping. She takes historical preservation seriously and feels the cemetery can reflect on the heritage and families of Lapeer. Hopes to find graves of American Veterans and honor the commitment they made to the community.

Commissioner Petrie: Welcomed City Attorney Francis, glad to have him here. Welcomed the members of the audience for coming tonight. Thanked Boris Yakubchik for bringing his ideas to the Commission. Thanked Chief Vogt for all the extra he has done. Always says a prayer for everyone involved when she hears sirens. Wants to set the record straight regarding a comment made in sound off, it is not a waste of money to have the City Attorney in attendance at Commission meetings.

Commissioner Swindell: The weather is warming up and more and more people are outside; many people are downtown at the car show; be careful and watch for pedestrians all around. Loves the beautification idea that was presented this evening. May is Ehlers-Danlos Syndrome month, which both she and her son have. Recently met with a group of kids at the high school who have the same thing, they asked that people be aware of this syndrome and want to bring awareness to it.

Commissioner Atwood: Thanked Chief Vogt for stepping in while Mr. Womack was out. Thanked the staff for working so hard on the budget together. Thanked the audience for their public comments. This is the first time a resident brought a project to the commission who is willing to do the work.

City Manager Womack: Road diets are something he is interested in, not sure if the suggestion tonight will work because of the Michigan Manual on Uniform Traffic Control Devices (MMUTCD), however, there are certainly ways to make the city more pedestrian-friendly and slow down traffic. We love art and recommend Mr. Yakubchik introduce his wife to the DDA director. Stated that he believes Mr. Cloutier is correct that the city has some work to do on planning and zoning especially related to marihuana. Recommends Commissioner Glisman visit the City of Brighton's cemetery as they have a self-walking tour. He visited Japan on his vacation and appreciated having the time off.

Mayor Marquardt: Rowden Park will be closed until May 22, 2024. Read the list of local events taking place around the community. Congratulated Clerk Sanchez on her advancement to Michigan Professional Municipal Clerk (MiPMC) Level 3 with the Michigan Association of Municipal Clerks; thanked her for dedication to the City of Lapeer and appreciates all she does. Wants everyone to be aware that steps are being taken regarding the marihuana grow facilities. Thanked Chief Vogt for all he did while serving as acting City Manager during Mr. Womack's vacation. Feels the budget and CIP were well done and happy that both were adopted.

110 2024 05-06 ADJOURNMENT

Having no further business, Mayor Marquardt adjourned the regular meeting at 7:24 p.m.

Debbie Marquardt, Mayor

Romona Sanchez, City Clerk



ITEM C-1

To: Mike Womack, City Manager
From: Romona Sanchez, City Clerk
Date: May 10, 2024
RE: Uniform Video Service Local Franchise Agreement

STAFF RECOMMENDATION

Approve the Uniform Video Service Local Franchise Agreement and authorize the City Manager to sign said Agreement.

CURRENT OR NEW INFORMATION

DirectTV is filing for the Uniform Video Service Local Franchise Agreement under the terms and conditions of the uniform agreement established by the State of Michigan. Michigan legislature passed Uniform Video Services Franchise Act (2006 Public Act 480) which became effective January 1, 2007. The last renewal request by DirectTV was in August 2021.

The Franchise Fees to be requested by the City will remain at 5% which is the full amount allowable. The PEG Fees will remain at 0% as the City does not operate a PEG channel on the cable system.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

None.

AGENDA ITEM REVIEW

Meeting Date:	May 20, 2024	Date Reviewed:	May 13, 2024
Consent:	X		
Administrative:		Reviewed By:	D. Jansen, Deputy Clerk
Public Hearing:			



Scott J. Alexander
Senior Director – External Affairs
2260 E. Imperial Highway
El Segundo, California 90245
(214) 202-3185
scott.alexander@directv.com

March 1, 2024

Via Electronic Delivery

Romona Sanchez, Clerk
City of Lapeer
576 Liberty Park
Lapeer, Michigan 48846

Dear Ms. Sanchez:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, DIRECTV, LLC ("DIRECTV"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the City of Lapeer, a Michigan municipal corporation (the "Franchising Entity") and DIRECTV (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between DIRECTV and the City of Lapeer dated December 1, 2014 ("Initial Agreement").

The enclosed filing includes the standard form agreement approved by and required for use by the Commission. In the Initial Agreement, a video service provider fee of 5% and a PEG Fee of 0% were established. The same fees are included in the Renewed Agreement.

If there are any questions concerning the enclosed filing, please contact me at (214) 202-3185.

A handwritten signature in black ink, appearing to read "Scott J. Alexander".

Scott J. Alexander
Senior Director – External Affairs

This Page is Intentionally Blank

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Lapeer, a Michigan municipal corporation (the "Franchising Entity"), and DIRECTV, LLC, a California corporation doing business as DIRECTV, LLC.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____ % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of Lapeer:

DIRECTV, LLC

576 Liberty Park

2260 E. Imperial Highway

Lapeer, Michigan 48846

El Segundo, California 90245

Attn: City Clerk

Attn: LEGAL / EXTERNAL AFFAIRS
Scott J. Alexander, Senior Director – External
Affairs

(cc: City Manager; Director of Financial
Services)

E-Mail Address: rsanchez@ci.lapeer.mi.us

E-Mail Address: scott.alexander@directv.com

(cc: dkerbyson@ci.lapeer.mi.us;
finance@ci.lapeer.mi.us)

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement** are subject to all valid and enforceable provisions of the Act.
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity** are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Lapeer, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

DIRECTV, LLC, a California limited liability company

By



Print Name

Scott J. Alexander

Title

Senior Director – External Affairs

Address

2260 E. Imperial Highway

City, State, Zip

El Segundo, California 90245

Phone

(214) 202-3185

Fax

None

Email

scott.alexander@directv.com

FRANCHISE AGREEMENT

(Franchising Entity to Complete)

Date submitted:

Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)
(Form must be typed)

Date: March 1, 2024		
Applicant's Name: DIRECTV, LLC		
Address 1: 2260 E. Imperial Highway		
Address 2:		Phone: (310) 612-6886
City: El Segundo	State: California	Zip: 90245
Federal I.D. No. (FEIN): 95-4511940		

Company executive officers:

Name(s): Brian M. Regan
Title(s): Senior Vice President and Assistant Secretary

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Scott J. Alexander or his designee(s)		
Title: Senior Director - External Affairs		
Address: 2260 E. Imperial Highway, El Segundo, California 90245		
Phone: (214) 202-3185	Fax: None	Email: scott.alexander@directv.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

DIRECTV, LLC

SEE ATTACHED MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the City of Lapeer, and such boundaries are overlaid onto a map with the municipal boundaries of the City of Lapeer.

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

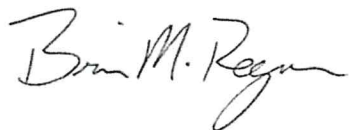
For All Applications:

***Verification
(Provider)***

I, Brian M. Regan, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Brian M. Regan, Senior Vice President and Assistant Secretary

Signature:



Date: March 1, 2024

(Franchising Entity)

City of Lapeer, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

DIRECTV, LLC
Uniform Video Service Local Franchise Agreement
City of Lapeer
March 1, 2024

ATTACHMENT A

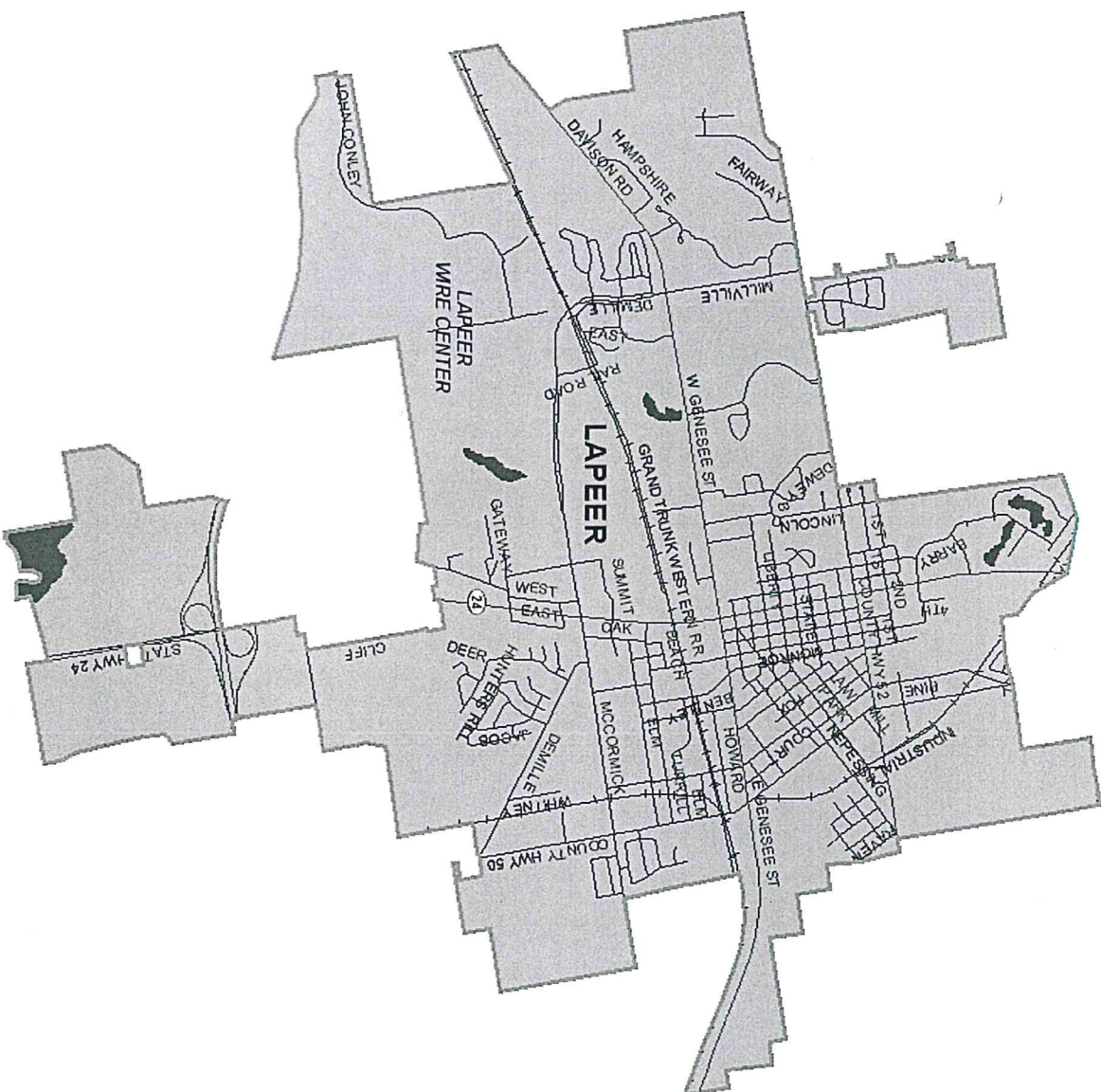
Cover + 1 Page

Lapeer, Michigan

Description of DIRECTV, LLC Video Service Area Footprint:
The Entire City of Lapeer

ATTACHMENT A TO ATTACHMENT 1 OF THE
VIDEO SERVICES FRANCHISE AGREEMENT
BETWEEN THE CITY OF LAPEER
AND DIRECTV, LLC

- Legend**
- Roads
 - Railroads
 - Municipal Boundary Lines
 - AT&T Michigan Wire Center Bounds



Note: The street names of certain municipal boundary lines may not appear.



Interoffice Memo

ITEM C-2

To: Mike Womack, City Manager
From: Jeff Graham, Director of Public Works
Date: May 14, 2024
RE: Sale of 1991 Ford F 350 Brush Truck

STAFF RECOMMENDATION

It is recommended that the City Commission approve the sale of the 1991 Ford Brush Truck.

CURRENT OR NEW INFORMATION

The Department of Public Works is requesting permission to sell a 1991 Ford F350 Brush Truck. Estimated value of \$11,000 to \$26,000 dollars Unit number is #141 City Asset # is 300059. This item will be replaced with F350 2023 Brush Truck in CIP 2023/2024. In approving this item for disposal, it will be sold on an auction site through Govdeals.

EQUIPMENT: 1991 FORD F350
Department: Fire Dept
Year: 1991
Vin: 2FDKF38M7MCA25410
CITY ASSET: #300059

AGENDA ITEM REVIEW

Meeting Date: May 20, 2024
Consent: X
Administrative:
Public Hearing:

Date Reviewed: May 15, 2024
Reviewed By: D. Jansen, Deputy Clerk



Interoffice Memo

ITEM C-3

To: Mike Womack, City Manager
From: Jeff Graham, Director of Public Works
Date: May 14, 2024
RE: Sale of 2018 Ford Utility

STAFF RECOMMENDATION

It is recommended that the City Commission approve the sale of 2018 Ford Utility.

CURRENT OR NEW INFORMATION

The Department of Public Works is requesting permission to sell 2018 Ford utility. Estimated value of \$6,700 to \$10,000 dollars. Unit number is #14 City Asset # is 300013. This item will be replaced by F250 asset number #300020 transfer from the Water Dept. In approving this item for disposal, it will be sold on an auction site through Govdeals.

EQUIPMENT: 2018 FORD UTILITY
Department: Building Dept
Year: 2018
Vin: 1FM5K8ARXJGB19433
CITY ASSET: #300013

AGENDA ITEM REVIEW

Meeting Date: May 20, 2024
Consent: X
Administrative:
Public Hearing:

Date Reviewed: May 15, 2024

Reviewed By: D. Jansen, Deputy Clerk



Interoffice Memo

ITEM C-4

To: Mike Womack, City Manager
From: Jeff Graham, Director of Public Works
Date: May 14, 2024
RE: Sale of 2016 Ford Utility

STAFF RECOMMENDATION

It is recommended that the City Commission approve the sale of 2016 Ford Utility.

CURRENT OR NEW INFORMATION

The Department of Public Works is requesting permission to sell 2016 Ford utility. Estimated value of \$5,000 to \$9,000 dollars. Unit number is #26 City Asset # is 300012. This item was replaced with #18 asset number 300065. In approving this item for disposal, it will be sold on an auction site through Govdeals.

EQUIPMENT: 2016 FORD UTILITY
Department: DPW
Year: 2016
Vin: 1FM5K8AR3GGC08091
CITY ASSET: #300012

AGENDA ITEM REVIEW

Meeting Date: May 20, 2024
Consent: X
Administrative:
Public Hearing:

Date Reviewed: May 15, 2024
Reviewed By: D. Jansen, Deputy Clerk



Interoffice Memo

ITEM C-5

To: Mike Womack, City Manager
From: Jeff Graham, Director of Public Works
Date: May 14, 2024
RE: Sale of 2016 Case Backhoe with attachments

STAFF RECOMMENDATION

It is recommended that the City Commission approve the sale of the 2016 Case Backhoe with attachments.

CURRENT OR NEW INFORMATION

The Department of Public Works is requesting permission to sell the 2016 Case Backhoe with attachments. Estimated value of \$55,000 to \$60,000 dollars. Unit number is #3 City Asset is #400003 and will be replaced with 2024/2025 CIP mini excavator. This item will be sold with attachments 309, 310, 311 with asset numbers 200036, 200015, 200016. In approving this item for disposal, it will be sold on an auction site through Govdeals.

EQUIPMENT: 2016 CASE BACKHOE WITH ATTACHMENTS
Department: DPW
Year: #3, 309, 310, 311 2016
Vin: # JJGN59SNHFC724253
CITY ASSET: #400003, 200036, 200015, 200016

AGENDA ITEM REVIEW

Meeting Date: May 20, 2024
Consent: X
Administrative:
Public Hearing:

Date Reviewed: May 15, 2024

Reviewed By: D. Jansen, Deputy Clerk



Interoffice Memo

ITEM C-6

To: Mike Womack, City Manager
From: Jeff Graham, Director of Public Works
Date: May 14, 2024
RE: Sale of 2016 Komatsu Wheeled Loader

STAFF RECOMMENDATION

It is recommended that the City Commission approve the sale of the 2016 Komatsu wheeled loader.

CURRENT OR NEW INFORMATION

The Department of Public Works is requesting permission to sell the 2016 Komatsu wheeled loader. Estimated value of \$85,000 to \$90,000 dollars. Unit number is #36 City Asset # is #400002 and will be replaced with 2024/2025 CIP. This is being sold due to the number of repairs that may be coming in near future and the ability to perform the task that the new loader will be handling. In approving this item for disposal, it will be sold on an auction site through Govdeals.

EQUIPMENT: 2016 KOMATSU WHEELED LOADER
Department: DPW
Year: #36 2016
Vin: # KMTWA126VGA081264
CITY ASSET: #400002

AGENDA ITEM REVIEW

Meeting Date: May 20, 2024
Consent: X
Administrative:
Public Hearing:

Date Reviewed: May 15, 2024

Reviewed By: D. Jansen, Deputy Clerk



Interoffice Memo

ITEM C-7

To: Mike Womack, City Manager
From: Jeff Graham, Director of Public Works
Date: May 14, 2024
RE: Sale of 2005 Cummins Onan Generator 100kw

STAFF RECOMMENDATION

It is recommended that the City Commission approve the sale of Asset #307 Cummins Onan 100kw Generator.

CURRENT OR NEW INFORMATION

The Department of Public Works is requesting permission to sell 2005 Cummins Onan 100kw generator. Estimated value of \$8,000 to \$10,000 dollars. Unit number is #307 City Asset # is 300035. In approving this item for disposal, it will be sold on an auction site through Govdeals.

EQUIPMENT: CUMMINS ONAN 100KW GENERATOR

Department: DPW

Year: #307

Vin:

CITY ASSET: #300035

AGENDA ITEM REVIEW

Meeting Date: May 20, 2024

Consent: X

Administrative:

Public Hearing:

Date Reviewed: May 15, 2024

Reviewed By: D. Jansen, Deputy Clerk

To: Michael Womack, City Manager
From: Jeremy Howe – Chief of Police
Date: May 14, 2024
RE: Special Event – Music Recital Annrook Park

STAFF RECOMMENDATION

Approve the event.

CURRENT OR NEW INFORMATION

We have received a request from Great Lakes Music Studio to hold a music recital in Annrook Park on June 2, 2024 from 12pm to 7pm. The event will consist of music by individual student performers and bands, games and food. Event organizers are requesting eight picnic tables and electricity. The park/pavilion have been reserved. The event is expected to bring 200 attendees.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

Annual event.

AGENDA ITEM REVIEW

Meeting Date: 5/20/2024

Consent: X

Administrative:

Public Hearing:

Date Reviewed: May 15, 2024

Reviewed By: D. Jansen, Deputy Clerk

City of Lapeer SPECIAL EVENT APPLICATION (SEA)

RECEIVED

APR 26 2024

CITY MANAGER
LAPEER MI



DIRECTIONS: Complete this application in accordance with the City of Lapeer Special Events Ordinance and Regulations, and return it to the either Parks & Rec department (for events at a City Park) or to the City Manager's Office at least 30 Calendar days prior to the starting date of the event.

If you are requesting an event to take place in a CITY PARK, YOU MUST SUBMIT YOUR SEA DIRECTLY TO THE PARKS & RECS DEPARTMENT Sara Tilley Stilley@ci.lapeer.mi.us). If your event is NOT in a City Park, your SEA should come directly to the City Manager's Office (Tracey Russell, Trussell@ci.lapeer.mi.us).

Sponsoring Organization
(Legal Name)

Great Lakes Music Studio Inc Phone # 810-667-4567

Address

235 W. Genesee Rd

Organization Event
Coordinator/Contact

David Bullinger

Phone # 810-358-9114

Event Coordinator/Contact
Address

4375 SKinner Lake Rd, Lapeer MI 48446

Coordinator/Contact Email

DavidJBullinger@gmail.com (Also greatlakesmusic@outlook.com)

Event Name

Great Lakes Music Spring 2024 Recital

Purpose of Event

Recital for Family and Friends

Event Location

Annrock Park

Have you
reserved your
park/pavilion?

Yes No

If yes, provide copy of reservation form with this application, if no and planning a park event, reservations need to be made.*

Date of Event

June 2, 2024

Event Time

Noon to 7:00 PM

of Event

Organizational Team

10

of Expected
Attendees:

200

Describe the activities

taking place at your event:

Music, Food, Families

Please check what will be part of your event:

☒

Music

☐

Animals
(such as a petting zoo)
Wedding

☐

Selling of food*

Selling of drinks*

☒

Posted Signage of
Event*
Liquor/Beer or Wine*

Please list here what type of music (DJ/Band/Individual singers, etc.) and/or list animals: Individual, group, sound system

*See Rules and Regulations

lease check what you request the City to supply:

Picnic Tables Qty: 8	Electricity Turned <u>ON</u> (on/off)	Other:
Inflatables	Road Crossing Guards Qty:	Trash Containers Qty: 2
Road Closures List:		

Please attach a letter indicating all requests of City services if something other than above.

What type of event is this:

City Operated Event	<input checked="" type="checkbox"/>	Other Non-Profit Event	<input type="checkbox"/>	Co-Sponsored Event
		Other For-Profit Event	<input type="checkbox"/>	Political or Ballot Issue Event

INDEMNIFICATION AGREEMENT

The Great Lakes Music Studio agree(s) to defend, indemnify, and hold harmless the City of Lapeer, Michigan, its officers, employees and agents, from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed or recovered against or from the City of Lapeer, its officers employees agents, by reason of any damage to property, bodily injury or death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with or related to the special event.

Signature: [Signature] Date: 4-26-2024

Witness: Tracy B. Russell Date: _____

1. **ANNUAL EVENT:** Is this event expected to occur next year? (YES) [No]

If yes, you may reserve a date for next year with this application. To reserve dates for next year, please provide the following information:

Normal Event Schedule
(e.g., third weekend in July): Late May to Early June

2. **AN EVENT MAP** (IS NOT) attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show streets or parking lots that you are requesting to be blocked off. **Crossing Guards are required if crossing any roads.**

3. **FREE PARKING:** Are you requesting free parking (see the Rules and Regulations)? (YES) [NO]

If yes, list the lots or locations where free parking is requested:

Alcoholic Beverages: Will they be served? [YES] (NO)
Who holds the Liquor Control Commission license?

5. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that:
- a. A certificate of insurance must be provided which names the City of Lapeer as an additional named insured party on the policy. (See the Rules and Regulations for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms.
 - c. If the event includes solicitation by workers standing in street intersections, the required safety requirements and use of traffic cones will be maintained at all times in accordance with the City's general policies and practices. The City does not recommend standing in the street or making any solicitations from the street.
 - d. All food vendors must be approved by the Lapeer County Health Department, and each food and/or other vendor must provide the City with a certificate of insurance in an amount approved by the City which names the City of Lapeer as an additional named insured party on the policy.
 - e. The approval of this special event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Events Ordinance and Regulations. The event will be operated in conformance with the Written Confirmation of Approval.
 - f. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City of Lapeer and will promptly pay any billing for City services which may be rendered.

As the authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Events Ordinance and Regulations, the terms of the Written Confirmation of Approval, and all other City requirements, ordinances and other laws which may apply to this Special Event.

4-26-2024
Date


Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least thirty (30) days prior to the first day of the event to:

Special Event, City of Lapeer, City Manager's Office, 576 Liberty Park, Lapeer MI 48446.

City of Lapeer

Annrook Park Pavilion (Downtown)
N. Court Street / Horton Street

Lapeer
MI
48446

Pavilion with electricity, play equipment, two ball diamonds and pathway connected to Linear Path. Portable toilet May-September

01937005
2024
great lakes music

6/2/2024 6:00 AM
6/2/2024 10:00 PM

Annrook Park Pavilion (Downtown): 200

1. Annrook Park Pavilion (Downtown) – 6/2/2024 6:00 AM – 6/2/2024 10:00 PM

Group Size: 200

- for multi-day reservations

Designed for use with FlexScheduler reservations

1. Annrook Park Pavilion (Downtown) – 6/2/2024 6:00 AM – 6/2/2024 10:00 PM

Group Size: 200

Facility Fee: \$70.00

Total: \$70.00

David Bullinger
235 W. Genesee

Lapeer
MI
48446
(810) 358-9114

davidjbullinger@gamil.com

70.00

4/26/2024
1:25 PM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Randy Nord PHONE (A/C, No, Ext): (810)664-0836 E-MAIL: rnord@thumbins.com ADDRESS: mord@thumbins.com	FAX (A/C, No):
Thumb Insurance Agency, Inc. 301 W Genesee St Ste 100 Lapeer, MI 48446	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Fremont Insurance Company	13994
Great Lakes Music Studio 235 W Genesee St Lapeer, MI 48446	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 00012742-31541

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP 0089378	06/20/2023	06/20/2024	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured CG2036 - Grantor of Licenses

CERTIFICATE HOLDER

CANCELLATION

City of Lapeer 576 Liberty St Lapeer, MI 48446	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (RAN)
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

To: Michael Womack, City Manager
From: Jeremy Howe, Chief of Police
Date: May 15, 2024
RE: Special Event – Memorial Day Parade

STAFF RECOMMENDATION

To Approve the event.

CURRENT OR NEW INFORMATION

We have received a request from the American Legion Post #16 to have the Memorial Day Parade on Monday, May 27, 2024 from 9:30 am until approximately 12:30 pm. Parade line up to start at 9:30 am on Nepessing Street east of South Saginaw Street. Parade route will be west bound Nepessing Street up to Veterans Park where a ceremony will be held.

This event will require services from the Police Department for traffic control and from the DPW for barricades.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

Annual event

AGENDA ITEM REVIEW

Meeting Date: May 20, 2024

Consent: X

Administrative:

Public Hearing:

Date Reviewed: May 15, 2024

Reviewed By: D. Jansen, Deputy Clerk

City of Lapeer

SPECIAL EVENT APPLICATION (SEA)



DIRECTIONS: Complete this application in accordance with the City of Lapeer Special Events Ordinance and Regulations, and return it to the either Parks & Rec department (for events at a City Park) or to the City Manager's Office at least 30 Calendar days prior to the starting date of the event.

If you are requesting an event to take place in a CITY PARK, YOU MUST SUBMIT YOUR SEA DIRECTLY TO THE PARKS & RECS DEPARTMENT (~~Heather Bowman; Hbowman@ci.lapeer.mi.us~~). If your event is NOT in a City Park, your SEA should come directly to the City Manager's Office (Tracey Russell, Trussell@ci.lapeer.mi.us).

Sponsoring Organization
(Legal Name)

American Legion Post 16

Phone # 810-664-9312

Address

1701 W. Genessee St.

Organization Event
Coordinator/Contact

Glenn Ream

Phone # 989-553-2022

Event Coordinator/Contact
Address

2354 Johnson Mill Rd, North Branch, MI 48461

Coordinator/Contact Email

Americanlegion16@gmail.com

Event Name

Memorial Day Parade & Ceremony

Purpose of Event

To honor all those who gave their lives for the Flag of this country

Event Location

Veterans Park

Have you
reserved your
park/pavilion?

(Yes) / No

If yes, provide copy of reservation form with this application, if no and planning a park event, reservations need to be made.*

Date of Event

5-27-24

Event Time

9:30 - 12:30

of Event

Organizational Team

1

of Expected
Attendees:

200+

Describe the activities

taking place at your event:

PARADE & Ceremony at Veterans Park

Please check what will be part of your event:

☒

Music**

☐

Animals**
(such as a petting zoo)
Wedding

☐

Selling of food*

Selling of drinks*

☐

Posted Signage of
Event*
Liquor/Beer or Wine*

**Please list here what type of music (DJ/Band/Individual singers, etc.) and/or list animals:

RECEIVED

MAY 15 2024

CITY MANAGER
LAPEER, MI

*See Rules and Regulations

Please check what you request the City to supply:

<input type="checkbox"/>	Picnic Tables Qty:	<input type="checkbox"/>	Electricity Turned on/off	<input type="checkbox"/>	Other:	
<input type="checkbox"/>	Inflatables	<input type="checkbox"/>	Road Crossing Guards Qty:	<input type="checkbox"/>	Trash Containers Qty:	
<input checked="" type="checkbox"/>	Road Closures List:	<i>ON REQUEST</i> <i>Starting at Saginaw up to Veterans Park</i>				

Please attach a letter indicating all requests of City services if something other than above.

What type of event is this:

<input type="checkbox"/>	City Operated Event	<input type="checkbox"/>	Other Non-Profit Event	<input checked="" type="checkbox"/>	Co-Sponsored Event
		<input type="checkbox"/>	Other For-Profit Event		Political or Ballot Issue Event

INDEMNIFICATION AGREEMENT

The American Legion Post #16 agree(s) to defend, indemnify, and hold harmless the City of Lapeer, Michigan, its officers, employees and agents, from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed or recovered against or from the City of Lapeer, its officers employees agents, by reason of any damage to property, bodily injury or death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with or related to the special event.

Signature: Glenn Reese Date: 5-15-2024

Witness: Gordon S. Wadley Date: 5-15-2024

1. **ANNUAL EVENT:** Is this event expected to occur next year? (YES) [No]

If yes, you may reserve a date for next year with this application. To reserve dates for next year, please provide the following information:

Normal Event Schedule

(e.g., third weekend in July): MEMORIAL DAY

2. **AN EVENT MAP [IS] [IS NOT]** attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show streets or parking lots that you are requesting to be blocked off. **Crossing Guards are required if crossing any roads.**

3. **FREE PARKING:** Are you requesting free parking (see the Rules and Regulations)? (YES) [NO]

If yes, list the lots or locations where free parking is requested:

4. **Alcoholic Beverages:** Will they be served? [YES] [NO]
Who holds the Liquor Control Commission license?
-

5. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that:
- a. A certificate of insurance must be provided which names the City of Lapeer as an additional named insured party on the policy. (See the Rules and Regulations for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms.
 - c. If the event includes solicitation by workers standing in street intersections, the required safety requirements and use of traffic cones will be maintained at all times in accordance with the City's general policies and practices. The City does not recommend standing in the street or making any solicitations from the street.
 - d. All food vendors must be approved by the Lapeer County Health Department, and each food and/or other vendor must provide the City with a certificate of insurance in an amount approved by the City which names the City of Lapeer as an additional named insured party on the policy.
 - e. The approval of this special event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Events Ordinance and Regulations. The event will be operated in conformance with the Written Confirmation of Approval.
 - f. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City of Lapeer and will promptly pay any billing for City services which may be rendered.

As the authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Events Ordinance and Regulations, the terms of the Written Confirmation of Approval, and all other City requirements, ordinances and other laws which may apply to this Special Event.

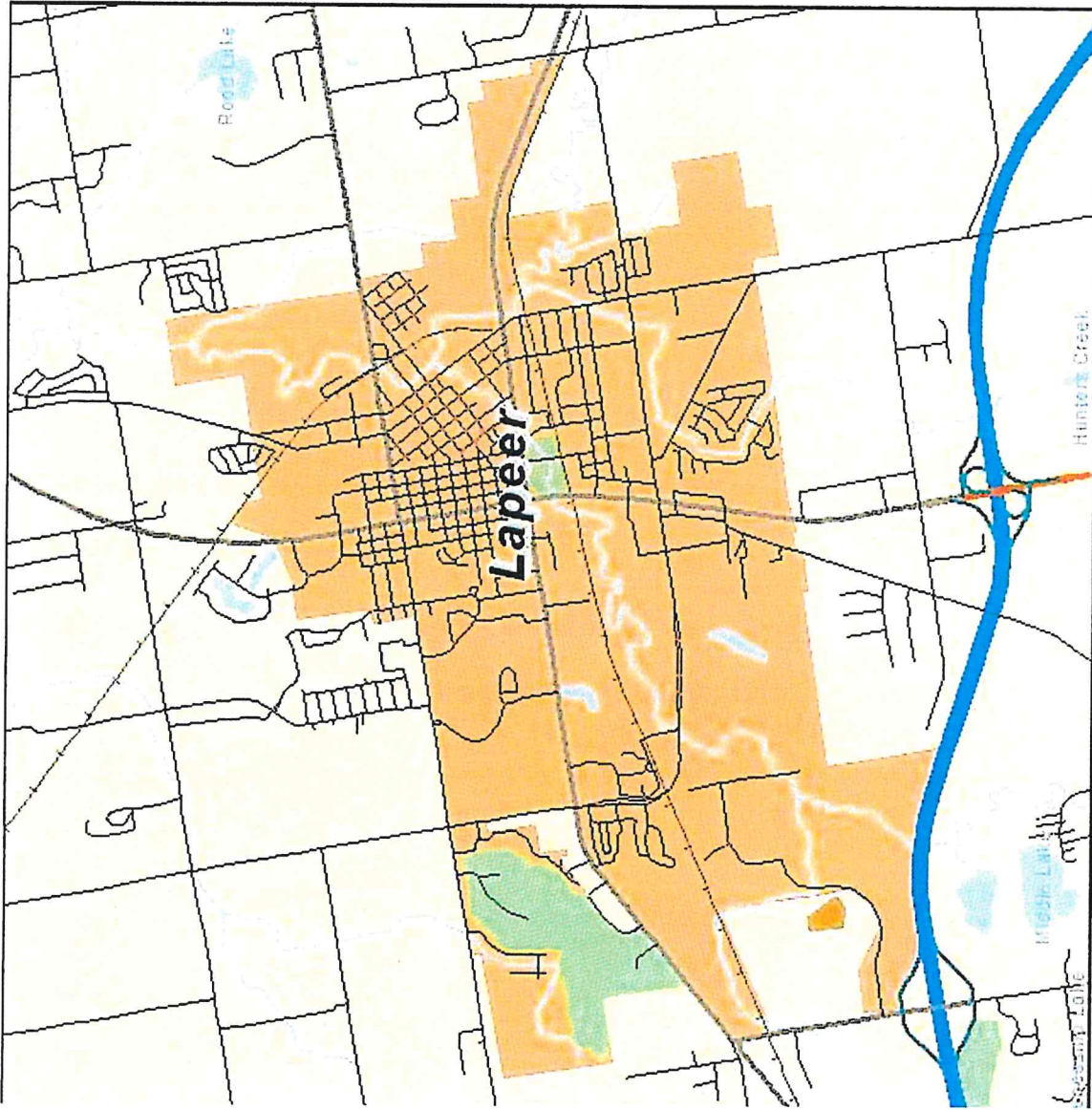
5-15-2024
Date


Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least thirty (30) days prior to the first day of the event to:

Special Event, City of Lapeer, City Manager's Office, 576 Liberty Park, Lapeer MI 48446.

Length of
Napessum - Regular
Route





ITEM C-10

To: City Commission
From: Mike Womack-City Manager
Date: May 15, 2024
RE: DTE Electric Company Overhead Easement (Right of Way)
No. #69999370 SRW# 69999822

STAFF RECOMMENDATION

Approve the proposed DTE Easement Right of Way as presented.

CURRENT OR NEW INFORMATION

DTE is requesting to install two anchors and guy-lines to support the first pole or two exiting out of their upcoming electrical substation (that has already been approved of by the Planning Commission). The current existing easement is just a few feet too small on either side to allow for the installation of these site safety improvements. There appears to be minimal impact on the City's property and should pose no real impact on any future development on this site when sold.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

There is an existing easement on this property which covers the existing power-line that is already in place and is notated on the pre-existing easement document and recorded at Liber 619 page 527.

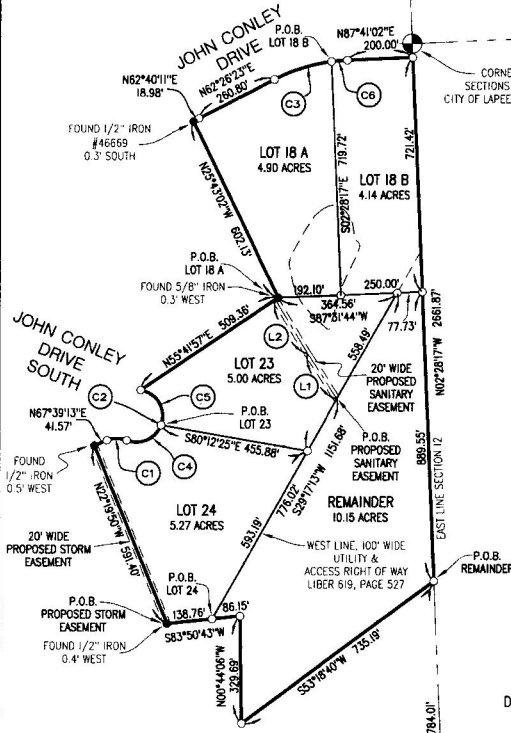
AGENDA ITEM REVIEW

Meeting Date:	May 20, 2024	Date Reviewed:	May 15, 2024
Consent:	X	Reviewed By:	D. Jansen, Deputy Clerk
Administrative:			
Public Hearing:			

CERTIFIED SURVEY

I, JUSTIN RHEIN, PS#60053, HEREBY CERTIFY THAT THE ATTACHED SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH PUBLIC ACT 132 OF 1970, AS AMENDED, AND THAT THE RATIO OF CLOSURE OF LATITUDES AND DEPARTURES IS NOT GREATER THAN 1 IN 10,000.

NORTHEAST CORNER, SECTION 12, T7N-R9E
CITY OF LAPEER, LAPEER COUNTY, MI



CORNER COMMON TO
SECTIONS 6 & 7, T7N-R9E
CITY OF LAPEER, LAPEER COUNTY, MI

CURVE INFORMATION

- (C1) L=61.82'
R=80.00'
CH=N89°47'29"E 60.29'
- (C2) L=259.43'
R=80.00'
CH=N15°28'47"E 158.98'
- (C3) L=183.81'
R=531.60'
CH=N72°20'43"E 182.90'
- (C4) L=127.91'
R=80.00'
CH=N68°07'23"E 114.72'
- (C5) L=141.52'
R=80.00'
CH=N30°21'34"W 123.77'
- (C6) L=50.07'
R=531.60'
CH=N84°56'57"E 50.05'

LINE INFORMATION

- (L1) N32°45'59"W
165.28'
- (L2) N30°57'54"W
194.47'

SEE SHEETS 2 & 3 FOR
DESCRIPTIONS AND SECTION
CORNER WITNESSES

LEGEND:

- = IRON SET #60053
- = IRON FOUND

--- = APPROXIMATE WETLAND AREA "A"
LIBER 651, PAGE 311

EAST 1/4 CORNER, SECTION 12, T7N-R9E
CITY OF LAPEER, LAPEER COUNTY, MI

BEARINGS ARE REFERENCED TO SSI SURVEYING SOLUTIONS, PROJECT #16443, DATED 10/7/16

**CITY OF
LAPEER**

SECTION 12 T7N - R9E CITY OF LAPEER
LAPEER COUNTY, MICHIGAN

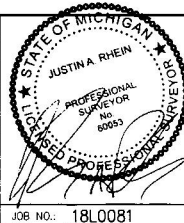


**ROWE PROFESSIONAL
SERVICES COMPANY**

128 N. Saginaw Street
Lapeer, MI 48846

O: (810) 664-9411
F: (810) 664-3451
www.rowepsc.com

FIELD	WH
DRAWN	JP
CHECKED	JR
DATE	7/12/18
REVISED	
SHEET	1 OF 3
SCALE	1"=300'



JOB NO.: 18L0081

DTE Electric Company Overhead Easement (Right of Way) No. #69999370 SRW# 69999822

On _____, 2024, for the consideration of system betterment, Grantor grants to Grantee a permanent, non-exclusive overhead easement ("Right of Way") in, on, and across that part of Grantor's Land to be referred to herein as the "Right of Way Area".

"Grantor" is: The City of Lapeer, a Michigan Municipal Corporation, whose address is 576 Liberty Park., Lapeer, MI 48446

"Grantee" is: DTE Electric Company, a Michigan corporation, One Energy Plaza, Detroit, Michigan 48226

"Grantor's Land" is in the NE 1/4, Section 12, Town 7 N, Range 9 E, City of Lapeer, County of Lapeer, and State of Michigan, and is described as follows:

PARCEL ID #: L20-83-358-080-40 (CITY OF LAPEER) 10.15 AC COMMONLY KNOWN AS REMAINDER PARCEL 12/31/2018 SPLIT FROM : L20-83-358-080-00 PART OF THE NORTHEAST 1/4 OF SECTION 12, T7N-R9E, CITY OF LAPEER, LAPEER COUNTY MICHIGAN MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 12; THENCE N02°28'17"W, ALONG THE EAST LINE OF SAID SECTION, 784.01 FEET TO THE POINT OF BEGINNING; THENCE S53°18'40"W 735.19 FEET; THENCE N00°44'06"W 329.69 FEET; THENCE S83°50'43"W 86.15 FEET; THENCE N29°17'13"E 1151.68 FEET; THENCE N87°31'44"E 77.73 FEET TO SAID EAST SECTION LINE; THENCE S02°28'17"E, ALONG SAID EAST SECTION LINE, 889.55 FEET TO THE POINT OF BEGINNING. CONTAINS 10.15 ACRES. BEING SUBJECT TO ANY RESTRICTIONS, EASEMENTS AND/OR RIGHTS OF WAY OF RECORD. (tax description)

Identification Number(s): **L20-83-358-080-40**

More commonly known as: **V/L John Conley Drive., Lapeer, MI 48446**

The "Right of Way Area" is a **Twelve (12') foot wide easement and 2 anchor/guys at forty-five (45) feet and 2 anchor/guys at forty-nine (49) feet** on part of Grantor's Land. The centerline of the Right of Way Area shall be established in the as- built location of the centerline of Grantee's facilities, and shall be installed on Grantor's Land in the approximate location described as follows:

EASEMENT DRAWING IS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

1. **Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, repair, replace, inspect, operate and maintain overhead utility facilities which may consist of poles, guys, anchors, wires, transformers and accessories.

2. **Access:** Grantee has the right of pedestrian and vehicular ingress and egress to and from the Right of Way Area over and across Grantor's Land. Provided, Grantee shall repair all damage caused to Grantor's Land, including any improvements thereon, caused by **Grantee or Grantee's** employees, agents, or subcontractors and restore the same to substantially the same condition as existed prior to such damage.

3. **Buildings or other Permanent Structures:** No buildings or other permanent structures or improvements may be constructed or placed in the Right of Way Area without Grantee's prior, written consent. Grantor agrees, at its own expense, to remove any improvement that interferes with the safe and reliable operation, maintenance and repair of Grantee's facilities upon the written demand of Grantee. If Grantor fails to comply with such demand, Grantor agrees that Grantee may remove any such improvement and bill Grantor for the cost thereof, which cost Grantor shall pay within thirty (30) days after demand therefor.

4. **Excavation:** Pursuant to 2013 Public Act 174, MISS DIG (1-800-482-7171 or 811 in some areas) must be called before any excavation in the Right of Way Area may proceed.

Trees, Bushes, Branches, Roots, Structures and Fences: Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots growing or that could grow or fall in the Right of Way Area and remove any structures, improvements, fences, buildings or landscaping in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation, maintenance and repair of Grantee's facilities. Grantee shall not be responsible for any damage to, or removal of, landscaping, trees,

plant life, structures, improvements and/or fences located in the Right of Way Area.

5. **Restoration:** If Grantee's agents, employees, contractors, subcontractors, vehicles or equipment damage Grantor's Land while entering upon or exiting Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as is reasonably practicable to the condition in which it existed prior to such damage. Restoration with respect to paved surfaces shall consist of asphalt cold patching of the damaged portion of any asphalted surfaces when the weather conditions suggest such use and the cement patching of the damaged portion of any cemented surfaces. Grantee shall have no liability, however, for the restoration or cost of any improvements located within the Right of Way Area, including, but not limited to, parking islands, gutters, fences or landscaping such as trees, bushes, or flowers (but not a simple lawn which, if damaged, will be patched and re-seeded by Grantee) that are damaged by Grantee in the course of constructing, reconstructing, modifying, adding to, repairing, replacing, operating or maintaining its facilities as described in paragraph 1 above.

6. **Successors and Assigns:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

7. **Exemptions:** This Right of Way is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

8. **Governing Law:** This Right of Way shall be governed by the laws of the State of Michigan.

Grantor: The City of Lapeer, a Michigan Municipal Corporation

By: _____(sign)

Name: _____(print)

Title: _____

Acknowledged before me _____ County, Michigan, on _____, 2024, by
_____, the _____ of The City of Lapeer, a Michigan
Municipal Corporation.

Notary's
Stamp _____

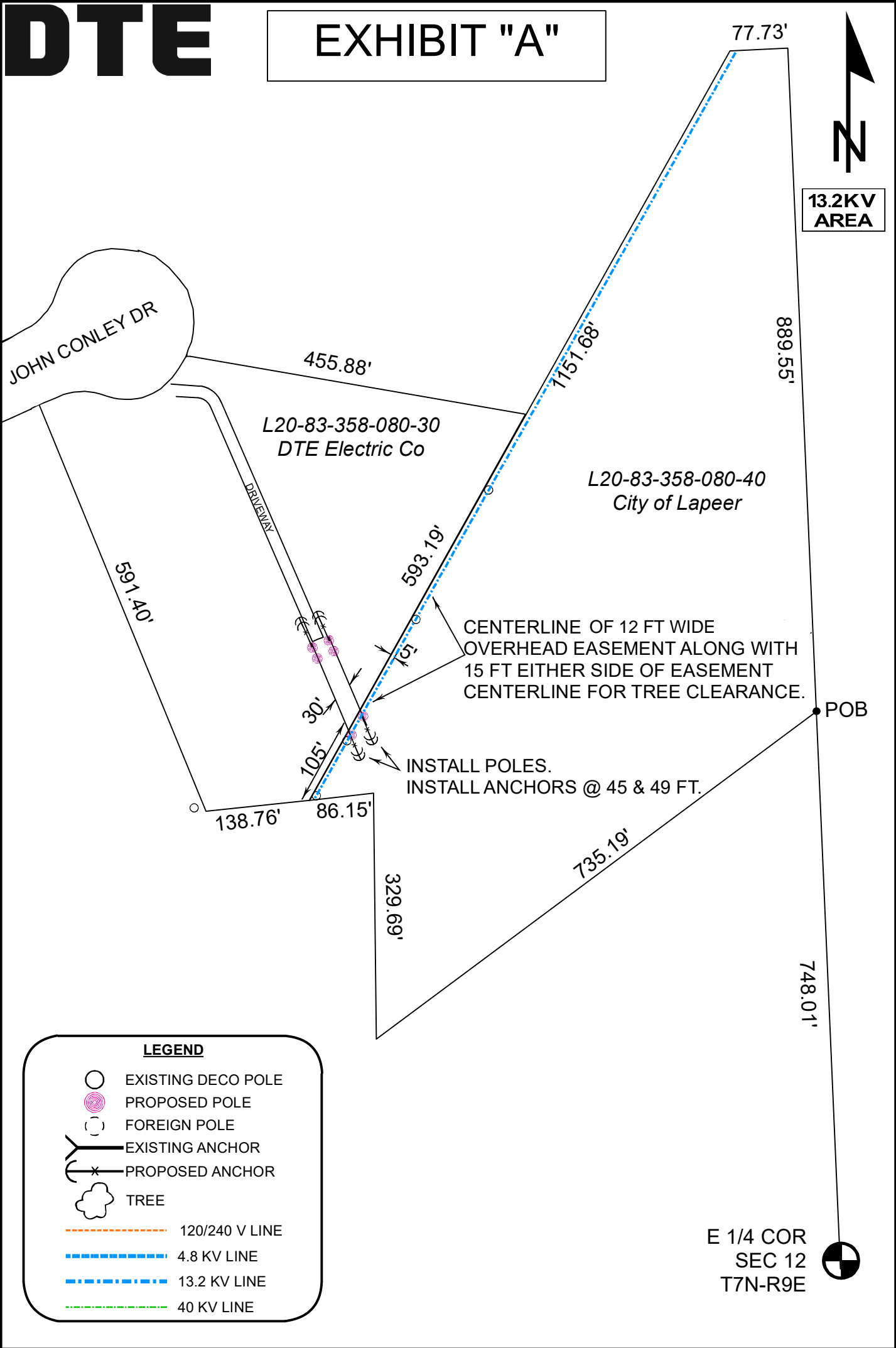
Notary's
Signature _____

Acting in _____ County, Michigan

Drafted by and when recorded, return to: Holly Stacer, DTE Electric, 1100 Clark Rd, Lapeer, MI 48446

DTE

EXHIBIT "A"



Work Order # 69999370	Work Order Description Install Cable Poles for APOLO DC9566, DC9675 T.O.,DC8676		GIS-DSN 69999822	SRW 69999824	RSD	PH 69999832	PLC		
Service Center LAP	Circuit #1 LAPER8774	Circuit #2	COH 69999836	COS	CUG	CUL	CUS		
Worksite City LAPEER CITY		Worksite Twp.		Worksite County LAPEER COUNTY			SCMAT		
Town 7N	Range 9E	Section 12	Qtr NE	Planner Name Jones, Jeanette		CUE Request # 1439573	Version 1	Plot Date 3/25/2024	Scale 1" = 150'

To: Mike Womack, City Manager
From: Kelly Hanna, Director of Financial Services
Date: May 14, 2024
RE: Delinquent Special Assessments to be added to the 2024 Tax Roll

STAFF RECOMMENDATION

Recommend City Commission Approval.

CURRENT OR NEW INFORMATION

Attached is the list of 2017 Special Assessment installments which were delinquent as of May 20, 2024. It is recommended that these amounts be added to the 2024 Summer Tax Roll as authorized by City Charter.

Please advise if you have any questions or require further information.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

AGENDA ITEM REVIEW

Meeting Date: May 20, 2024

Date Reviewed: May 15, 2024

Consent:

Administrative: X

Reviewed By: Dana Jansen, Deputy City Clerk

Public Hearing:

CITY OF LAPEER
Delinquent Special Assessment Roll
2024

Dist. #	Name	Property #	(10/2/2023 to 4/30/2024)				Total 05/01/24	+ 5% Tax Roll	Total To Tax Roll
			Principal Due by 10/01/23	Interest Due by 10/01/23	Collection Fee (once a yr)	7 Months Penalty *(1)			
<u>2017 Special Assessments - FUND 202</u>									
<u>(7th Installment)</u>									
17-02	Phillips, Scott & Elizabeth	20-33-400-040-00	\$ 481.32	\$ 42.36	\$ 4.81	\$ 36.66	\$ 565.15	\$ 28.26	\$ 593.41
17-02	Spurlock, Golden H.	20-38-100-040-00	\$ 481.32	\$ 42.36	\$ 4.81	\$ 36.66	\$ 565.15	\$ 28.26	\$ 593.41
17-03	Blind Fish Real Estate Hldgs LLC	20-94-701-050-00	\$ 283.47	\$ 24.94	\$ 2.83	\$ 21.59	\$ 332.83	\$ 16.64	\$ 349.47
<u>TOTAL - 2017 Special Assessments</u>			\$ 1,246.11	\$ 109.66	\$ 12.45	\$ 94.91	\$ 1,463.13	\$ 73.16	\$ 1,536.29



ITEM C-12

To: Mike Womack, City Manager
From: Denise Marinelli, Assessor
Date: April 26, 2024
RE: Split Request – 35 S Court & 130 Howard St. Parcel #L21-24-400-040-10

STAFF RECOMMENDATION

Approval as Requested.

CURRENT OR NEW INFORMATION

I have reviewed the parcel split request submitted by Derrick Zock, owner of the property. The request is for a change of platted lots and must be approved by the City Commission. The City Commission has full discretionary authority to approve or deny the request as the deem proper. The request is for a parcel split of an improved lot at 35 South Court Street and a vacant lot fronting Howard Street. The parcel was created in 2022 after the Commission approved a combination of the two lots to allow for a building expansion at 35 South Court Street and a change of use for a marihuana grow facility. The plans were abandoned, and the owner is now requesting the property return to its previous description. The current building sits on Lot 12 and Lot 13 of the Jennings's Addition Plat.

All application requirements have been met including before and after survey, legal descriptions, County Certification letters, and all fees have been paid. The property is currently zoned I-1 Industrial and will remain so. There is a request before the Planning Commission to allow a special use of this property and allow the continued use of the property as an apartment building in a Mixed-Use District.

I have consulted with City Planner, Ben Keller, who approved this split request as it would not adversely affect any zoning or easement issues known to them at this time.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

The current legal descriptions for the subject properties are as follows:

L21-24-400-040-10 City of Lapeer Jenning's Addition, Lots 12, 13 & 14, Block 1 (I=9 p=598, Section 5, T7N-R9E)

The requested new description is as follows:

L21-24-400-040-20 City of Lapeer Jenning's Addition, Lots 12 & 13, Block 1 (I=9 p=598, Section 5, T7N-R9E)

L21-24-600-040-10 City of Lapeer Jenning's Addition, Lot 14, Block 1 (I=9 p=598, Section 5, T7N-R9E)

AGENDA ITEM REVIEW

Meeting Date:	May 20, 2024	Date Reviewed:	May 16, 2024
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			

**RESOLUTION # 2024-11
RESOLUTION TO APPROVE
BOUNDARY TRANSFER REQUEST
FOR DERRICK ZOCK
35 SOUTH COURT & 140 HOWARD ST**

At a regular meeting of the Lapeer City Commission on Monday, May 20, 2024, at 6:30 p.m. in the City Commission Chambers of Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan.

PRESENT:

ABSENT:

MOVED BY: Commissioner

SECONDED BY: Commissioner

WHEREAS, Derrick Zock, owner of the property located at 35 South Court Street & 140 Howard Street, has filed a Boundary Transfer Request for a parcel split; and

WHEREAS, Chapter 6 (Land Division Ordinance), Section 6.05 Lot Splits, of the General Ordinances of the City of Lapeer, provides that approval shall be by resolution of the City Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Boundary Transfer Request is in conformity with Chapter 7 (Zoning Ordinance) of the General Ordinances of the City of Lapeer.
2. That the Boundary Transfer Request is in conformity with The Land Division Act of P.A. 288 of 1967, as amended.
3. That the Boundary Transfer Request is approved resulting in the following legal description:

L21-24-400-040-20 City of Lapeer, Jennings Addition, Lots 12 & 13, Block 1
(l=9 p=598, Section 5, T7N-R9E)

and

L21-24-600-040-10 City of Lapeer, Jennings Addition, Lot 14 Block 1
(l=9 p=598, Section 5, T7N-R9E)

4. That the Boundary Transfer Request preserves all easement and master utility plans.
5. That any future site development complies with all setbacks and other applicable requirements established by the City of Lapeer Zoning Ordinance.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be filed with the Lapeer County Register of Deeds.

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to the CityAssessor and to Derrick Zock.

AYES:

NAYES:

ABSTAIN:

MOTION CARRIED. RESOLUTION DECLARED ADOPTED.

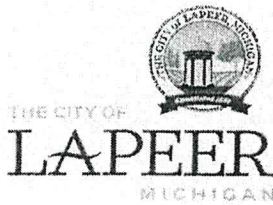
I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Lapeer City Commission, County of Lapeer, Michigan at a regular meeting held on May 20, 2024, in compliance with Act No. 267 of the Michigan Public Act of 1976.

Romona Sanchez, CMC
City Clerk, City of Lapeer

The following document was signed
before me by Romona Sanchez City
Clerk of the City of Lapeer on
_____, 2024

_____, Notary Public,
State of Michigan, Lapeer County
My Commission Expires: _____
Acting in the County of Lapeer

Return to:
City Clerk, City of Lapeer
576 Liberty Park
Lapeer, MI 48446



Received:

APPLICATION FOR LAND DIVISION / COMBINATION / ALTERATION

Applicant Information (Owner Authorization Required)		Owner Information (if different)	
Name	Derrick Zock	Name	
Address	4721 Hasslick Rd	Address	
City, State, Zip	Lapeer, MI 48446	City, State, Zip	
Phone No.	248-229-2193	Phone No.	586-201-4411
E-mail Address	mywaytwice@aol.com	E-mail Address	Courtney
Property Information		Parent Parcel Number(s)	
Property Address	130 Howard St	Property I.D. No.	L21-24-400-040-10
Total Acreage	.008 ac.	Property I.D. No.	
	26,502.08 sq ft.	Property I.D. No.	
Subdivision (if applicable)		Property I.D. No.	

THE FOLLOWING ACTION IS HEREBY REQUESTED BY THE APPLICANT: (Please Check all Applicable Boxes)

DIVISION / SPLIT	<input checked="" type="checkbox"/>	MASTER DEED	<input type="checkbox"/>
COMBINATION	<input type="checkbox"/>	BOUNDARY TRANSFER	<input type="checkbox"/>
PLAT	<input type="checkbox"/>	DESC CORRECTION	<input type="checkbox"/>
		Reg of Deeds Recording Yes	No (\$30 fee)

Please note that the attached "Application Check-list" must be completed, signed, and submitted along with this application before anything will be processed.

The City of Lapeer does Not split the current year Assessment's, Taxable Value's or Taxes; ie. (Courtesy Splits)

Parent Parcel Numbers will remain in effect in the current tax year. Property owners shall be responsible for the pro-ration, escrow, and payment of the current, and/or pending Summer and Winter Tax Billing. Delinquent and/or unpaid taxes will remain a lien against the "Parent Parcels".

Split/Combine Fee's

Resulting Parcels	Rate
1~2	\$200.00
2~4	\$100.00 (Each Additional)
5+	\$75.00 (Each Additional)

Address Fee's

Units	Fee
1 - 4	\$25.00 (Each)
5 - 40 (Additional)	\$10.00 (Each Additional)
5+	\$5.00 (Each Additional)

Applicants Signature

Title (Owner/Agent/Other)

Date

This Section for Official Use Only

Board of Commissioners Approval

☐ Approved ☐ Denied ☐ N/A

Assessor's Action

☐ Approved ☐ Denied ☐ N/A

Date

Denise Marinelli, Assessor

Date:

MCL 560.109 (1) A municipality shall approve or disapprove a proposed division within 45 days after the filing of a complete application for the proposed division with the assessor or other municipally designated official.

I-1 zoning District
allows Split Combines
with Schedule of area,
right, and placement
requirements, table 7.08.2

X Brian Kuhn - Planning Consultant.

Received:

Revised : 10-22-2019

LAND DIVISION / COMBINATION / ALTERATION - CHECK LIST

- ☐ Copy of Receipt **Application Fee Paid**
- ☐ Copy of Receipt **Address Fee Paid (If Necessary)**
- ☐ **A-1 Parent Parcel Property Survey / Descriptions** on 8.5 X 11 Paper
Including: (Existing Property Configurations Labeled as "A-1, B-1, C-1,...")
Legal Descriptions should be labeled in a similar manner
Parcel Dimensions, Tax ID. No.'s, Addresses, and Roads
Buildings and Land Improvements-(Locations & Setbacks)
Area Calculations should clearly reflect Gross, Net, Actual, and Proposed.
County Drains, Floodways & Floodplains, Utility & Access Easements, and ROW's
- ☐ **A-2 Child Parcel Property Survey / Descriptions** on 8.5 X 11 Paper
Including: (New Property Configurations Labeled as "A-2, B-2, C-2,...")
Legal Descriptions should be labeled in a similar manner
Parcel Dimensions, Addresses, and Roads
Buildings and Land Improvements-(Locations & Setbacks)
Area Calculations should clearly reflect Gross, Net, Actual, and Proposed.
County Drains, Floodways & Floodplains, Utility & Access Easements, and ROW's
- ☐ Certificate ~~**Proof of Paid County Taxes**~~
- ☒ Copy of Receipt **Proof of Paid City Taxes / Special Assessments**
- ☐ Copy ~~**Release of Lien from Mortgage Company**~~
- ☐ Deed **Proof of Ownership or Letter of Authorization (If Requested)**

Please note that the applicant or authorized representative must sign below to acknowledge that the requirements listed on this check list have been satisfied.

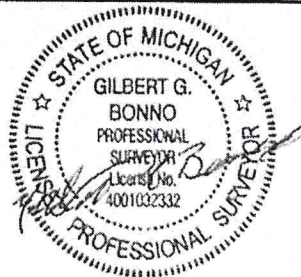
The Owner/Applicant understands that any pro-rated Assessed and Taxable Values established by the Assessor are for the purpose of allocating the proportionate share of the current year values for the following year.

MCL 560.109 (1) A municipality shall approve or disapprove a proposed division within 45 days after the filing of a complete application for the proposed division with the assessor or other municipally designated official.

Signature

Title (Owner/Agent)

Date



Survey before lot combination 10/18/2022

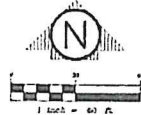
CERTIFICATE OF SURVEY

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ATTACHED DESCRIBED PARCEL(S), HEREON DESCRIBED AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL THE REQUIREMENTS OF P.A. 132 OF 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

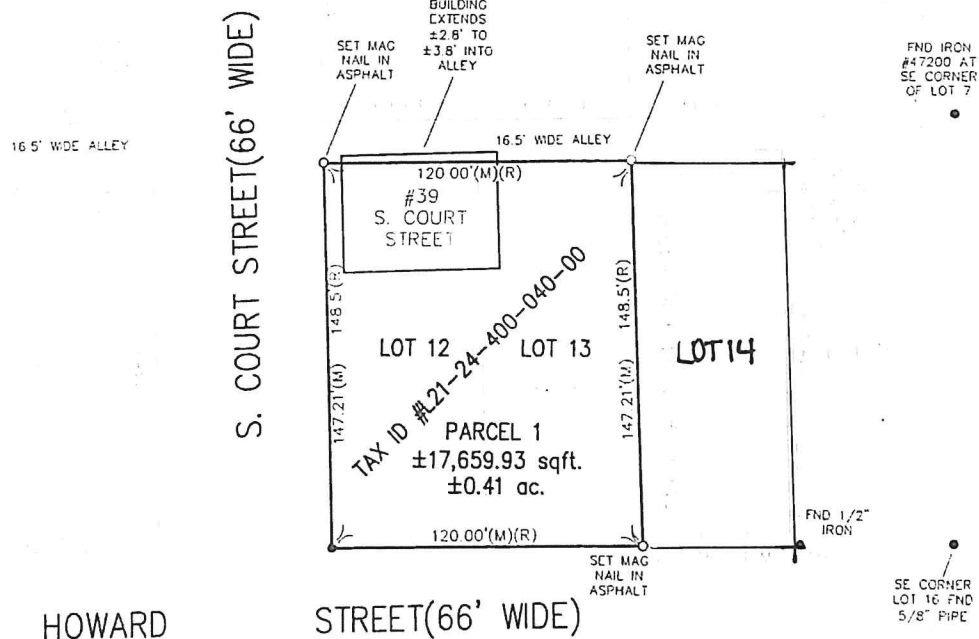
LEGAL DESCRIPTION OF PARCEL(TAX ID# L21-24-400-040-00):AS PROVIDED BY CLIENT, TRANSTATION TITLE CO., FILE NO.: 342686LCTS, REVISION 1
LOCATED IN THE CITY OF LAPEER, COUNTY OF LAPEER, STATE OF MICHIGAN

PARCEL 1

LOTS 12 AND 13, BLOCK 1 OF JENNINGS ADDITIONS TO THE CITY OF LAPEER, LAPEER COUNTY, MICHIGAN, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 9 OF DEEDS, PAGE 598, LAPEER COUNTY RECORDS.



FND IRON
AT NE
CORNER OF
LOT 7



HOWARD STREET(66' WIDE)

SURVEY BEARINGS BASED ON GPS
READINGS ESTABLISHED ON JAN. 27,
2022

THIS DESCRIPTION AND DRAWING WAS
GENERATED USING PLAT AND A TITLE
POLICY, DATED 3/5/2021, WHICH DID NOT
IDENTIFY ANY EASEMENTS FROM PUBLIC
RECORDS.

LEGEND ○ SET IRON, ● FOUND IRON, ■ FOUND MONUMENT, — SET LINE STAKE, —X— FENCE, (R) RECORDED, (M) MEASURED



DAVIS LAND SURVEYING & ENGINEERING, P.C.

415 W. NEPESSING STREET
LAPEER, MICHIGAN 48446
PHONE: (810) 667-6789

CLIENT:

DEREK ZOCK

SE 1/4, SEC. 5, T7N-R10E, CITY OF LAPEER LAPEER COUNTY, MI.

DATE: 2/9/2022

DRAWN: BLR

SCALE: 1" = 50'

CHECKED: GGB

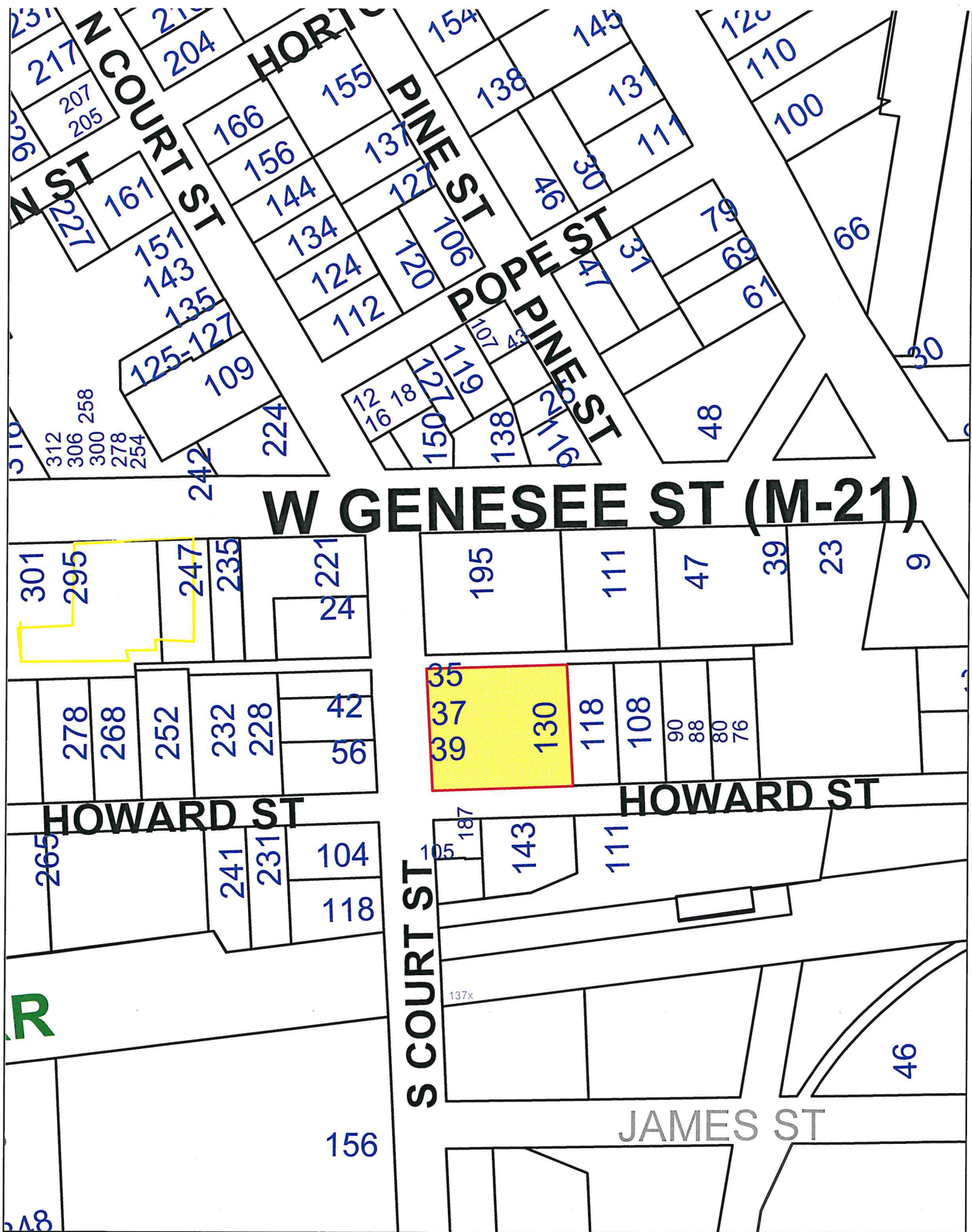
FIELD: JFD/RAD/CMD

REVISED:

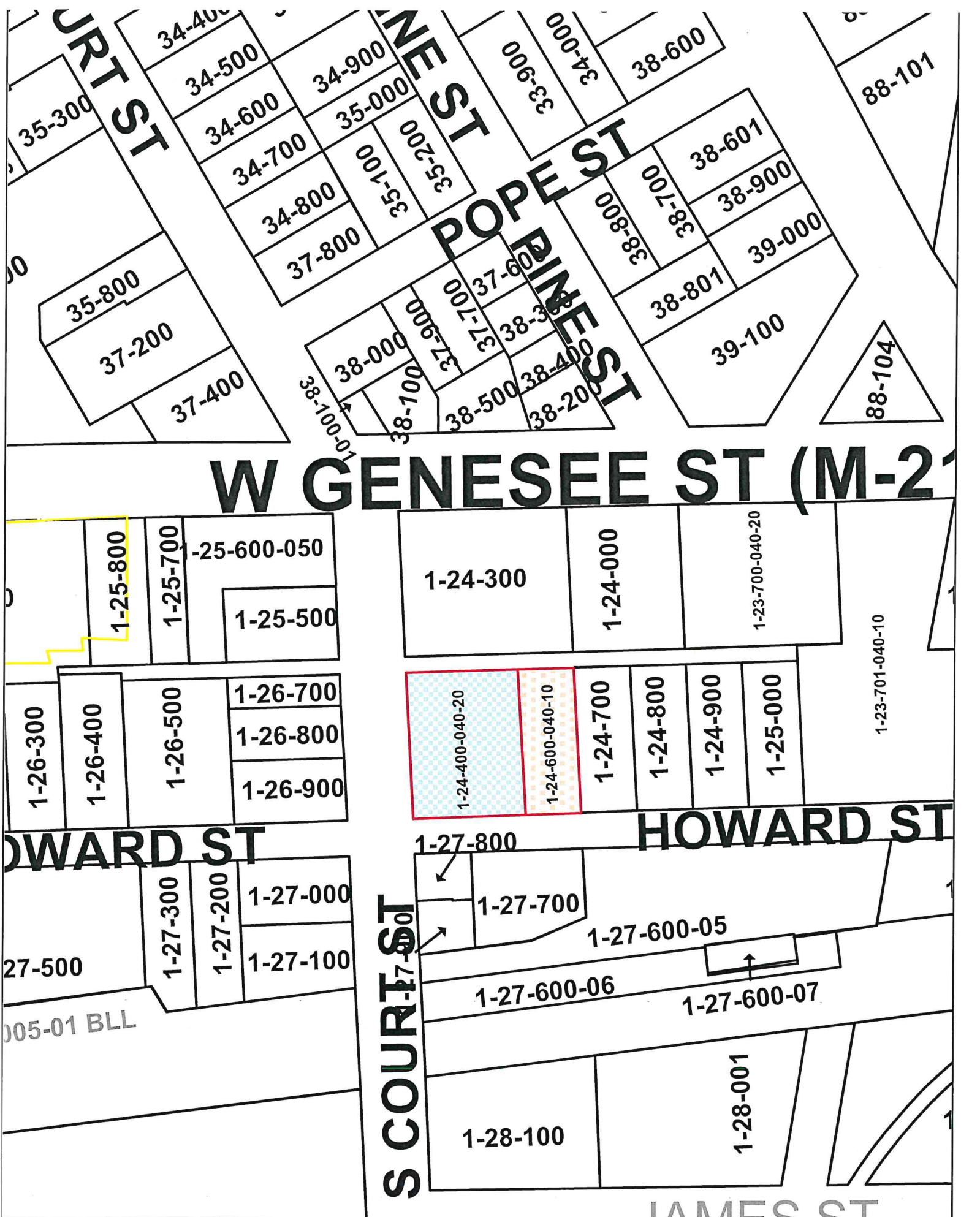
SHEET: 1 OF 1

JOB NO: 213684





City of Lapeer Address Map Before Split







Dana M. Miller
Lapeer County Treasurer
255 Clay St. Suite 303, Lapeer, MI 48446
810-667-0239

Land Division Tax Payment Certification Form

Name: Derrick Zock Phone: 586-201-4411
Owner Address: 4721 Hasslick Rd
Owner City, State, Zip: North Branch, MI 48461
Property Address: 130 Howard St
Property City, State, Zip: Lapeer, MI 48446
Parcel ID: L21-24-400-040-00

-Attach a description of the parcel to be divided-

☐ CERTIFICATION DENIED

The Lapeer County Treasurer's Office has found delinquent taxes on the parcel listed above and cannot issue a certification of tax payment.

Delinquent taxes owed: _____

☒ CERTIFICATION APPROVED

Pursuant to House Bill 4055 The Lapeer County Treasurer's Office certifies that all property taxes and special assessments due on the parcel or tracts subject to the proposed division for the five years preceding the date of the application have been paid.

Certified By: Dana M. Miller / ac Date Certified: 4/29/24



Lapeer County Treasurer
255 Clay St. Ste. 303
Lapeer, MI 48446
810-667-0239

Land Division Act 288 of 1967, MCL 560.109 (1) (i) Certification

TAX YEAR	TAX. VALUE	BASE TAX	BASE TAX DUE	INTEREST/FEES DUE	TOTAL DUE	LAST PMT
2023	171,800	8,191.34	0.00	0.00	0.00	04/10/24
2022			0.00	0.00	0.00	
2021			0.00	0.00	0.00	
2020			0.00	0.00	0.00	
2019			0.00	0.00	0.00	
2018			0.00	0.00	0.00	
TOTAL			0.00	0.00	0.00	

Property Number: L21-24-400-040-10

Taxing Unit: CITY OF LAPEER

Owner Name: ZOCK, DERRICK

Property Address: 130 HOWARD ST

LAPEER MI 48446

DESCRIPTION OF PROPERTY

CITY OF LAPEER JENNINGS ADDITION LOTS 12, 13, & 14, BLOCK 1 (1=9, P=598 SEC 5 T7N, R9E) SPLIT/COMBINED ON 10/18/2022 FROM L21-24-600-040-00, L21-24-400-040-00;

LD: 101-253-628.000

\$5.00

I hereby certify, based upon the records in my office, that there are no tax liens, delinquent taxes or special assessments against the above description for the 5 years preceding the date of this instrument. This certification does not include taxes, if any, now in the process of collection by the City, Village or Township Treasurer.

Requested by:

Dana M. Miller
Lapeer County Treasurer
04/29/24



Step 1: Select Payments

Step 2: Review and Submit

Step 3: Confirmation and Receipt

Step 3: Confirmation and Receipt

2023 Winter

Result: Payment Authorized

Confirmation Number: 154153517

Your payment has been authorized successfully and payment will be processed.

Lapeer County thanks you for your payment. For questions about your account, please call 810-667-0239 Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

My Bills

Description	Amount
Delinquent Taxes - Direct payment of \$5,109.85 on Parcel Number L21-24-400-040-10	\$5,109.85

Customer Information

First Name: Derrick
Last Name: Zock
Address Line 1: 231 E Nepessing St
Address Line 2:
City: Lapeer
State: Michigan
Zip Code: 48446
Phone Number: 5862014411
Email Address: courtneyautoexpress@yahoo.com

Subtotal:	\$5,109.85
Convenience Fee:	\$3.00
Total Payment:	\$5,112.85

Payment Information

Payment Date: 04/09/2024
Check Routing Number: 041000124
Check Account Number: *****04
Account type: Checking

Print

Finished

9502

6-12/410

Auto Express
231 E Nepessing St
Lapeer, MI 48446-2317

Date 04-08-24PAY to the
Order of

City of Lapeer
two hundred and 00/100

\$ 200.00

Dollars

Photo
Safe
Deposit
Details on back

PNC BANK

FOR Lot SplitDemick Zock

⑈009502⑈ ⑆041000124⑆ 4244508722⑈

Received From:
AUTO EXPRESS
231 E NEPESSING ST
LAPEER MI 48446

Date: 04/09/2024

13:25:01 PM

Receipt: 157551 *** REPRINT

Cashier: amclean

APPLICATION FOR LAND DIVISION
130 HOWARD STREET

ITEM REFERENCE

AMOUNT

PLANSPLT PLAN-LOT SPLIT APP FEE
PLAN-LOT SPLIT APP FEE

\$200.00

TOTAL

\$200.00

\$200.00

\$200.00

\$0.00

CHECK 9502

Total Tendered:



ITEM C-13

To: Mike Womack, City Manager
From: Romona Sanchez
Date: May 10, 2024
RE: Local Governing Body Resolution for Charitable Gaming Licenses

STAFF RECOMMENDATION

Adopt the Local Governing Body Resolution for Charitable Gaming Licenses for Love INC.

CURRENT OR NEW INFORMATION

Love, INC. is applying for a charitable gaming license through the State of Michigan. This license would allow the organization to host fund-raising events. Glenda Brady is asking for City Commission approval of the above-mentioned resolution.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

None.

AGENDA ITEM REVIEW

Meeting Date:	May 20, 2024	Date Reviewed:	May 10, 2024
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			

From: [Glenda Brady](#)
To: [Romona Sanchez](#)
Subject: Love INC - Raffle license
Date: Wednesday, May 1, 2024 8:32:05 AM



IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender glenda.loveinc@gmail.com

Hi Romona

The raffle license will be used for our Sporting Clay Tournament August 24, 2024. We might raffle a Sporting clay style gun or a gun cabinet - something worth \$1000 - \$2000 - my board of directors has not decided yet.

Can you email me a copy of the signed paperwork once it's approved? Then I can forward it to the state gaming commission.

In case you need to mail it to me:
Love INC
1680-B North Lapeer Rd.
Lapeer, MI 48446

--

Thank you,

Glenda Brady
Executive Director



810-245-2414



State of Michigan
Michigan Gaming Control Board
Millionaire Party Licensing
3062 W. Grand Blvd, Suite L-700
Detroit, MI 48202-6062
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(k)(ii))

At a Regular meeting of the City of Lapeer
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD
called to order by Mayor Marquardt on May 20, 2024
DATE
at 6:30 a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Love INC of Lapeer,
NAME OF ORGANIZATION CITY
county of Lapeer, asking that they be recognized as a nonprofit
COUNTY

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be
considered for Approval.
APPROVAL/DISAPPROVAL

<u>APPROVAL:</u>	Yeas: _____	<u>DISAPPROVAL:</u>	Yeas: _____
	Nays: _____		Nays: _____
	Absent: _____		Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted
by the City of Lapeer at a Regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
meeting held on May 20, 2024.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK
Romona Sanchez, City Clerk
PRINTED NAME AND TITLE
City of Lapeer, 576 Liberty Park, MI 48446
ADDRESS

Organization Information: _____
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP
()
ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE PHONE NUMBER



ITEM D-1

To: Mayor and City Commission
From: Kelly Hanna, Director of Financial Services
Date:
RE: Bill Listing – May 20, 2024

STAFF RECOMMENDATION

Approve the bill listing as presented.

CURRENT OR NEW INFORMATION

I, Kelly Hanna, Director of Financial Services, have reviewed the bills for May 1, 2024, through May 14, 2024, in the total amount of **\$407,908.18** and find them to be proper charges.

AGENDA ITEM REVIEW

Meeting Date:	May 20, 2024	Date Reviewed:	May 15, 2024
Consent:			
Administrative:	X	Reviewed By:	D. Jansen, Deputy Clerk
Public Hearing:			

CHECK REGISTER FOR CITY OF LAPEER
CHECK DATE FROM 05/01/2024 - 05/14/2024

Check Date	Check	Vendor Name	Amount
05/09/2024	2105(A)	GREAT LAKES WATER AUTHORITY	140,761.28
05/09/2024	597795	MOTOROLA	82,360.76
05/09/2024	2124(E)	BLUE CROSS & BLUE SHIELD OF MI	66,952.56
05/09/2024	2119(A)	SPICER GROUP	13,235.50
05/09/2024	2125(E)	CONSUMERS ENERGY	12,186.15
05/09/2024	597793	MLR ENGINEERING	8,300.00
05/09/2024	597791	METRO ENGINEERING SOLUTIONS	6,500.00
05/09/2024	597776	ETNA SUPPLY	6,185.00
05/09/2024	597787	LAKEVIEW CONSTRUCTION	5,750.00
05/09/2024	2099(A)	ABM COMMERCIAL CLEANING, LLC	5,660.00
05/09/2024	597780	GREAT LAKES DIRECTIONAL BORING & TR	5,500.00
05/09/2024	597802	T. P. ISRAEL CO INC	4,985.00
05/09/2024	597769	BESSETTE'S BUMPING & PAINTING	4,908.05
05/09/2024	597775	DELYNN'S DESIGNS, INC	3,953.10
05/09/2024	2101(A)	CORRIGAN OIL II, INC.	3,575.97
05/09/2024	2109(A)	L.E.O.R.T.C	3,155.90
05/09/2024	2100(A)	CARAHSOFT TECHNOLOGY CORP	3,087.00
05/09/2024	2106(A)	IDF CLEANUP, INC.	3,000.00
05/09/2024	2110(A)	MACQUEEN EQUIPMENT, LLC	2,428.17
05/09/2024	2122(A)	VECTOR TECH GROUP	2,345.00
05/09/2024	2111(A)	MAUK, JODI	1,807.70
05/09/2024	2118(A)	SMITH, SHANNON	1,807.70
05/09/2024	597792	MGS ELECTRIC INC.	1,452.00
05/09/2024	2127(E)	METROPOLITAN LIFE INSURANCE COMPANY	1,324.98
05/09/2024	2113(A)	MUNICIPAL EMERGENCY SERVICES, INC	1,145.68
05/09/2024	2121(A)	TAYLOR, SARAH	1,000.00
05/09/2024	597805	VIEW NEWSPAPERS	934.20
05/09/2024	597804	VERIZON WIRELESS	933.42
05/09/2024	2108(A)	KIRBY BUILT PRODUCTS, INC.	922.90
05/09/2024	2102(A)	CRUISERS, INC	817.25
05/09/2024	2103(A)	EUROFINS ENVIRONMENT TESTING	697.50
05/09/2024	2107(A)	JOHNSON CONTROLS SEC. SOLUTIONS	680.18
05/09/2024	2120(A)	SZOTT FORD	667.50
05/09/2024	2117(A)	RIGHT TOUCH LANDSCAPING INC	550.00
05/09/2024	2115(A)	PARAGON LABORATORIES, INC.	526.00
05/09/2024	2114(A)	NORTH CENTRAL LABS	489.52
05/09/2024	597765	ACTION MUNICIPAL SUPPLY, LLC	483.00
05/09/2024	2123(A)	WHOLESALE TREE, INC.	438.00
05/09/2024	597770	BLUE FLAME PROPANE INC	361.76
05/09/2024	597799	STATE OF MICHIGAN	335.00
05/09/2024	597797	PRO ENERGY CONSULTANTS OF ANN ARBOR	325.00
05/09/2024	597777	FENTON MEMORIALS & VAULTS, INC.	315.00
05/09/2024	2116(A)	PIONEER MANUFACTURING CO. INC	305.95

05/09/2024	597800	STATE OF MICHIGAN	288.00
05/09/2024	597779	GOFF, JASON & ANGELA	250.00
05/09/2024	597782	HELTON CONCRETE	250.00
05/09/2024	597789	LILLEY, BRUCE & CYNTHIA	250.00
05/09/2024	597794	MOORS MASONRY	250.00
05/09/2024	597796	PIPE DOCTOR 247, LLC	250.00
05/09/2024	597783	HENSON, JULIE	236.00
05/09/2024	597786	JAY'S SEPTIC	230.00
05/09/2024	597790	MARCO TECHNOLOGIES, LLC	224.88
05/09/2024	2112(A)	MAURER'S TEXTILE RENTAL SERVICES	214.40
05/09/2024	597788	LAPEER CO REGISTER OF DEEDS	210.00
05/09/2024	597772	CANNELL, RONALD	200.33
05/09/2024	597771	BUD'S HEATING & COOLING	200.00
05/09/2024	597773	CAPITOL SUPPLY & SERVICE, INC	200.00
05/09/2024	597785	HOLLAND HEATING & COOLING, INC	200.00
05/09/2024	597801	STATLAB, LLC	150.00
05/09/2024	597781	GROUP RESOURCES	144.00
05/09/2024	597806	WILLIAMS, DAWN	110.00
05/09/2024	597803	TRW LANDSCAPES LLC	103.00
05/09/2024	2126(E)	INVOICE CLOUD	100.00
05/09/2024	597764	911 MECHANICAL ADVANCED AIR CARE	100.00
05/09/2024	597766	ADVANCE CONTRACTING AND ELECTRIC	100.00
05/09/2024	597767	ASHLEY HARTWICK	100.00
05/09/2024	597768	BERGERON BACKFLOW SERVICES	100.00
05/09/2024	597778	FOUNDATION SYSTEMS OF MICHIGAN	100.00
05/09/2024	597798	SIGNS BY CRANNIE, INC	100.00
05/09/2024	2104(A)	FLINT WELDING SUPPLY CO	81.25
05/09/2024	597774	CAPITOL SUPPLY & SERVICE, INC	9.00
05/09/2024	597784	HIBBLER, ERIC	7.64
05/12/2024	2(S)	WELLER TRUCK PARTS, LLC.	0.00
TOTAL			<u><u>\$407,908.18</u></u>

To: Mike Womack, City Manager
From: Kelly Hanna, Director of Financial Services
Date: May 14, 2024
RE: Budget Amendment for FY2023/24

STAFF RECOMMENDATION

Recommend City Commission approve the attached budget amendment as presented.

CURRENT OR NEW INFORMATION

Attached is a budget amendment for FY23/24. The FY24/25 budget submitted to the City Commission included these projections. It is recommended that the City Commission approve the attached budget amendment as presented.

If you have any questions or require further information, please advise.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

AGENDA ITEM REVIEW

Meeting Date: May 20, 2024

Date Reviewed: May 15, 2024

Consent:

Administrative: X

Reviewed By: D. Jansen, Deputy City Clerk

Public Hearing:

BUDGET ADJUSTMENT
REQUEST FORM

2023/2024

ACCOUNT #	ACCOUNT NAME	AMOUNT OF ADJUST. (+/-)
101-000-438.000	INCOME TAX	15,992
101-301-505.000	JUSTICE TRAINING FUNDS	5,000
101-336-675.010	DONATIONS	2,753
	Increase in General Fund Revenue	23,745
101-265-701.000	SALARY & WAGES-FULL TIME	6,500
101-265-715.000	SOCIAL SECURITY	500
101-265-716.000	HEALTH INSURANCE	4,000
101-265-718.000	RETIREMENT SYSTEM	3,200
101-265-930.000	BUILDING & GROUNDS MAINTENANCE	5,000
101-265-941.000	EQUIPMENT RENTAL-CITY	2,000
101-265-969.100	PROPERTY INSURANCE	700
101-266-826.000	CITY ATTORNEY FEE	(53,900)
101-301-830.400	JUSTICE TRAINING CONF AND WORKSHOPS	5,000
101-336-741.000	UNIFORMS	870
101-336-782.000	MATERIAL AND SUPPLIES	1,127
101-441-926.000	STREET LIGHT UTILITY EXPENSE	12,000
101-441-941.000	EQUIPMENT RENTAL-CITY	20,000
101-966-995.403	TRANS TO CAPITAL IMPROVEMENT	16,748
	Increase in General Fund Expenditures	23,745
	Net Change to General Fund	-
249-371-491.200	ELECTRICAL PERMITS	18,000
249-371-491.300	MECHANICAL PERMITS	32,500
249-000-665.000	INTEREST ON INVESTMENTS	8,000
	Increase in Building Fund Revenue	58,500
249-371-815.000	OTHER CONTRACTUAL SERVICE	71,000
249-371-826.000	LEGAL FEES	(12,500)
	Increase in Building Fund Expenditures	58,500
	Net Change to Building Fund	-
403-964-699.101	TRANS FROM GENERAL FUND	16,748
	Increase in Capital Fund Revenue	16,748
403-336-976.000	MACHINERY & EQUIPMENT	16,748
	Increase in Capital Fund Expenditures	16,748
	Net Change to Capital Fund	-

BUDGET ADJUSTMENT
REQUEST FORM

2023/2024

ACCOUNT #	ACCOUNT NAME	AMOUNT OF ADJUST. (+/-)
602-000-665.000	INTEREST ON INVESTMENTS	9,600
	Increase in Technology Fund Revenue	9,600
602-228-934.000	EQUIPMENT MAINT-COMPUTER	9,600
	Increase in Technology Fund Expenditures	9,600
	Net Change to Technology Fund	-

Kelly Hanna

Department Head Signature

TO: FINANCE DEPARTMENT



The above indicated Budget Adjustments were approved by the City Commission at their _____ Commission meeting. Please make the appropriate entries to reflect the approved amount.

Date

City Manager's Signature



ITEM G-2

To: Mike Womack, City Manager
From: Jeff Graham Public Works Director
Date: May 14, 2024
RE: City Commitment to Purchase Cat Loader

STAFF RECOMMENDATION

I recommend that the commission approve the commitment to purchase Cat loader.

CURRENT OR NEW INFORMATION

The City Commission has approved the CIP and the Budget for Fiscal Year 2024-2025, which includes the replacement of the Komatsu loader in the amount of \$255,000. Upon approval, the new loader will be purchased at a lower price \$240,000. This is only a commitment to purchase after July 1, 2024.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

The 2016 Komatsu loader has needed many repairs. Replacing the 2016 Komatsu with the Cat loader will allow the DPW to utilize existing attachments which are already owned by the City. Additionally, the Komatsu loader will be sold or traded in with an anticipated value to be approximately \$80,000 to \$85,000.

AGENDA ITEM REVIEW

Meeting Date:	May 20, 2024	Date Reviewed:	May 15, 2024
Consent:		Reviewed By:	D. Jansen, Deputy Clerk
Administrative:	X		
Public Hearing:			

TITLE

TERMS AND CONDITIONS

This order is subject to the following terms and conditions:

- 1) Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
- 2) This order, when accepted by Seller, shall become a binding contract but shall be subject to strike, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or governmental action or any other causes beyond the control of the Seller whether the same as or different from the matter and things hereinbefore specifically enumerated, and any said causes shall absolutely absolve the Seller from any liability to the Buyer under the terms hereof.
- 3) Unless the equipment is paid for in full in cash at the time of delivery, Seller retains a SECURITY INTEREST in such equipment within the meaning of the UNIFORM COMMERCIAL CODE together with all and any substitutions, additions, or accessions, and in any and all proceeds from the sale, exchange or disposal thereof. Buyer, prior to or after delivery, specifically agrees to enter into and execute a FINANCING STATEMENT or statements, and a SECURITY AGREEMENT, setting forth the terms and conditions of the agreement between the parties in relation to the security interest of the Seller. In the event the Buyer fails to enter into such SECURITY AGREEMENT with the Seller, the entire balance of the purchase price shall at the Seller's option become due and payable, and the Seller shall have all remedies available to him provided for and set out in the UNIFORM COMMERCIAL CODE, and at the Seller's option this order may be treated by the Seller as a SECURITY AGREEMENT insofar as the law allows. Buyer further agrees to execute and deliver to Seller any Promissory Note, or other evidence of indebtedness that may be required by the Seller. However, any Note taken herewith shall evidence indebtedness only and is not to be considered or construed to be payment for said equipment.
- 4) Buyer hereby certifies he has and will maintain **FULL PROPERTY INSURANCE** covering the equipment being purchased, **GENERAL LIABILITY INSURANCE** of at least \$500,000 and workman's compensation coverage to the limits of the state where the equipment will be operated until the owed balance is paid in full.
- 5) The Seller's responsibility for shipment ceases upon delivery to transportation company, and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer directly to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days after receipt of shipment.
- 6) The Buyer agrees that this order shall not be countermanded by him. Upon acceptance by Seller (and the execution and delivery of the contract or contracts, and Note or Notes required to consummate the sale as above specified), this writing will constitute a final expression of the parties' agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement any of the terms of the Agreement. The Seller is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein. No oral agreement, guaranty, promise, condition, representation or warranty shall be binding. All prior conversations, agreements, or representations related hereto and/or said equipment are integrated herein. No modification hereof shall be binding unless in writing and signed by the Seller.
- 7) The seller shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of said equipment, nor for any damages resulting to the Buyer by reason of any delays or any alleged failure of any equipment to operate. Buyer understands that Seller is neither the manufacturer of the equipment nor the agent of the said manufacturer, and Seller makes no express warranties other than those appearing herein as Seller's warranties. In addition, there are not implied warranties of merchantability or fitness for a particular purpose in connection with the sale of the equipment hereunder.
- 8) In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable effort to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.
- 9) Michigan CAT makes no warranty or guarantee that this equipment or attachments meet any state or federal standards or regulations under authority of the Occupational Safety and Health Act of 1970, or the Construction Safety Act.
- 10) Under the terms of this order Seller is obligated to make warranty repairs during working hours, Seller regular working hours at regular time labor rates. If, at the request of the Buyer, such warranty repairs are performed during overtime hours, Seller will charge Buyer the difference between amount computed at Seller's regular time rates and overtime labor rates and shall be paid this amount by Buyer as a condition of this order.
- 11) Buyer agrees to indemnify and hold harmless Seller, its agents, employees, successors and assigns from and against any and all losses, damages, claims and expenses, including legal fees incurred by Seller as a result of the use, condition (including patent or latent defects whether or not discoverable) or operation of the equipment, regardless of where, how, or by whom it may be operated.
- 12) Late Charge Policy: Late charges will be assessed at the rate of 1.5% per month (18% per annum) on all invoices past due 30 days.
- 13) In connection with any litigation including appellate proceedings arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- 14) This agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto.

BILL OF SALE FOR PROPERTY TAKEN IN TRADE

For value received, buyer hereby bargains and sells, grants and delivers unto Michigan CAT, Grantee, all of buyer's rights, title and interest in the used equipment described below offered in trade on equipment purchased by the undersigned Buyer. The undersigned Buyer covenants with said Grantee that the undersigned Buyer is the lawful owner of said used equipment, that it is free from all liens and encumbrances. Buyer will warrant and defend same against the lawful claims and demands of all persons. Trade Allowance Subject to Payoff Balance Owed.

Model	Make	S/N	Year	Trade Allowance	SMU	Payout To	Amount Owed	To Be Paid By	Notes
-------	------	-----	------	-----------------	-----	-----------	-------------	---------------	-------

by _____
(Title)



ITEM G-3

To: Mike Womack, City Manager
From: Rodney Church, Director of Parks, Recreation & Cemetery
Date: May 13, 2024
RE: Approve additional scope items for Rowden Park Project – Spark Grant

STAFF RECOMMENDATION

To approve adding additional scope items to the Rowden Park Linear Pathway Project funded by the Spark Grant not to exceed the \$389,685.20 balance remaining on the grant.

CURRENT OR NEW INFORMATION

At the April 15, 2024, Commission meeting the City Commission approved hiring Diamond Excavating for the Rowden Park Pathway project. Even after additional change orders in the amount of \$50,000, there remains a significant amount of funding available for the project. Approval from the DNR was requested and granted to add additional scope items. Below is what we are proposing to add to the project at no cost to the City:

1. Parking Lot Improvements
 - a. Pulverize and repave existing asphalt driveway and parking lot.
 - b. Re-paint parking lot lines.
 - c. Add additional ADA parking spaces.
2. Trail extension
 - a. Asphalt pathway leading from the entrance of the park at M-24 running adjacent to the existing driveway connecting to the pathway near the NW corner of the parking lot.

Below is the Spark Grant Financial Summary with the added scope items:

Spark Grant Financial Summary	
Spark Grant Award	\$767,600.00
Rowden Park Trail Rehab Engineering	\$77,700.00
Diamond Excavating Contract	\$250,214.80
Change Orders to original project	\$50,000.00
Additional Scope Items including engineering (see above)	\$325,589.72
Spark Grant Funding Remaining	\$64,095.48

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

None.

AGENDA ITEM REVIEW

Meeting Date: May 20, 2024 **Date Reviewed:** May 15, 2024
Consent:
Administrative: X **Reviewed By:** D. Jansen, Deputy Clerk
Public Hearing:



ITEM G-4

To: Mike Womack, City Manager
From: Jeff Graham, Director of Public Works
Date: May 14, 2024
RE: Approval of Contract with Precision Concrete Cutting FY 23/24

STAFF RECOMMENDATION

It is recommended that the City Commission approve the \$35,000 contract with Precision Concrete Cutting.

CURRENT OR NEW INFORMATION

The Department of Public Works is requesting permission to approve the contract with Precision Concrete Cutting for \$35,000. See attached sheet CIP project #19100 commission approved \$50,000 until FY 28/29 to be spent on sidewalk repair and/or replacement. This is money that we have budget for FY 23/24 and we would get this done before July 1, 2024.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

None.

AGENDA ITEM REVIEW

Meeting Date:	May 20, 2024	Date Reviewed:	May 15, 2024
Consent:			
Administrative:	X	Reviewed By:	D. Jansen, Deputy Clerk
Public Hearing:			



1896 Goldeneye Drive, Holland MI 49424
Phone: 616.403.1140 FAX: 616.582.5951
www.MichiganSafeSidewalks.com

May 13, 2024

City of Lapeer

Attn: Ross Slusher, Superintendent of Utilities & Streets
217 Bentley St
Lapeer, MI 48446

Phone: (810) 664-4711 Email: rslusher@ci.lapeer.mi.us



Subject: **SIDEWALK TRIP HAZARD ELIMINATION, Proposal for CITY of LAPEER, 2023-2024**

Ross,

We appreciate the opportunity to submit this proposal for the City of Lapeer. Total cost for this project will **not exceed \$35,000** based on an agreed scope and job rate. Upon your review and acceptance of this proposal, **please sign and return** (or submit a valid purchase order referencing this proposal) via FAX to (616) 582-5951 or email us at info@PCCMich.com.

We will provide an updated W-9 for your files and proof of insurance (an ACORD). Let us know if any additional information or documents are required before we begin work. We appreciate the opportunity to provide our service.

Precision Concrete Cutting

Precision Concrete Cutting (PCC) has been removing trip hazards from uneven sidewalks and other concrete walkways across the nation for over 25 years. As the industry leader in technology and price, PCC can reduce liability associated with uneven sidewalk and help meet ADA compliance with a method more effective and less expensive than alternatives. PCC utilizes its patented tools and processes that it has developed and refined for trip hazard removal. Not only is trip hazard removal the specialty of PCC... it's the only thing we do. PCC has dozens of locations across the country. Precision Concrete, Inc. is the locally licensed business unit serving Michigan, Indiana, Central Illinois, and Missouri that leverages the proven tools, process, and training to provide this service.

The Advantage

The Precision Concrete Cutting (PCC) service removes the entire trip hazard from side to side on the entire sidewalk while other methods of repair often leave a portion of the trip hazard. Not only can PCC reach the edges of every sidewalk, we can remove trip hazards from virtually any angle and at any location. Trip hazards caused by cracked concrete or located in hard-to-reach places such as in gutters or adjacent to a wall, post, or railing will be eliminated without any damage to nearby impediments. **There is no other process of trip hazard removal available with the quality, flexibility, and diversity as that of PCC.**



Quality

The Precision Concrete Cutting (PCC) process involves the measurement of every sidewalk trip hazard identified. PCC inspects the sidewalks and takes specific measurements to identify and log each trip hazard size and location. These measurements are used to determine the size of repair that is required, and to guarantee that the repair is made to dimensional specifications.

The PCC finished repair is aesthetically pleasing, smooth, and of superior quality compared to alternatives. It does not leave grooves in the surface of the concrete, it is not uneven, and is left with an acceptable coefficient of friction to not create slip hazards.



Environmental & Community Friendly

The Precision Concrete Cutting (PCC) process does not require heavy equipment in the work area. The PCC equipment is small and maneuvered about by individual employees. No damage is created to buildings, landscaping, irrigation systems, or the surrounding environment. Complete cleanup of the work area is performed and dust abatement systems minimize dust. All materials removed are properly recycled.

PCC utilizes a patented dust collection system to keep dust to a minimum while performing its work. This is a great benefit over other repair processes that leave the area covered in concrete dust or slurry. PCC also cleans up the removed concrete and debris created while performing the repairs and disposes (for recycle) of it as part of the service. Being a complete solution, no follow-on tasks are required of City of Lapeer staff. Sidewalks remain open with only minor disruption while PCC moves thru an area performing the trip hazard removals.

As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. For example, **removing and replacing just 50 sidewalk panels would result in approximately 60,000 lbs of concrete being removed** (your average 5' x 5' panel weighs about 1,200 lbs). Using Precision Concrete Cutting, sidewalk trip hazard removal can be accomplished by removing about 400 lbs of concrete that will be recycled. No heavy equipment or hauling is required. Also, there is no damage to trees or adjoining landscape with Precision Concrete Cutting.



Real Savings

Precision Concrete Cutting (PCC) leverages new technology and unique equipment to perform sidewalk repairs at a 70-80% cost savings compared to sidewalk replacement. It is estimated that this project will **save City of Lapeer over 200,000 on repairs.**

Professional Plan and Approach

Precision Concrete Cutting (PCC) will conduct a pre-construction planning meeting with the City of Lapeer designated contact(s) using a PCC Project Manager to establish priorities, a high-level schedule for each job site, review risks/constraints, and safety plans. The Project Manager will assure schedule, scope, and budget objectives are attained for the project. The PCC Delivery Manager will assure quality and safety objectives are attained during the onsite work phase of the project.

PCC will deploy a well-marked light-duty pickup truck/van and full logo trailer used to mobilize up to three (3) full sets of cutting equipment and operators. Safety cones are placed wherever the truck/van and trailer park and they are placed on the sidewalks in front of and behind the operator area to assure pedestrian safety during cutting. All PCC staff (including project manager) wears high-visibility safety vests whenever they are outside their vehicle.



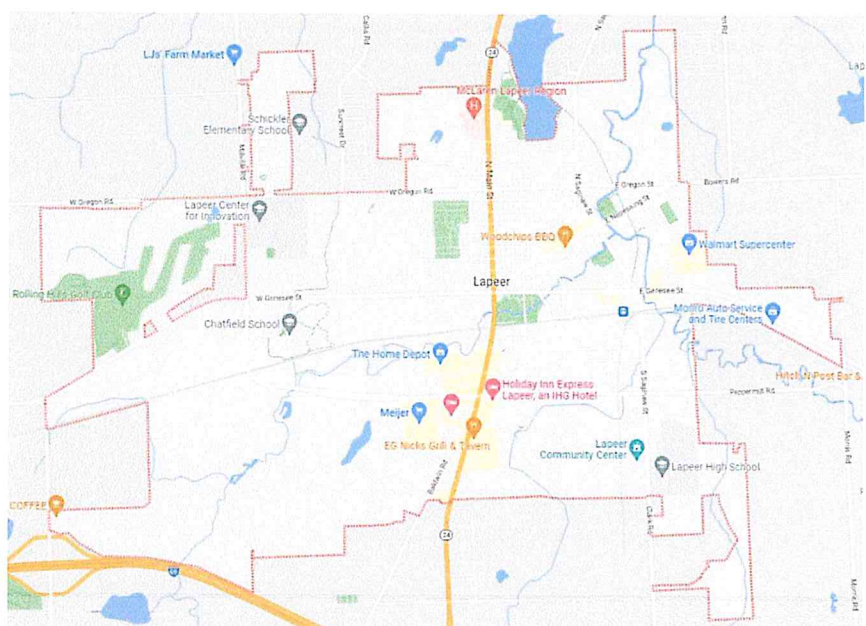
Scope and Cost

Precision Concrete Cutting (PCC) is proposing a SAW CUT solution (NOT GRINDING) for the City of Lapeer to remove sidewalk trip hazards, in contiguous areas, to be determined by the City. PCC would typically bill for this project at the rate of \$58 per Inch Foot (defined as the average inch height of the trip hazard x linear feet of the hazard). For this project, PCC will perform up to 854 IF of trip hazard removal for a total cost of **\$49,513**. However, with municipal discount pricing applied, **total cost for this project will not exceed \$35,000***. Billing will be based on actual work performed, without exceeding the approved project budget.

The scope of the sidewalk trip hazards is defined as differentials in the walkway of over .250" high but less than or equal to 1.5" high. Trip hazards will be eliminated, leaving a maximum running slope (ramp) of 1:8 as permitted to meet ADA requirements wherever possible. The work will be performed on City sidewalks in the project area(s), as prioritized by the City, up to the approved project budget.

Job No. (Area)	Location	RR (Remove and Replace) or out of scope	Estimated # of Trip Hazards Cut	Estimated Linear Feet	Inch Feet	Cost
1	Area 1 determined by City	0	172	550	213	\$12,378.05
2	Area 2 determined by City	0	172	550	213	\$12,378.05
3	Area 3 determined by City (as budget allows)	0	172	550	213	\$12,378.05
4	Area 4 determined by City (as budget allows)	0	172	550	213	\$12,378.05
Totals		0	688	2,202	854	\$49,512.20
Additional Services:						\$0.00
Travel and Expenses:						\$0.00
Discount* :						-\$14,512.20
Net Proposed Total:						\$35,000.00

**Municipal discount will apply if project accepted prior to May 24, and with an authorization to proceed with project by June 3, 2024 (schedule permitting).*



Sole Source Status

The technology that Precision Concrete Cutting uses to remove trip hazards has been developed and patented by Precision Concrete Cutting based in Provo, UT. Precision Concrete Cutting and its local branches are the only companies authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Patent No. 6,827,074

U.S. Patent No. 6,896,604

U.S. Patent No. 7,000,606

U.S. Patent No. 7,143,760

U.S. Patent No. 7,201,644

U.S. Patent No. 7,402,095

These patent numbers and the Precision Concrete Cutting (PCC) licensing agreement make Precision Concrete, Inc. a sole source for trip hazard removal in Michigan using this technology.

Invoicing

A Precision Concrete Cutting (PCC) invoice will be issued for work completed at the conclusion of the project. Payment terms are net 15 days from the date work is completed unless contract states otherwise. PCC will not charge City of Lapeer any additional fees for mobilization, setup, cleanup, or travel / expenses. All such fees are included in the proposed price.

An itemized invoice listing the location of each trip hazard resolved will be listed and can be provided in hard copy or soft copy as required by City of Lapeer. This itemized list provides the City of Lapeer with a completely auditable summary of the work performed by PCC. It is also a document that can support the fact that your organization has a proactive sidewalk maintenance program in place.

Summary

Precision Concrete Cutting is very interested in working with City of Lapeer to deliver a proactive and cost-effective sidewalk maintenance program to help with the efforts of ADA compliance and reduce liabilities associated with sidewalk trip hazards. Our goal is to foster a long-term relationship in which we can help City of Lapeer achieve its annual sidewalk maintenance objectives.



Thank you for your consideration. Signature and date below confirms your acceptance of this proposal.

Ben Johnson, Business Dev Mgr, SE Michigan
and **Mark Bonkowski** (*President*)

Precision Concrete, Inc.
1896 Goldeneye Drive
Holland MI 49424

(248) 606-9161 Cell

(616) 403-1140 Office
(616) 582-5951 Fax

City of Lapeer

authorized signature / date

printed name / title

Capital Improvement Project

FY23/24 through FY28/29

PROJECT # 19100

PROJECT NAME: Sidewalk Repair & Maintenance

Category:	Sidewalks	Location:	City-Wide	Start Date:	July 2023
Department:	DPW-SIDEWALKS	Address:		Priority:	High

Project Description:

Repair and replace damaged or missing sidewalk segments City wide in residential and other areas to help offset the cost to the property owner who is responsible per City ordinance for repairs and upkeep to adjoining sidewalk.

Project Justification:

Several trip and fall incidents in the past year due to damaged sidewalk has warranted the reinstitution of the sidewalk program. Currently there is no funding available for such repairs to correct unsafe segments of sidewalk. This program and funding are used to improve pedestrian safety when traveling in and along major thoroughfares and neighborhoods.

Funding Sources

		FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Total
Capital Improvement Fund								
		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000
	Total	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000
Expense Type		Account #						
Construction								
	403-444-974.000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000
	Total	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000



ITEM G-5

To: City Commission
From: Mike Womack-City Manager
Date: May 15th, 2024
RE: Parking Lot #5 Repave, drainage improvements and green space creation

STAFF RECOMMENDATION

Approve the proposal from T.G. Priehs Asphalt as presented, for a price of \$271,850.00 (which includes the 2-inch overlay not the 1.5-inch overlay).

Staff will also likely need engineering assistance to complete EGLE requirements,

CURRENT OR NEW INFORMATION

City staff met with Priehs Asphalt on site to discuss the possible repaving of the parking lot along with Commission requested drainage improvements as suggested by the City's engineer. DPW and Parks staff also discussed the removal of asphalt and parking area south of the existing light poles which would improve water runoff characteristics and would make the area more attractive and "park-like." The downside being that we would lose some parking spaces and also that the site could be less usable by the heavier Lapeer Day's equipment.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

Parking lot #5 is in terrible condition and otherwise heavily used by the City's businesses, their employees, and various events, including the food truck rally and Lapeer Days. Lapeer days did previously occur on the grass in Anrook Park but has been on the parking lot asphalt for a number of years. The City did place an asphalt overlay in this parking lot for the use of the artificial ice skating surface and while the skating surface has since moved to the Recreation Center, the asphalt overlay remains in very good condition.

The original vision for this site included a pavilion for farmers market use and the installation of significant electrical improvements to assist various uses of the area for events, however EGLE, which has approval oversight of this area due to the floodplain, was determined to be unlikely to cooperate with the City on those improvements and the improvements were likely to be very expensive as well.

Rowe engineering put together two quotes for improvement of this site, the first quote included all of the wished for electrical improvements for a price of \$1,002,611 and a second quote for \$799,868 which did not include the electrical improvements. The City's staff likewise came up with two quotes for the improvement of this site the first for \$185,000 which was a simple 1.5 inch asphalt overlay and the second for \$244,850 or \$271,850 which included improved site drainage work, the removal of significant asphalt from the site, assistance with the creation of additional green space on the south side of the area (with the Parks Department completing the plantings and either a 1.5 inch or a 2 inch asphalt overlay).

While the ROWE proposal likely includes better plans for site drainage, staff do not believe that the extra cost is warranted in comparison to the quote obtained by staff directly from Priehs. The minimum price difference of \$528,018 between the two quotes would be enough to

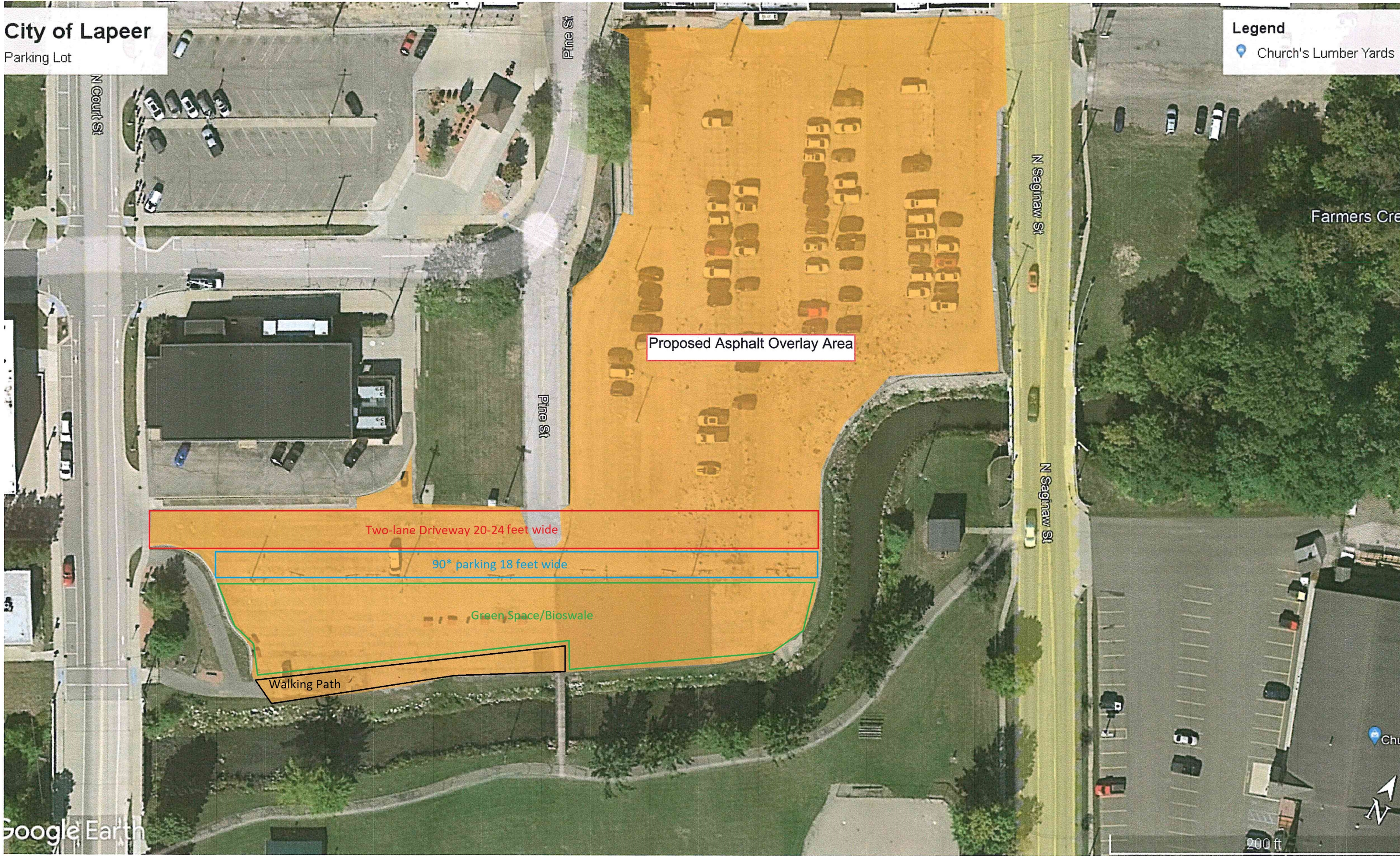
complete the same work over again an two additional times (1.94 times). That plus the quality of the previously completed overlay for the ice rink shows that an asphalt overlay can maintain integrity for a number of years at this location.

Priebs is also the expected contractor on the City’s cemetery road contract which is expected to be completed in August or September of this year, we may benefit from their completing both projects at the same time. Staff did inform Priebs that this project cannot be completed prior to Lapeer Days 2024. While the citizens would enjoy the improved asphalt for the festival, I did not want to spring such a drastic parking lot change on the Chamber of commerce with only a short time to prepare, they are aware of the expected change for 2025.

The City Commission did approve \$300,000 in the 24-25 budget for this project.

AGENDA ITEM REVIEW

Meeting Date:	May 20, 2024	Date Reviewed:	May 15, 2024
Consent:			
Administrative:	X	Reviewed By:	D. Jansen, Deputy Clerk
Public Hearing:			





8 Mountain Drive Imlay City, MI 48444
Phone: (810) 721-2600
Fax: (810) 721-2626
www.priehspaving.com

Proposal

February 29, 2024

City of Lapeer
576 Liberty Street
Lapeer, Michigan 48446

T.G. Priehs Paving Co. respectively submits the following proposal for your review. Our proposal includes the following items only:

Re: Downtown Parking Lot

Parking Lot Reduction Area

1. Excavate and remove existing asphalt. Haul spoils off site.
2. Excavate and remove 8 inches of parking lot subbase.
3. Furnish and install approx. 360 linear ft. of 8-inch perforated tile with sock and 3-24-inch precast concrete storm structures with beehive covers. Section of pipe underneath asphalt path will be solid 8-inch schedule 40.
4. Furnish and install a dry riverbed over buried tile consisting of fabric and 3-5-inch field stone.
5. Furnish and install approx. 8 inches of suitable fill and 4 inches of topsoil in the remaining lawn area.

10' Wide Asphalt Path

1. Furnish and install 6 inches of MDOT 21AA crushed limestone for path subbase.
2. Furnish and install 3 inches of MDOT 5EL asphalt in two layers.

Parking Lot

1. Edge cold mill as needed along concrete sidewalks, curb and approaches to allow proper drainage and smooth transitions. Haul spoils off site.
2. Sweep and clean asphalt.
3. Apply SS1H bond coat.
4. Furnish and install approx. 50 tons of MDOT 13A asphalt for wedging low spots.
5. Furnish and install 1.5 inches of MDOT 5EL asphalt to entire parking lot.
6. Stripe parking stalls to owner's specifications.
7. Clean up all job-related debris.

TOTAL PROJECT COST \$ 244,850.00

Options:

1. 2-inch parking lot resurface – Additional \$27,000.00

Notes:

1. Does not include any applicable permits or testing.
2. Work to be completed in conjunction and oversight of the City of Lapeer.
3. Does not include final restoration (seeding, shrubs, trees) in lawn area.

This proposal is to become an integral part of any and all future contracts involving this project. T.G. Priehs Paving Co. may withdraw or amend this proposal if not accepted within thirty (30) days.

Thank you for the opportunity to offer a proposal on this project. If you have any questions, please call 810-721-2600.

Travis Priehs, Owner



ITEM H-1

To: City Commission
From: Mike Womack-City Manager
Date: May 15th, 2024
RE: Freshwater Gardens possible land swap

STAFF RECOMMENDATION

Authorize the City Manager to continue negotiations with Freshwater Gardens to develop a proposed land swap to assist Freshwater Gardens in developing their proposed marihuana grower operation.

CURRENT OR NEW INFORMATION

Freshwater Gardens has submitted a letter to the City asking to move forward together on a possible deal where the City and Freshwater Gardens would complete a land swap between their property on Genesee and a City property located in the John Conley business park. The details of the land swap are still forthcoming but based upon the submitted letter and ongoing discussions between the parties, I believe that we can come to a fair and equitable resolution.

The land swap deal would still need to be approved of by the City Commission at a later date.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

Freshwater Gardens previously received an approval to build their marihuana grower operation on their property located on Genesee St., near to Krave Restaurant. Due to their difficulty in obtaining utility easements, their site plan expired and they were required to obtain an updated site plan approval, their resubmitted site plan was similar to the previously approved site plan. The Planning Commission voted against approval of the site plan/special land use necessary for this business to open at their property and Fresh Water gardens subsequently submitted a suit against the City in court for what they believe are violations of law in the denial of their site plan/special land use.

Concurrently but separately, I have been working on this potential land swap idea which would accomplish several goals of the City, the primary of which is moving a potentially smelly business away from the residential property uses located in the downtown area near to the Krave restaurant area. The City also wants to see job providing and tax paying legal businesses open in the City.

AGENDA ITEM REVIEW

Meeting Date:	May 20, 2024	Date Reviewed:	May 15, 2024
Consent:		Reviewed By:	D. Jansen, Deputy Clerk
Administrative:	X		
Public Hearing:			

FRESHWATER GARDENS, LLC

288 Barbara Court
Troy, Michigan 48084

Mr. Mike Womack, City Manager
City of Lapeer
576 Liberty Park
Lapeer, MI 48446

Dr. Mr. Womack:

In follow up to our correspondence by email, we would first like to indicate that we look forward to working with the City of Lapeer and constructing a state-of-the-art building to house our business, Fresh Water Gardens, in the John Conley Business Park area.

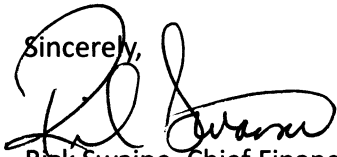
We have already had several meetings with our architect, Stucky, Vitale and our engineers at Stonefield Engineering, to revise our master site plan at the proposed property in the John Conley industrial park.

Our team will be reaching out to Rowe Engineering this week for guidance on the revised site plan which we hope to have ready for the Planning Commission by the June 13th meeting. In anticipation of the June 13th meeting, we feel it is important to meet with the City to discuss the specifics of the land swap agreement, so both parties are satisfied with the terms and conditions.

It is our hope to resolve and dismiss with prejudice the pending litigation by way of a consent judgment and/or development agreement that encompasses the various entitlements necessary to operate our proposed business at the John Conley Business Park location, including site plan approval, the land sale/swap, and final licensure and certificate of occupancy.

We appreciate your cooperation and look forward to hearing from you regarding next steps in this process.

Sincerely,



Rick Swaine, Chief Financial Officer
Fresh Water Gardens, LLC



Chris Stesney-Ridenour, President
Fresh Water Gardens, LLC

cc: Brian E. Etzel
Richard E. Rassel



ITEM J-1

To: Mayor and City Commission
Date: May 13, 2024
RE: Boards & Commissions Appointments

MAYORAL APPOINTMENT

BOARD OR COMMISSION	MEMBER NAME	CURRENT TERM EXPIRES	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
County Center Board	Vacancy	Jan 1, 2025	1 Year		Awaiting Recommendation
EDC/TIFA/Brownfield	Vacancy Vacancy	Mar 1, 2030 Mar 1, 2030	6 Year 6 Year		Awaiting Recommendation
Local Officers Compensation Commission	Vacancy Vacancy	Oct 1, 2026 Oct 1, 2027	5 Year 5 Year		Awaiting Recommendation

COMMISSION APPOINTMENTS

BOARD OR COMMISSION	MEMBER NAME	EXPIRATION	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
Income Tax Board of Review	Vacancy	Dec 1, 2024	3 Year		Awaiting Recommendation
Prison Liaison Committee	Vacancy	Apr 1, 2025	3 Year		Awaiting Recommendation
Zoning Board of Appeals	Vacancy – Alternate	Apr 1, 2027	3 Year		Awaiting Recommendation

AGENDA ITEM REVIEW

Meeting Date: May 20, 2024
Consent:
Administrative: X
Public Hearing:

Date Reviewed: May 13, 2024
Reviewed By: D. Jansen, Deputy City Clerk



ITEM K-1

To: Mayor and City Commission
Date: May 20, 2024
RE: MONTHLY OPERATIONAL REPORTS

CITY DEPARTMENTS:

- 1. BUILDING DEPARTMENT**
- 2. FINANCIAL SERVICES DEPARTMENT**
 - A. ASSESSING DIVISION
 - B. INCOME TAX DIVISION
 - C. ACCOUNTING/DATA PROCESSING DIVISION
- 3. FIRE AND RESCUE DEPARTMENT**
- 4. HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT**
 - A. LAPEER HOUSING COMMISSION (LHC)
 - B. LAPEER NEIGHBORHOOD'S INC. (LNI)
 - C. COMMUNITY DEVELOPMENT
- 5. PLANNING DEPARTMENT**
 - A. DEVELOPMENT ACTIVITIES
- 6. POLICE DEPARTMENT**
 - A. POLICE
 - B. ORDINANCE ENFORCEMENT
 - C. PARKING DIVISION
- 7. PUBLIC WORKS DEPARTMENT**
 - A. SEWER UTILITY DIVISION
 - B. STREET DIVISION
 - C. WATER DIVISION
 - D. WASTEWATER DIVISION
- 8. MARIJUANA MONTHLY REPORT**

AGENDA ITEM REVIEW

Meeting Date: May 20, 2024

Date Reviewed: May 15, 2024

Reviewed By: D. Jansen, Deputy Clerk

Monthly Rental Certificates

BUILDING DEPARTMENT
576 LIBERTY PARK
LAPEER, MI 48446
810-245-9621

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
408 MICHIGAN ST A	WARPUP, REED PAUL & MEGA	CR23-0238	Certified	05/08/2024	03/22/2025	287.00
545 N SAGINAW ST B	PETERSEN, JAMES H JR	CR23-0683	Certified	05/01/2024	04/19/2025	187.50
356 ORIOLE AVE	DRINKARD, TODD	CR23-1080	Certified	04/17/2024	08/22/2025	125.00
429 NIGHTINGALE ST	LORAINNE, JUSTIN	CR23-1316	Certified	05/10/2024	10/04/2025	40.00
488 E OREGON ST	RAL REALTY LLC	CR23-1412	Certified	05/08/2024	11/14/2025	287.00
109 W NEPESSING ST 4	TOTH PROPERTIES LLC	CR24-0087	Certified	04/24/2024	01/30/2026	121.00
658 PINE ST 1	WINTER, ERIC H.	CR24-0091	Certified	05/08/2024	01/25/2026	205.00
658 PINE ST 2	WINTER, ERIC H.	CR24-0092	Certified	05/08/2024	01/25/2026	40.00
658 PINE ST 3	WINTER, ERIC H.	CR24-0093	Certified	05/08/2024	01/25/2026	40.00
658 PINE ST 4	WINTER, ERIC H.	CR24-0094	Certified	05/08/2024	01/25/2026	40.00
1070 GATEWAY DR 1	GATEWAY APTS LDHA LLC	CR24-0114	Certified	04/17/2024	04/24/2026	205.00
1070 GATEWAY DR 2	GATEWAY APTS LDHA LLC	CR24-0115	Certified	04/17/2024	04/24/2026	40.00
1070 GATEWAY DR 3	GATEWAY APTS LDHA LLC	CR24-0116	Certified	04/17/2024	04/24/2026	40.00
1070 GATEWAY DR 4	GATEWAY APTS LDHA LLC	CR24-0117	Certified	04/19/2024	04/24/2026	40.00
1070 GATEWAY DR 5	GATEWAY APTS LDHA LLC	CR24-0118	Certified	04/17/2024	04/24/2026	40.00
1070 GATEWAY DR 6	GATEWAY APTS LDHA LLC	CR24-0119	Certified	04/17/2024	04/24/2026	40.00
1070 GATEWAY DR 7	GATEWAY APTS LDHA LLC	CR24-0120	Certified	04/17/2024	04/24/2026	40.00
1070 GATEWAY DR 8	GATEWAY APTS LDHA LLC	CR24-0121	Certified	04/17/2024	04/24/2026	40.00
1076 GATEWAY DR 1	GATEWAY APTS LDHA LLC	CR24-0122	Certified	04/17/2024	04/24/2026	205.00
1076 GATEWAY DR 2	GATEWAY APTS LDHA LLC	CR24-0123	Certified	04/17/2024	04/24/2026	40.00
1076 GATEWAY DR 3	GATEWAY APTS LDHA LLC	CR24-0124	Certified	04/19/2024	04/24/2026	40.00
1076 GATEWAY DR 4	GATEWAY APTS LDHA LLC	CR24-0125	Certified	04/17/2024	04/24/2026	40.00
1076 GATEWAY DR 5	GATEWAY APTS LDHA LLC	CR24-0126	Certified	04/17/2024	04/24/2026	40.00

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
1076 GATEWAY DR 6	GATEWAY APTS LDHA LLC	CR24-0127	Certified	04/17/2024	04/24/2026	40.00
1076 GATEWAY DR 7	GATEWAY APTS LDHA LLC	CR24-0128	Certified	04/17/2024	04/24/2026	40.00
1076 GATEWAY DR 8	GATEWAY APTS LDHA LLC	CR24-0129	Certified	04/17/2024	04/24/2026	40.00
1080 GATEWAY DR 1	GATEWAY APTS LDHA LLC	CR24-0130	Certified	04/17/2024	04/24/2026	205.00
1080 GATEWAY DR 2	GATEWAY APTS LDHA LLC	CR24-0131	Certified	04/17/2024	04/24/2026	40.00
1080 GATEWAY DR 3	GATEWAY APTS LDHA LLC	CR24-0132	Certified	04/17/2024	04/24/2026	40.00
1080 GATEWAY DR 4	GATEWAY APTS LDHA LLC	CR24-0133	Certified	04/17/2024	04/24/2026	40.00
1080 GATEWAY DR 5	GATEWAY APTS LDHA LLC	CR24-0134	Certified	04/17/2024	04/24/2026	40.00
1080 GATEWAY DR 7	GATEWAY APTS LDHA LLC	CR24-0136	Certified	04/17/2024	04/24/2026	40.00
1080 GATEWAY DR 8	GATEWAY APTS LDHA LLC	CR24-0137	Certified	04/17/2024	04/24/2026	40.00
607 LOUIS C CRAMTON ST	LAPEER FAMILY RENTALS LL	CR24-0150	Certified	04/24/2024	04/13/2026	165.00
609 LOUIS C CRAMTON ST	LAPEER FAMILY RENTALS LL	CR24-0151	Certified	04/24/2024	04/13/2026	40.00
611 LOUIS C CRAMTON ST	LAPEER FAMILY RENTALS LL	CR24-0152	Certified	04/25/2024	04/13/2026	40.00
1135 LANCASTER ST	SWAN CHARLIE FIRST LLC	CR24-0154	Certified	04/24/2024	03/18/2026	125.00
315 W NEPESSING ST 1	WOOD CHIPS HOLDINGS LLC	CR24-0186	Certified	04/17/2024	03/22/2026	125.00
323 W NEPESSING ST	WOOD CHIPS HOLDINGS LLC	CR24-0187	Certified	04/17/2024	03/22/2026	125.00
746 SECOND ST	RICHEY, DENNIS	CR24-0189	Certified	05/01/2024	03/28/2026	125.00
748 SECOND ST	RICHEY, DENNIS	CR24-0190	Certified	05/01/2024	03/26/2026	40.00
1432 GRANT CT	WATSON, NANCY	CR24-0200	Certified	05/08/2024	04/09/2026	125.00
109 S SAGINAW ST 1	TRULY IN LAPEER LLC	CR24-0202	Certified	05/08/2024	12/10/2025	187.50
109 S SAGINAW ST 2	TRULY IN LAPEER LLC	CR24-0203	Certified	05/08/2024	12/10/2025	60.00
937 N MONROE ST 2	TRULY IN LAPEER LLC	CR24-0205	Certified	05/08/2024	12/10/2025	60.00
605 N CALHOUN ST 3	TRULY IN LAPEER LLC	CR24-0210	Certified	05/08/2024	12/10/2025	60.00
605 N CALHOUN ST 4	TRULY IN LAPEER LLC	CR24-0211	Certified	05/08/2024	12/10/2025	60.00
134 N MADISON ST 1	CALVERT, MICHAEL V & STEP	CR24-0318	Certified	05/08/2024	05/05/2026	165.00
134 N MADISON ST 2	CALVERT, MICHAEL V & STEP	CR24-0319	Certified	05/08/2024	05/05/2026	40.00
134 N MADISON ST 3	CALVERT, MICHAEL V & STEP	CR24-0320	Certified	05/08/2024	05/05/2026	40.00
134 N MADISON ST 4	CALVERT, MICHAEL V & STEP	CR24-0321	Certified	05/08/2024	05/05/2026	40.00

Total # of Certificates: 51

Total Amount Billed: \$4410.00

Permit Summary Report

Building Department
576 Liberty Park
Lapeer, MI 48446
810-245-9621

05/15/24

DATE ISSUED	PERMIT TYPE	PERMIT CATEGORY	ADDRESS	FEES PAID	STATUS
04/16/2024	Building	Single Family Home	1421 LUXINGTON DR	\$1,114.00	ISSUED
04/16/2024	Building	Single Family Home	1423 LUXINGTON DR	\$1,114.00	ISSUED
04/18/2024	Building	Commercial, Add/Alter/Repair	766 S MAIN ST	\$520.00	ISSUED
04/17/2024	Building	Single Family Home	323 KYLES PL	\$1,309.00	ISSUED
04/24/2024	Building	Residential Add/Alter/Repair	2724 BERKSHIRE ST	\$324.00	ISSUED
04/24/2024	Building	Window Replacement	612 TURNBULL ST	\$181.00	ISSUED
04/24/2024	Building	Window Replacement	624 TURNBULL ST	\$181.00	ISSUED
04/22/2024	Building	Miscellaneous	1073 S MAIN ST	\$339.00	ISSUED
05/01/2024	Building	Commercial, Add/Alter/Repair	606 N SAGINAW ST RIVERVIEWSTE	\$612.00	ISSUED
04/24/2024	Building	Sign	799 EAST ST	\$358.00	ISSUED
05/01/2024	Building	Commercial, Add/Alter/Repair	110 N SAGINAW ST SUITE 3	\$505.00	ISSUED
05/09/2024	Building	Demolition	624 N MAIN ST	\$258.00	ISSUED
05/08/2024	Building	Residential Add/Alter/Repair	933 N CALHOUN ST	\$324.00	ISSUED
05/09/2024	Building	Window Replacement	299 COURTNEYS PL	\$181.00	ISSUED
05/09/2024	Building	Roof	634 LIBERTY ST	\$196.00	ISSUED
05/14/2024	Building	Residential Add/Alter/Repair	340 S VILLAGE WEST DR	\$181.00	ISSUED
05/14/2024	Building	Window Replacement	2145 VILLAGE WEST DR	\$181.00	ISSUED
05/14/2024	Building	Residential Add/Alter/Repair	2169 VILLAGE WEST DR	\$181.00	ISSUED
05/14/2024	Building	Residential Add/Alter/Repair	2186 VILLAGE WEST DR	\$181.00	ISSUED
04/18/2024	Electrical	Electrical	766 S MAIN ST	\$236.00	ISSUED
04/16/2024	Electrical	Electrical	1200 BARRY DR SUITE 1600	\$1,501.00	ISSUED
04/18/2024	Electrical	Electrical	540 S MAIN ST	\$231.00	ISSUED
04/19/2024	Electrical	Electrical	91 ROSEMARY ST	\$114.00	ISSUED
04/24/2024	Electrical	Electrical	799 EAST ST	\$186.00	ISSUED
05/08/2024	Electrical	Electrical	2852 BERKSHIRE ST	\$128.00	ISSUED
05/02/2024	Electrical	Electrical	110 N SAGINAW ST SUITE 3	\$270.00	ISSUED
05/06/2024	Electrical	Electrical	110 N SAGINAW ST SUITE 3	\$432.00	ISSUED
05/09/2024	Electrical	Electrical	1280 IMLAY CITY RD	\$234.00	ISSUED
05/10/2024	Electrical	Electrical	620 S MAIN ST	\$261.00	ISSUED

Permit Summary Report

05/15/24

Building Department
576 Liberty Park
Lapeer, MI 48446
810-245-9621

DATE ISSUED	PERMIT TYPE	PERMIT CATEGORY	ADDRESS	FEES PAID	STATUS
04/18/2024	Mechanical	Mechanical	538 S ELM ST	\$291.00	ISSUED
04/17/2024	Mechanical	Mechanical	333 E GENESEE ST	\$494.00	ISSUED
04/10/2024	Mechanical	Mechanical	477 W NEPESSING ST	\$281.00	ISSUED
04/19/2024	Mechanical	Mechanical	91 ROSEMARY ST	\$105.00	ISSUED
05/01/2024	Mechanical	Mechanical	1200 BARRY DR SUITE 1600	\$641.00	ISSUED
04/24/2024	Mechanical	Mechanical	855 DEWEY ST BLDG 7	\$200.00	ISSUED
05/01/2024	Mechanical	Mechanical	733 ROLLING HILLS LN 2	\$200.00	ISSUED
05/02/2024	Mechanical	Mechanical	276 ORIOLE AVE	\$217.00	ISSUED
05/02/2024	Mechanical	Mechanical	308 W GENESEE ST 6	\$119.00	ISSUED
05/09/2024	Mechanical	Mechanical	1135 N MONROE ST	\$226.00	ISSUED
05/09/2024	Mechanical	Mechanical	118 W NEPESSING ST 24	\$307.00	ISSUED
05/09/2024	Mechanical	Mechanical	789 ROLLING HILLS LN 2	\$200.00	ISSUED
05/10/2024	Mechanical	Mechanical	2677 BEDFORD ST	\$243.00	ISSUED
05/10/2024	Mechanical	Mechanical	1200 BARRY DR SUITE 1600	\$682.00	ISSUED
05/14/2024	Mechanical	Mechanical	356 S VILLAGE WEST DR	\$90.00	ISSUED
04/24/2024	Plumbing	Plumbing	2724 BERKSHIRE ST	\$99.00	ISSUED
04/16/2024	Plumbing	Plumbing	2677 BEDFORD ST	\$564.00	ISSUED
04/23/2024	Plumbing	Plumbing	477 W NEPESSING ST	\$331.00	ISSUED
05/03/2024	Plumbing	Plumbing	933 N CALHOUN ST	\$99.00	ISSUED
05/01/2024	R.O.W.	Right of Way	1421 LUXINGTON DR	\$250.00	ISSUED
05/01/2024	R.O.W.	Right of Way	1423 LUXINGTON DR	\$250.00	ISSUED
04/10/2024	R.O.W.	Right of Way	323 KYLES PL	\$250.00	ISSUED
04/18/2024	R.O.W.	Right of Way	582 S CALHOUN ST BUS GAR	\$265.00	ISSUED
04/25/2024	R.O.W.	Right of Way	927 DEMILLE RD	\$250.00	ISSUED
05/03/2024	R.O.W.	Right of Way	2677 BEDFORD ST	\$250.00	ISSUED
05/03/2024	R.O.W.	Right of Way	1515 S LAPEER RD	\$265.00	ISSUED
05/08/2024	R.O.W.	Right of Way	1339 ADAMS ST	\$265.00	ISSUED
05/10/2024	R.O.W.	Right of Way	1013 LANCASTER ST	\$250.00	ISSUED
05/01/2024	Sewer	Sewer	1421 LUXINGTON DR	\$4,000.00	ISSUED

Permit Summary Report

Building Department
576 Liberty Park
Lapeer, MI 48446
810-245-9621

05/15/24

DATE ISSUED	PERMIT TYPE	PERMIT CATEGORY	ADDRESS	FEES PAID	STATUS
05/01/2024	Sewer	Sewer	1423 LUXINGTON DR	\$4,000.00	ISSUED
04/10/2024	Sewer	Sewer	323 KYLES PL	\$4,000.00	ISSUED
05/10/2024	Sewer	Sewer	1013 LANCASTER ST	\$4,000.00	ISSUED
05/01/2024	Water	Water	1421 LUXINGTON DR	\$2,750.00	ISSUED
05/01/2024	Water	Water	1423 LUXINGTON DR	\$2,750.00	ISSUED
04/10/2024	Water	Water	323 KYLES PL	\$2,750.00	ISSUED
05/10/2024	Water	Water	1013 LANCASTER ST	\$2,750.00	ISSUED
04/17/2024	COMPLIANCE PERMIT	Fence	1439 W GENESE ST	\$81.00	ISSUED
04/18/2024	COMPLIANCE PERMIT	Fence	377 GOLFSIDE DR	\$81.00	ISSUED
04/19/2024	COMPLIANCE PERMIT	Fence	2588 W GENESEE ST	\$162.00	ISSUED
04/19/2024	COMPLIANCE PERMIT	Fence	2562 W GENESEE ST	\$81.00	ISSUED
04/24/2024	COMPLIANCE PERMIT	Fence	468 GOLFSIDE DR	\$81.00	ISSUED
05/02/2024	COMPLIANCE PERMIT	Shed	939 LANCASTER ST	\$42.00	ISSUED
05/03/2024	COMPLIANCE PERMIT	Certificate of Compliance/Occu	582 S MAIN ST	\$81.00	ISSUED
05/03/2024	COMPLIANCE PERMIT	Certificate of Compliance/Occu	410 W NEPESSING ST STE 106	\$81.00	ISSUED
05/14/2024	COMPLIANCE PERMIT	Certificate of Compliance/Occu	410 W NEPESSING ST STE 101	\$81.00	ISSUED
05/09/2024	COMPLIANCE PERMIT	Shed	316 DECOY LN	\$42.00	ISSUED
05/10/2024	COMPLIANCE PERMIT	Certificate of Compliance/Occu	110 N SAGINAW ST SUITE 3	\$81.00	ISSUED
05/10/2024	COMPLIANCE PERMIT	Certificate of Compliance/Occu	1444 IMLAY CITY RD	\$81.00	ISSUED

TOTAL FEES PAID: \$47,492.00



Item K-1-2-A

To: Interim City Manager
C.C. City Board of Commissioners
From: Denise Marinelli, Assessor
Date: May 10, 2024
RE: Monthly Departmental Report

ASSESSING DEPARTMENT CONCENTRATION:

- Property Transfers will be updated when the database is rolled over. Current Deed breakdown:

Deeds	May	Vacant land	New Construction	Prior Month
Transfers	11			7
Non-Transfers	17			13
Forcl/Redmptn	1			0
Total	29			20

- The Department is organizing, recording, and processing the 2024 assessment roll and Board of Review's supporting documentation, and is currently preparing for the 2025 assessments by processing transfers and permits. We are currently preparing the fieldwork for new construction and annual review of existing properties.
- The department continues to investigate, correct, and update property description discrepancies, omissions, errors, and changes. We assist departments, property owners, realtors and appraisers with questions and concerns as well as processing address and lot split requests.
- As always, please contact me if you have any questions or concerns.



Item # K-1-2-B

To: Mike Womack, City Manager
From: Kelly Hanna, Director of Financial Services
Date: May 15, 2024
RE: Income Tax Monthly Report for April 2024

CITY OF LAPEER
Monthly Financial Statement
Income Tax Department
April 2024

<u>Fiscal Year</u>	<u>Net Monthly Income</u>	<u>Net Total Yr-to-date</u>	<u>Original Budget for year</u>	<u>Current Budget for year</u>	<u>Actual Total for year</u>	<u>Excess (Deficit) Revenue</u>
2013/14	\$422,062	\$2,356,044	\$2,590,000	\$2,590,000	\$2,827,204	\$237,204
2014/15	\$438,112	\$2,534,429	\$2,590,000	\$2,590,000	\$2,953,553	\$363,553
2015/16	\$454,968	\$2,652,257	\$2,785,000	\$2,785,000	\$3,069,571	\$284,571
2016/17	\$366,857	\$2,724,376	\$3,065,000	\$3,065,000	\$3,212,298	\$147,298
2017/18	\$564,977	\$2,974,570	\$3,165,000	\$3,165,000	\$3,349,223	\$184,223
2018/19	\$714,720	\$3,129,243	\$3,175,000	\$3,175,000	\$3,521,027	\$346,027
2019/20	\$450,937	\$2,795,130	\$3,265,000	\$3,265,000	\$3,228,023	-\$36,977
2020/21	\$600,156	\$3,172,509	\$3,495,000	\$3,495,000	\$3,783,095	\$288,095
2021/22	\$1,054,699	\$3,906,207	\$3,476,000	\$3,476,000	\$4,527,734	\$1,051,734
2022/23	\$1,169,294	\$4,202,513	\$4,090,000	\$4,140,076	\$4,941,930	\$801,854
2023/24	\$1,068,133	\$4,287,258	\$4,833,000	\$4,833,000		

Original Budget and Current Year Budget columns for FYE 2013- 2023 adjusted to include budgeted p&l & prosecution



Item # K-1-2-C

To: Mike Womack, City Manager
From: Kelly Hanna, Director of Financial Services
Date: May 15, 2024
RE: Finance Department Report for April 2024

- 1) 147 – accounts payable checks were issued.
- 2) 305 - payroll payments were issued.
- 3) 1,213 - income tax refund checks were issued.
- 4) Records were reviewed with those needing information on burial location. There was one (1) grave purchased; one (1) full burial (with winter charge); two (2) burials of cremains; and four foundations purchased (for \$850.00).
- 5) Fifty-One (51) delinquent 2023 personal property tax bills were receipted for \$9,331.95; thirty-five (35) delinquent 2022 personal property tax bills were receipted for \$58,160.41; nineteen (19) delinquent 2021 personal property tax bills were receipted for \$3,675.07; ten (10) delinquent 2019 personal property tax bills were receipted for \$2,139.34; and seven (7) delinquent 2018 personal property tax bills were receipted for \$835.54 for a grand total of \$74,142.31.
- 6) There were 77 additions and 57 cancellations received regarding the voter registration records.



ITEM K-1-3

To: Mike Womack, City Manager
From: Mike Vogt, Fire Chief
Date: May 7, 2024
RE: April 2024

MONTH SUMMARIZED:

Training: The department conducted a total of eight training sessions (4 day/4 night). A total of 269.0 man-hours were spent in training during the month.

Community Risk Reduction: The department participated in four events during the month. Three of these events occurred in the City of Lapeer. Two of the events were public education events that included 475 children.

Fire & Life Safety: Two annual inspections, 11 reinspection, four other types of inspections, and eight site visits were completed in the city, with five violations being identified. There were six businesses inspected that were without any fire code violations. Two CO2 plans, one generator plan, one paint booth plan, one sprinkler plan and three remodel plans were reviewed for the Building Department for the month of April.

Responses: The department responded to a total of 32 incidents during the month, requiring a total of 253.5 man-hours. This is four more responses than we had for the same period in 2023. 50% of these responses occurred Monday-Friday between the hours of 6:00 am and 6:00 pm. The estimated dollar loss for the month was \$19,000, bringing the estimated annual dollar loss for the year to \$699,000. The loss for the month resulted from a vehicle fire in the City of Lapeer and a residential building fire in Oregon Township.

The number of responses for the month by municipality was: City of Lapeer-12, Lapeer Twp-4, Mayfield Twp-10, Oregon Twp-4, Automatic/Mutual Aid-2.

The average emergency response time (in minutes) to each municipality was: City of Lapeer-0.0, Lapeer Twp-0.0, Mayfield Twp-0.0, Oregon Twp-8.0.

The calendar year annual percentage of responses by municipality is: City of Lapeer-50.00%, Lapeer Twp-14.02%, Mayfield Twp-21.34%, Oregon Twp-7.32%, Assists-7.32%.

The number of burn permits issued for the month by municipality was: Lapeer Twp-214, Mayfield Twp-290, Oregon Twp-134.

The breakdown of responses by type is as follows:

Fire Alarm-Malicious	0	Fire Alarm-Unintentional	4
Fire Alarm-Malfunction	1	Fire Alarm-Residential	1
Building Fire-Residential	1	Building Fire-Commercial	0
Building Fire-Other	0	Vehicle Fire	2
Grass/Brush Fire	0	Rescue	1
Good Intent	2	Electrical Related	6
Smoke Investigation	1	Gasoline/Diesel Spill/Leak	0
Natural Gas/Propane Leak	1	Carbon Monoxide (alarm & actual)	2
Other Type Fires	0	Other Type Response	8
Assist to Other Agencies	2	Washdown	0

Additional Department Information:

The department received a grant from *The Hundred Club of Genesee, Shiawassee, and Lapeer Counties*: This grant is for helmets and flashlights. It is our goal to be able to enhance the safety of our members by ensuring they have the proper equipment.

City of Lapeer Activities Calendar

City of Lapeer Fire & Rescue						
April 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3 Incident 24-133	4 Incident 24-134	5	6 Incident 24-135
7	8 Incident 24-136 Incident 24-137 Incident 24-138 Incident 24-139 Training	9 Incident 24-140 Safety Meeting	10 Pre-Con Mtg 151	11 Incident 24-141 Incident 24-142	12 Incident 24-143 Incident 24-144 Incident 24-145	13 Incident 24-146 Incident 24-147
14	15 Training	16 Incident 24-148 Incident 24-149 Funeral Assistance	17 Incident 24-150 Incident 24-151 Incident 24-152 Leadership Mtg	18 Safety/Traffic Mtg	19 Incident 24-153 Incident 24-154	20 Incident 24-155
21 Incident 24-156 CPR Class	22 Incident 24-157 Training	23 Incident 24-158	24 Incident 24-159 Assoc Meeting	25 Incident 24-160 Incident 24-161	26 Incident 24-162	27 Incident 24-163 Incident 24-164
28 Lapeer Comm Expo	29 Training	30				
Notes						
<div> <div></div> Incidents (Monthly Total - 32) <div></div> Training <div></div> Public Events <div></div> Meetings/Department Work <div></div> New Hiring Process <div></div> Public Assistance </div>						



Dept: Housing Improvement Department
Submitted To: Mr. Mike Womack, City Manager
From: Denise Soldenski, Director of Housing and Neighborhood Development
Date: May 16th, 2024
RE: April 10th, 2024 – May 7th, 2024
copy: Lapeer Housing Commission/Lapeer Riverview Towers, LLC

LAPEER HOUSING COMMISSION (LHC)/LAPEER RIVERVIEW TOWERS, LLC (LRT)

A. RIVERVIEW TOWERS: HUD PROJECT BASED VOUCHER (PBV)

1. As of May 6, Riverview Towers has two vacant units which are both expected to be filled in the month of June.
2. The Riverview waitlist contains a sufficient supply of applicants to fill vacant units.

B. HOUSING CHOICE VOUCHER PROGRAM (HCV)

1. As of May 6, 96 vouchers are under contract.
2. No new vouchers have been issued since the last report.
3. The waitlist has been recently purged and updated to reflect most current contact information and intentions to remain on waitlist.
4. Pulling applicants from the waitlist will continue as funding allows to fill vacant vouchers.

C. ADMINISTRATION

1. **Attachment #1** Lapeer Housing Commission/Lapeer Riverview Towers, LLC financials.
2. Ms. Soldenski has been looking for alternatives to using analog telephone lines for our emergency systems. The analog lines are used so that in the event of a power outage, we still have communication; however, these lines are unreliable, outdated and very expensive. Riverview has replaced the fire panel line with a cellular solution at a cost savings. The remaining lines are for the elevator emergency phones (2), the intercom, the medical pendant system, and the fax line. Granite is our current analog phone line provider (via AT&T infrastructure) and our monthly bill has reached approx. \$400/month or \$4800 annually. Granite has proposed a solution via its EPIX product. This solution uses cellular communication with internet backup and a 24 battery backup. The system could potentially also be plugged into an outlet operated by the generator when power outages occur. This transition would cost approx. \$50/line for \$250 monthly total (\$3000 annually), not subject to other fees, and could be locked in for a three year term. This would save Riverview \$1800 annually and also provide for a much more reliable emergency communication system. ***Ms. Soldenski would like approval from the board to transition to the Granite EPIX system.*** If approved, Granite would do a site survey to ensure a proper connection could be achieved and then a final installation visit. Ms. Soldenski has been told that the phone numbers can all remain the same, and that the cost would just convert to this system. An overlap in services should occur for approximately a month where both monthly bills would be paid just to have time to verify proper operation of the new system before abandoning the analog lines.
3. HUD released the Final Rule of the Housing Opportunity Through Modernization Act (HOTMA) of 2016, Sections 102, 103 and 104 on February 14th, 2023. This rule provides for income and asset changes that will affect the HCV and PBV programs must

be in effect by January 1st, 2025. HUD released PIH Notice 2023-27 which provides implementation guidance. *On April 24th, 2024 HUD released PIH Notice 2024-12 that covers "Housing Information Portal (HIP) Implementation".* LHC must be on-boarded to the new HUD Housing Information Portal (HIP) prior to implementing HOTMA. As long as the HIP conversion takes place, LHC compliance date will be on or before Jan. 1st, 2025. Prior to full implementation, staff training and tenant/landlord notifications must take place. *LHC HCV Admin Plan has been modified for HOTMA and is going through final review prior to approval and use.*

4. HUD is also changing the process/standard for Housing Quality Standard Inspections (HQS) to National Standards for the Physical Inspection of Real Estate (NSPIRE). The new standard is an inspection model that is more common across the various HUD programs. PHAs must convert on or before October 1st, 2024. Systems updates and staff training needs to take place prior to full implementation which includes use of an NSPIRE application via dedicated cell phone for electronic inspections. HUD has issued PIH Notice 2023-28 for implementation guidance and administrative procedures for HCV/PBV. *Chapter 8 of the LHC HCV Admin Plan has been updated based on Nan McKay's model and will be ready for implementation after the HUD application is released and staff training is complete. A dedicated cell phone has been acquired for LHC inspections.*
5. HUD is moving forward with a more clear proposed rule for Affirmatively Furthering Fair Housing. HUD's intent is to "affirmatively further fair housing by creating strong, sustainable, inclusive communities and quality affordable housing for all." More information to come as this proposed rule approaches final rule.
6. HUD has been releasing updated chapters in the "Housing Choice Voucher Program Guidebook". As the chapters are released, Ms. Soldenski reviews, updates and requests approval for our HCV Administrative Plan, if necessary. *There are no updates to the Guidebook this month that affect policy.*



To: Housing Improvement Department
Submitted To: Mr. Mike Womack, City Manager
From: Denise Soldenski, Director of Housing and Neighborhood Development
Date: May 16th, 2024
RE: April 10th, 2024 – May 7th, 2024
copy: Lapeer Neighborhoods Inc.

A. HOUSING IMPROVEMENT DEPARTMENT (HID) - See attachment #2 for project photos.

1. **MSHDA NEP – MSHDA Round 9 Grant Program:** This grant is now open and accepting applications.
 - a. **Project 1 - Annrook Park:** - Awaiting EGLE permit for project to begin.
 - b. **Project 2 – Adams St. –** Roof Replacement – Contracts have been signed and project has started.
 - c. **Project 3 – W. Genesee St.** – Driveway – Work Specifications have been completed and will be sent out for bid.
2. **MSHDA MI-HOPE Grant:** Ms. Lincoln is working on gathering bids and additional documents to start the process for each applicant.
 - a. **Project 1 – S. Elm St.** – Roof Replacement – Contracts have been signed and project started.
 - b. **Project 2 - Lincoln St.** - Roof, Water Heater, Electrical – Roof Replacement – Contracts have been signed and project started.
 - c. **Project 3 – Dewey St.** – Insulation, Water Heater, and Air Conditioner – Project out for bid.
 - d. **Project 4 – Lincoln St.** – HVAC, windows, electrical – Contracts have been signed and project started.
 - e. **Project 5 – N. Monroe St. – Rental** – Roof, HVAC, AC, Hot Water Heater, Insulation – Contracts have been signed and project started.
 - f. **Project 6 – Hartley St.** – Furnace/Air and Water Heater – Project out for bid.
 - g. **Project 7 – Parkway** – Roof and Insulation – Project out for bid.
 - h. **Project 8 – Law St.** – Roof, HVAC and AC – Project out for bid.
 - i. **Project 9 – N. Main St.** – Windows, Appliances and HVAC – Energy Audit completed and work specifications are in process.
 - j. **Project 10 – First St. – Rental** – Insulation, Doors and Windows – Energy Audit ordered.
 - k. **Project 11 – Jefferson St.** – Windows, Insulation, Appliances, Storm Doors/Exterior Doors, HVAC, Electrical – Application stage.
 - l. **Project 12 – E. Nepessing St.-** Roof – Application stage.
 - m. **Project 14 – 2nd Street** – Windows/Doors – Application stage.
 - n. **Project 15 – N. Monroe** – Roof/Windows/Doors/Insulation – Application stage.
3. **MSHDA MI Neighborhood** – The HID is collaborating with the City's Parks Dept, DPW Dept. and DDA to apply for the Public Amenity portion of this grant for various projects.

The maximum of \$75K will be requested. If the grant is approved, the funding will help to curtail costs currently allocated to the City 2024-2025 CIP budget.

4. MSHDA Housing Choice Vouchers / Section 8

- a. Lapeer County's voucher allocation is 342 regular Housing Choice Vouchers, 6 Project Based Vouchers, 17 Emergency Housing Vouchers for a total in Lapeer County of 366. Tuscola County allocation is 88 Housing Choice Vouchers, 5 Project Based Vouchers, and 3 Emergency Housing Vouchers for a total in Tuscola County of 96. Huron County allocation is a total of 47 Housing Choice Vouchers, and 2 Emergency Housing Vouchers for a total of 49. Our total VASH allocation remains at 35, Moving Up is 3, and Balance of State is 1. MSHDA has discontinued reporting the allowable over-allocation of 4% maximum. The total allocation is 549.
- b. Current lease up rate is now at 99.43%, as MSHDA is waiving lease up for everything except the PBV while waitlist pulls are on hold pending HUD 2024 funding.

B. LAPEER NEIGHBORHOODS INCORPORATED (LNI)

1. Projects –

- a. 405 S. Elm: Vacant: Board has decided to hold on to this property for a future new build. Ms. Soldenski has requested a sample proforma from MSHDA for the MI Neighborhood grant to evaluate the financial feasibility of this grant for 405 S. Elm.
- b. Mr. Lewis has cleaned up the property so that it is ready for mowing. Rowe has been contracted to conduct a survey which will mark corners, provide a drawing for topography and location of fences and trees along the boundaries.

C. FINANCE

1. Attachment #1: Financial report.

D. ADMINISTRATION

1. Ms. Lincoln will provide all the entries for the LNI 2024 Beautification Contest, so winners can be drawn and awarded.

TO: Lapeer City Planning Commission
FROM: Planning Department
DATE: May 1, 2024
RE: **May 2024 Development Activities Report**



This report summarizes activity on various development projects in the City over the past month listed by full site plans for developments reviewed and approved by the Planning Commission and administratively reviewed site plans for projects currently in the review and development process.

Site Plans Reviewed by Planning Commission

1. EL Cozumel Restaurant – 1109 S. Main Street

General Information – Construction of a new 5,692 sq. ft. restaurant with related site improvements.

Project Status – The site plan was submitted on October 31, 2023 and was conditionally approved at the December 14, 2023 Planning Commission meeting. City staff is waiting on revised plans.

2. DTE Energy – Apollo Substation – 3135 John Conley Dr. South

General Information – Construction of a new electrical substation and control building with related site improvements.

Project Status – The site plan was submitted on October 27, 2023 and approved with conditions at the January 11, 2024 Planning Commission meeting. On February 26, 2024 the ZBA approved a variance to allow a gravel drive and vehicle maneuvering area. Revised plans were received March 14, 2024. Revised plans received April 12, 2024 were approved, signed and distributed on April 26, 2024. The Building Dept. is currently reviewing building plans received on April 25, 2024.

3. Security Credit Union – 1073 S. Main St.

General Information – Construction of a new 3,438 sq. ft. credit union facility with four drive through lanes.

Project Status – The site plan was submitted on August 31, 2023. Revised plans were submitted on September 27, 2023 and approved with conditions by the Planning Commission on October 12, 2023. Revised plans submitted on January 12, 2024 were ready for approval contingent upon submittal and review of MDOT and LCRC permits. Revised plans were received April 1, 2024. Revised plans received April 10, 2024 were approved, signed and distributed April 26, 2024. The Building Dept. is waiting for submittal of building plans.

4. Carriage Hill Circle – New Multiple-Family Residential Units

General Information – Construction of a new phased multiple-family residential development consisting of 32 units on Carriage Hills Circle.

Project Status – The site plan was submitted on April 3, 2023 and revised plans were received on April 26th, June 9th, July 21st. The Planning Commission approved the site plan with conditions on August 10, 2023. Revised plans were received on August 31st and October 19th 2023. The site plan was approved on October 19, 2023 and final signed plans were distributed October 31, 2023. The applicant has stated that final building plans will be submitted in Spring 2024.

5. Sunoco Station – 715 S. Main St.

General Information – Construction of a 2,135 sq. ft. addition to the existing Sunoco Gas Station.

Project Status – The site plan was submitted on April 3, 2023 and conditionally approved on July 13, 2023. Final plans were approved on September 14, 2023 and signed copies were distributed

on September 29, 2023. The Building Department is awaiting submittal of building plans.

6. Blain's Farm and Fleet – SE Corner of Turrill Rd./S. Lapeer Rd.

General Information – Construction of a new 84,000+ sq. ft. commercial building with auto repair bays on a vacant parcel at the southeast corner of Turrill Rd./S. Lapeer Rd.

Project Status – The site plan was submitted on January 6, 2023 and received conditional approval on February 9, 2023. The applicant re-submitted a variance request concerning exterior building materials on which action was postponed by the ZBA on October 23rd pending a determination by the Planning Commission. On November 9, 2023 the Planning Commission determined the proposed metal siding was not an appropriate predominant building material and directed the Planning Dept to explore alternative options with the applicant. On February 8, 2024 a site plan extension was approved to expire on February 9, 2025. City staff is awaiting revised plans for Blain's. Sanitary sewer and water main plans submitted by Lapeer Crossing were received on March 11, 2024 and Rowe Engineering comments were sent to applicant on April 8, 2024. City staff is waiting on revised utility plans.

7. Lapeer Villas – Baldwin Rd. – Site Plan Amendment

General Information – Construction of 147 Multiple-Family units on a vacant parcel on the north side of Baldwin Road. An amendment to the previous plan was approved to convert some of apartment building (5, 6 & 7) garage spaces into apartments and construct a club house with pool.

Project Status – The site plan was originally submitted and approved in 2019. An amended site plan was received July 26, 2022 and approved on August 11, 2022. Construction of the clubhouse and pool is planned for future Phases (3 and 4). The applicant's request for a waiver from landscaping buffer requirements to not construct a perimeter privacy fence was denied at the November 2023 Planning Commission meeting. The City requested final as-built site plan prior to building plan review given the number of changes to the site with various phases and minor changes to exterior improvements. The applicant submitted a revised performance bond to the Planning Department for remaining work items, a Final C of O has been issued for Buildings #1-4 and temporary occupancy has been issued for buildings 5, 6 and 7.

8. Woodchips Mixed Use Building – Vacant Lot at Northeast Corner Nepessing/Mason

General Information – Construction of a new three-story mixed-use building on the vacant lot with commercial and restaurant uses on the 1st floor and apartments on the 2nd and 3rd floors.

Project Status – Site plans were received on May 3, 2022 and May 26, 2022 and received contingent approval on June 9, 2022. A site plan approval extension was approved to expire on June 9, 2024. Planning Dept allowed the applicant to move forward with building plan submittal while final engineering details on site plans are finalized. Revised site plans are still pending.

9. Beasley – Building Remodel and Parking Lot Improvements – 891 Baldwin Rd

General Information – Construction of a rear parking lot area, with landscaping, and building exterior remodeling to an existing building for a professional office.

Project Status – The site plan was received on November 18, 2021 and received contingent approval by the Planning Commission on January 13, 2022. Final approved plans were distributed November 29, 2022. The Zoning Board of Appeals approved a variance for exterior materials on April 24, 2023. Building permit was issued in June 2023 and construction is underway.

10. Popeye's – Drive-Through Facilities – 1040 S. Lapeer Rd.

General Information – Construction of two new buildings (a 2,143 sq. ft. building to the north and a 2,529 sq. ft. to the south) for drive-through facilities and shared parking.

Project Status – The site plan for Phase 1 was received on November 1, 2021. Special land use was approved December 9, 2021 and the site plan received contingent approval on January 13, 2022. MDOT required changes to the access drive location on M-24. A site plan extension was approved until January 13, 2024. Revised plans were received on March 24, June 14 and August 9 and September 27, 2023. Recorded Easement agreements have been received and EGLE permits have been issued. Final site plan were approved for signatures on February 21, 2024. Signed plans were distributed March 13, 2024. A demolition permit has been issued and the

building permit is ready for applicant pick-up.

11. Lapeer M-21 Gas Station – 1280 Imlay City Rd

General Information – Redevelopment of the current site to be a gas station located at 1280 Imlay City Road. Half of the building will be demolished while the remaining 3,680 sq. ft. will be used as the convenience store.

Project Status – The site plan was received on May 17, 2021. The Planning Commission contingently approved the special land use on July 8, 2021. The site plan received contingent site plan approval from the Planning Commission on January 13, 2022. Revised plans were received March 30, April 29, July 11, and July 14, 2022. The final signed and approved site/engineering plans have been distributed. Demolition has been completed and construction is underway.

12. Woodbridge Park II – North and West of existing Woodbridge Park Development

General Information - Construction of 58 additional attached conventional condominium units north and west of the existing Woodbridge Park development. Individual condo units will be constructed in two, three and four unit attached structures.

Project Status - The site plan was approved by the Planning Commission on January 10, 2019. Revised site plans were received on June 7, 2019 and approved by staff on June 14, 2019. The required performance bond was submitted on March 3, 2020 and final approved/signed were distributed March 4, 2020. Permits were renewed in June 2023. Construction is underway.

Administrative Review Site Plans in Process

None at this time.

Projects on Hold:

HTF Hydraulic Tubes & Fittings – 524 McCormick St.

General Information – Construction of a 3,645 sq. ft. building addition and resurfacing of the existing parking lot at the existing site.

Project Status – The site plan was received on Sept. 29, 2020. Site plans were approved on Nov. 10, 2020. The Building Department has revoked their Temporary Certificate of Occupancy. The City is waiting for construction to be completed in accordance with the approved site plan.



MEMORANDUM



CITY OF LAPEER POLICE DEPARTMENT **ITEM K-1-6**

TO: Mike Womack, City Manager

FROM: Jeremy Howe, Chief of Police

DATE: 05/14/24

RE: Monthly Report: April 1 – April 30, 2024

In the month of April 2024, our Police Department Officers responded to 1008 calls for service. Of these 907 calls for service, 133 or approximately 14% were criminal activity reports, of which 44 required submissions to the Michigan Incident Crime Reporting System (MICRS). Our officers made 33 arrests in April, 10 felony crimes and 23 arrests were misdemeanor crimes. With 1 arrest for operating under the influence of alcohol or drugs.

This month our officers made 335 traffics stops, issued 32 citations, and gave 302 verbal warnings. Officers also handled 46 vehicle crashes.

There were no overdose cases reported in the month of April.

Department members attended 96 hours of advanced police training outside of the police department which included the following: Background investigations, Advanced K-9 training, Women in Law Enforcement, and FTO Instructor School. Department members also had numerous on-line course that were mandated for the month of April which included: Anti-Bias, Interacting with Mental Health, Law Enforcement Stress Indicators, Ethics in Law Enforcement, Unarmed Subject Control Tactics and Spike Strip Deployment.

Code Enforcement for the month of April totaled 67 contacts. The majority of the violations were signs with 36. Others included grass-weeds, blight, improper parking, improper registration, inoperable vehicle, and improper parking.

The month of April also had 35 hours of overtime. Most of the overtime was contributed to training which officers to as comp time to help reduce the cost to the city. The remaining overtime was attributed to court.

The month of April was very busy for the police department. As we continue to get closer to accreditation the amount of work has increased in order to get it done before summer. We are currently at 95% completed and waiting on a date for the on-site assessment through the Michigan Chiefs of Police. We were also busy getting all the electrical installed and computer infrastructure completed for the body worn cameras. That project is completed other than on-sight training from Motorola. Motorola had to push out our date until July for the training, after that we will be fully operational with the body worn cameras.

Lapeer City Police Department**Monthly Report****APRIL 2024**

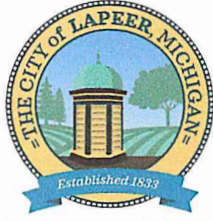
	<u>Current</u>	<u>Calendar Year</u>	<u>Previous Year</u>
	<u>Month</u>	<u>To Date</u>	<u>To Date</u>
Complaints Received and Investigated	1008	3731	3449
District Court Fines Received	\$ 1,236.51	\$ 5,135.79	\$ 3,834.93
OUIL-Cost of Prosecution	\$ 140.00	\$ 1,410.00	\$ 615.00
Charges for Copies of Police Reports	\$ 132.90	\$ 543.80	\$ 772.00
<u>ACCIDENTS:</u>			
Fatal	0	0	0
Property Damage	27	103	101
Private Property Damage	18	62	64
Personal Injury	1	15	18
<u>ARRESTS:</u>			
Misdemeanor	23	76	52
Felony	10	47	21
<u>HEROIN/OVERDOSE INCIDENTS:</u>			
Heroin Possession/Usage	0	0	2
Overdose	0	0	2
Overdose Deaths	0	0	0

CITY MANAGER REVIEW

Meeting Date: 05/20/24

Date of Review:

Completed by Mike Womack, City Manager



Interoffice Memo

To: Mike Womack, City Manager
From: Jeff Graham, Public Works Director
Date: May 14, 2024
RE: Public Works Monthly Report – April 2024

Department of Public Works Division Summary:

Water/Sewer Utilities Division and Streets Division:

In April the DPW finished up miscellaneous project from the winter and started gearing up for spring and summer projects. This winter season the city used 441 tons of salt to treat all our roads and sidewalks. Almost 200 tons less than the 22-23 season.

Other tasks completed in this month include but are not limited to the following items:

- Graded all city gravel streets, alleys, and edges.
- Repaired sink hole in road on N. Washington St.
- Curb repairs on Court St. for upcoming paving project.
- Catch basin repairs on DeMille Rd.
- Installed no parking signs on Peppermill Cir.
- Removed all salters from trucks.
- Restored main break and lead replacement areas.
- Started scanning maps from DPW map room to make them digitally available.
- Reinstalled pedestrian signals at Genesee and Millville Rd and at Saginaw and Genesee St.
- Installed new street name signs on Genesee St.
- Removed fence posts at Rowen Park for Parks Department.
- Replaced School flashing light on McCormick St.
- Stump grinding City wide.

Training and Safety:

Sidney Moore and Alexander Bourgois attended Signal wireless detection class. Justin Calvert, Edmond Tomkinson, Austin Dunaway and Ross Slusher attended Water Distribution and math classes.

Water/Sewer/ Streets Monthly Routine Task included:

- Water sampling all wells (backup water supply)

- Water Samples: Bacteria samples, Water Quality testing of distribution system
- Operate Wells and well house maintenance.
- Meter Reading and Meter Repair
- Miss Dig Staking
- Rotation of PRV's in GLWA LA-02 Meter pit
- Barricade placement Downtown.
- Dump maintenance, haul compost.
- Brush Pickup

Wastewater Treatment Plant Summary:

Waste Treatment

- Check all lift stations 2 times a week with 2 employees.
- Read meters, record utility and chemical usage.
- Read, record, and email all weather conditions to the National Weather service.
- Daily WWTP inspection
- Weekly equipment greasing
- Rotate equipment sequences.
- Empty trash cans, disinfect, clean break room, clean grounds.
- Week-end work schedule

NPDES/IPP

- Daily Laboratory Analysis
- Monthly PFAS sampling for WWTP effluent, and biosolids
- NPDES monthly Selenium sampling
- PFAS file updates
- Submitted monthly NPDES PFAS POTW effluent monitoring report via MIEnviro
- Submitted monthly DMR via MIEnviro
- Submitted Mercury Minimization Program Annual Status Report via MIEnviro
- Submitted IPP Annual Report via MIEnviro
- Submitted quarterly PFAS Status report via MIEnviro
- Sampled and sent out Bio-solids land application samples, including annual PFAS analysis.

- Submitted NPDES re-issue application via MiEnviro

Electrical Work

- Lift station generators checks and repairs.
- Ongoing troubleshooting, repair, and evaluation of computer and SCADA issues
- Replaced UPS at Huron Street lift station.
- Well House 1, 2&3 generator start-up.
- Repaired lighting at Well House # 3

Mechanical/Operations

- Completed Centrifuge coating.
- Progressive Cavity pump cleanout
- Aqueduct software meeting and updates
- Unplugged pump at McCormick lift station
- Replaced bearings and seals on Centrifuge #2
- Replaced backflow preventer.
- Replaced Hinges on Bypass wet well hatch.
- Unplugged check valve at Oregon 2 lift station

Miscellaneous

- Snow Removal
- Began lawn repairs.
- Digester building organization.
- Oakdale bar screen maintenance

Safety/Training

- IT Training

Bio-Solids Disposal Status /Loads Hauled out

- 2-North tanks hold 474,980 gallons /we have 316,783 gallons in storage
- 2-south tanks hold 430,120 gallons/we have 408,614 gallons in storage
- Total – 725,397 gallons in storage.
- Sufficient storage space until Spring land application

CITY OF LAPEER

SEWER DEPARTMENT - MONTHLY REPORT

	HOURS
DPW maintenance	41
Sewer issue calls	3
Jet sanitary sewers throughout the city	26.5
Vac woodchips for Street Dept.	6
Check restoration sites	1
Raise manhole on Golfside Dr.	3
City Hall maintenance	1
Clean catch basins and check on trouble areas	6
Manhole inspection	2
Camera sewer on Mill St.	3
Sewer training	4
Calibrate gas meters	2
Sanitary sewer inspection/water tower	6
Repair catch basins on DeMille Blvd.	8
Jet Suncrest Dr.	39
Vactor maintenance	14.5
Inspect catch basins	2

OVERTIME SEWER MONTHLY REPORT

[illegible]

CITY OF LAPEER
STREET DEPARTMENT - MONTHLY REPORT

	HOURS
Sign installs/replacements	29.5
Tree trimming/removal throughout the city	15
DPW maintenance	94
Brush/compost	82.5
Dump maintenance	5
Concrete prep/finish for sidewalk and curbs	200
Wireless Detection class	16
Assist Riverview with house on Saginaw St.	3
Remove poles at Rowden Park	14
Pick up walk path	2
School Flasher maintenence	5
City Hall building maintenance	15.5
Pour concrete	145.5
Sidewalk removal	5
Sweep parking lots	2
Stump grinding	12
Remove bridge at park	2
PED pole hit	1
Repair yard on Golfside Dr.	2
Remove salters from trucks and install tailgates	14
Repair/replace PED pole @ Saginaw & Genesee St.	4
Grade dirt roads and alleys	16
Install shelf at Police Dept.	2
Add gravel to shoulder on Saginaw	5
Sidewalk and driveway inspection	5
Cold patch city streets	1
Replace PED pole @ Millville & Genesee St.	15
Pick up trash on walk path	2
Vehicle maintenance	10
Clean catch basins	2

OVERTIME STREETS MONTHLY REPORT

[illegible]

CITY OF LAPEER
WATER DEPARTMENT - MONTHLY REPORT

	HOURS
Meter reading	6
Service requests	80
Number of work orders, re-reads and MXU repairs	97
DPW building/grounds maintenance	70
Miss Dig	70
Filled sink hole	14
EPA samples	6
Asphalt repair list	3
Multiple curb stop repairs	17
Wellhouse maintenance	33
Haul gravel to dump	4
City Hall building maintenance	17
Hydrant maintenance	2
Scan plans and maps to USB	86
Fill holes for Parks Dept.	2
Office work	12
One Day Math Review class	24
Restorations for water service replacement areas	43.5
Work with Vector on email issues	2
Vehicle maintenance	12
Equipment maintenance	3
S1 & S2 Review	27.5
S3 & S4 Review	16
Pour concrete	34
Clean and organize water room	5
Took #59 to Battle Creek for new box	3
Prep/finish sidewalk replacement	51.5
Water service turn ons/turn offs	9
Water/Well samples - take to Lansing	22
Parts run	1
Review Waldorf rehab check list	3
Restorations for sidewalk repair areas	14
Check on multiple job sites	2
Inspection work with the Building Dept.	29
WATER SHUT OFFS	30

OVERTIME WATER MONTHLY REPORT

[illegible]

WWTP MONTHLY REPORT

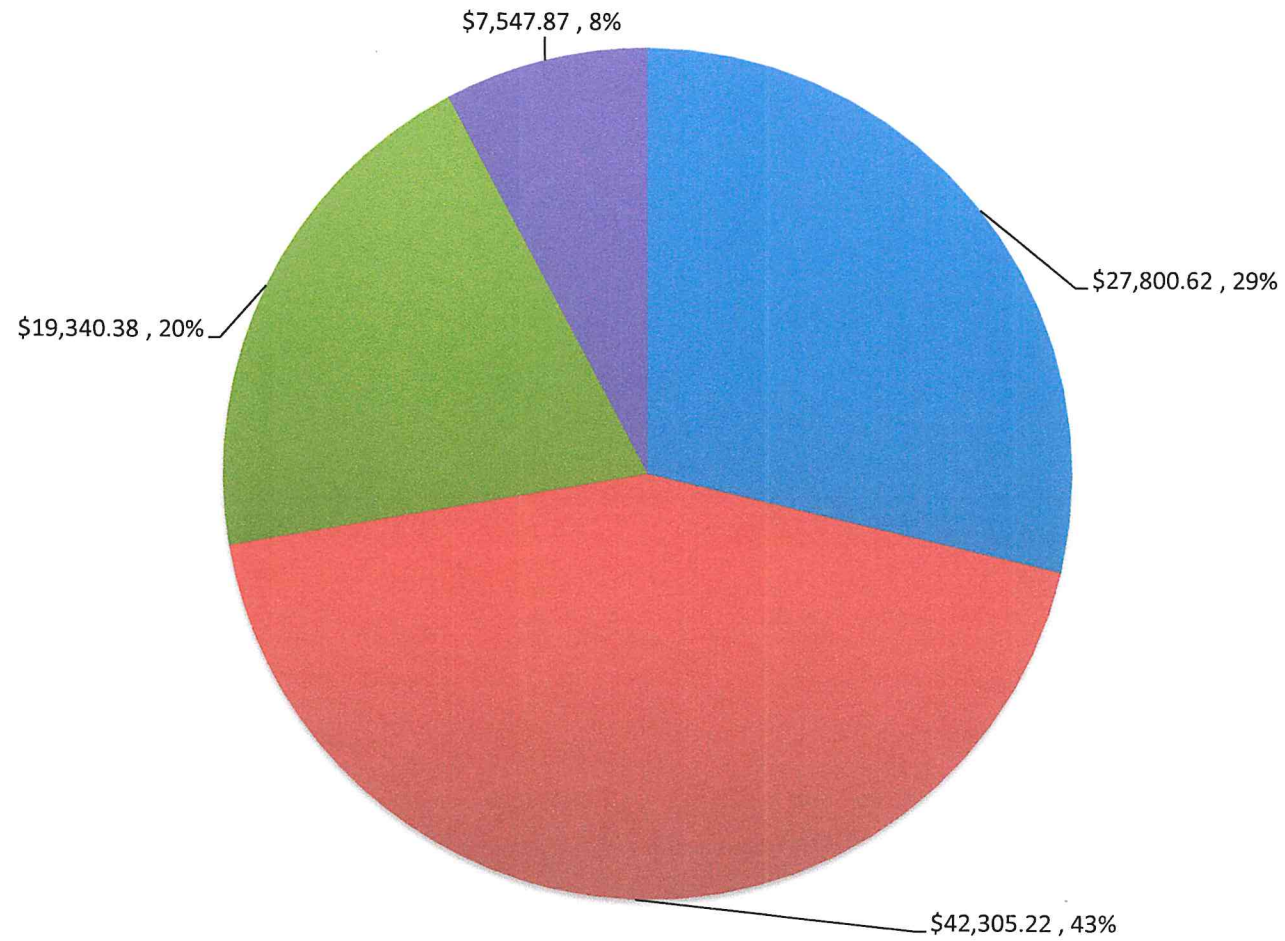
WWTP	HOURS
AM walk through	42
Wasting	68
Process	97
Headworks	
Lift Stations	69
Minor repairs	2
Major repairs	2
Greasing	9
Cleaning	28
PM walk through	42
Painting	
Grounds	26
Meetings	19
Equipment	17
Lab	172
Computer	50
IPP	10
Electrical	162

OVERTIME WWTP - MONTHLY REPORT

WWTP	HOURS
AM walk through	6
Wasting	
Process	21
Headworks	
Lift Stations	3
Minor repairs	
Major repairs	
Greasing	
Cleaning	
PM walk through	
Painting	
Grounds	
Meetings	
Equipment	
Lab	9
Computer	
IPP	
Electrical	1

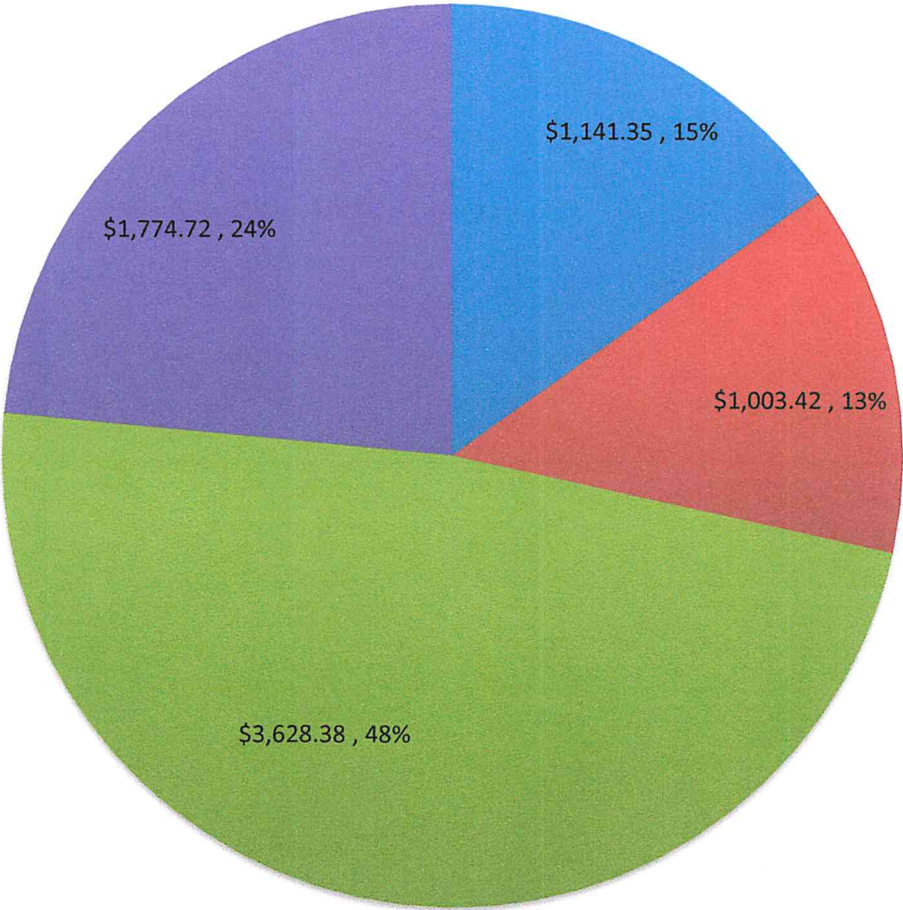
2023-2024 Snow Removal Cost - City-Wide - Total \$ 89,446.22
18.27" below our average snow fall (average 36.77")

■ Material Cost ■ Equipment Cost ■ Labor Cost ■ Downtown Cost



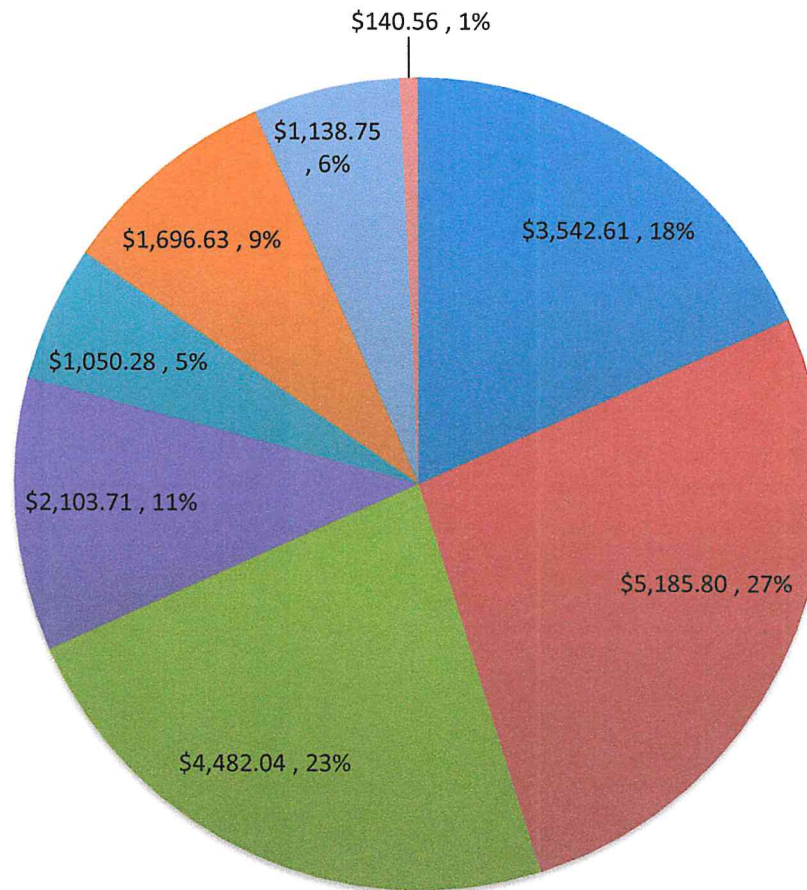
2023-2024 Snow Removal Cost- Downtown only (8.4 % of overall cost)
18.27" below our average snow fall (average 36.77")

■ Straight Time DT Lots ■ Overtime DT Lots ■ Equipment Cost ■ Material Cost



**2023-2024 Snow Removal Cost - Labor only (22 % of overall cost)
18.27" below our average snow fall (average 36.77")**

■ Straight time Major ■ Overtime Major ■ Straight time Local ■ Overtime Local
■ Straight time Trunk ■ Overtime Trunk ■ Straight time Lot/Gen. ■ Overtime Lot/Gen.



DOWNTOWN PARKING LOTS

2023-2024

	ST	OT	TOTAL	TOTAL	EQUIP	SALT	BRINE	TOTAL
<u>EVENT DATE</u>	<u>DT LOTS</u>	<u>DT LOTS</u>	<u>LABOR HOURS</u>	<u>LABOR COST</u>	<u>COST</u>	<u>COST</u>	<u>COST</u>	<u>EVENT COST</u>
Monday, November 27, 2023	127.64	0.00	4.00	127.64	126.11	95.78	8.50	358.03
Tuesday, January 9, 2024	57.23	0.00	1.75	57.23	62.44	111.74	0.40	231.81
Wednesday, January 10, 2024	47.99	0.00	2.25	47.99	80.28	95.78	0.00	224.05
Thursday, January 11, 2024	11.15	0.00	0.50	11.15	35.68	63.85	0.00	110.68
Friday, January 12, 2024	32.00	0.00	1.50	32.00	53.52	47.89	0.00	133.41
Saturday, January 13, 2024	0.00	457.37	11.00	457.37	845.59	0.00	0.00	1,302.96
Sunday, January 14, 2024	0.00	333.77	10.00	333.77	549.19	191.55	10.00	1,084.51
Tuesday, January 16, 2024	67.08	0.00	2.75	67.08	89.20	111.74	0.00	268.02
Thursday, January 18, 2024	47.99	0.00	2.25	47.99	71.36	111.74	0.00	231.09
Friday, January 19, 2024	167.24	0.00	5.50	167.24	328.58	0.00	0.00	495.82
Saturday, January 20, 2024	0.00	65.78	1.50	65.78	85.59	63.85	0.00	215.22
Tuesday, January 23, 2024	247.61	0.00	8.75	247.61	436.27	239.24	0.00	923.12
Monday, January 29, 2024	47.99	0.00	2.25	47.99	80.28	47.89	0.00	176.16
Wednesday, January 31, 2024	61.18	146.50	6.00	207.68	445.33	63.85	0.00	716.86
Thursday, February 15, 2024	109.32	0.00	5.00	109.32	178.40	255.40	0.00	543.12
Friday, February 16, 2024	55.75	0.00	2.50	55.75	89.20	63.85	0.00	208.80
Friday, March 22, 2024	61.18	0.00	2.00	61.18	71.36	191.67	0.00	324.21
TOTALS	1,141.35	1,003.42	69.50	2,144.77	3,628.38	1,755.82	18.90	7,547.87
TOTAL:								7,547.87

SNOW EVENT COST SUMMARY

CITY-WIDE

2023-2024

<u>EVENT DATE</u>	<u>ST</u> <u>Major</u>	<u>OT</u> <u>Major</u>	<u>ST</u> <u>Local</u>	<u>OT</u> <u>Local</u>	<u>ST</u> <u>Trunk</u>	<u>OT</u> <u>Trunk</u>	<u>ST</u> <u>General</u>	<u>OT</u> <u>General</u>	<u>TOTAL</u> <u>LABOR</u> <u>HOURS</u>	<u>TOTAL</u> <u>LABOR</u> <u>COST</u>	<u>EQUIP</u> <u>Cost</u>	<u>SALT</u> <u>Cost</u>	<u>BRINE</u> <u>COST</u>	<u>TOTAL</u> <u>EVENT</u> <u>COST</u>
Sunday, November 26, 2023	0.00	300.77	0.00	0.00	0.00	81.05	0.00	0.00	9.00	381.82	486.27	638.50	0.00	1,506.59
Monday, November 27, 2023	137.02	0.00	62.80	0.00	86.29	0.00	81.75	0.00	15.50	367.86	750.92	1,034.36	199.58	2,352.72
Tuesday, November 28, 2023	22.30	0.00	22.30	0.00	0.00	0.00	0.00	0.00	2.00	44.60	172.88	127.70	0.00	345.18
Wednesday, November 29, 2023	22.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	22.30	86.44	31.93	0.00	140.67
Monday, December 18, 2023	0.00	235.77	0.00	0.00	0.00	49.05	0.00	0.00	6.00	284.82	447.36	957.75	16.00	1,705.93
Tuesday, December 19, 2023	97.49	0.00	119.79	0.00	22.30	0.00	29.33	0.00	11.00	268.91	768.71	989.68	20.00	2,047.30
Wednesday, January 3, 2024	0.00	98.10	0.00	0.00	0.00	0.00	0.00	0.00	2.00	98.10	176.16	31.93	0.00	306.19
Thursday, January 4, 2024	22.30	0.00	0.00	0.00	0.00	0.00	14.15	0.00	1.50	36.45	99.33	63.85	0.00	199.63
Tuesday, January 9, 2024	225.74	0.00	0.00	0.00	43.63	0.00	8.18	0.00	11.25	277.55	596.43	430.99	0.00	1,304.97
Wednesday, January 10, 2024	42.66	235.77	0.00	89.20	0.00	49.05	45.00	0.00	13.75	461.68	988.71	1,372.78	31.00	2,854.17
Thursday, January 11, 2024	213.84	331.77	105.78	0.00	171.88	82.50	101.91	0.00	32.50	1,007.68	1,829.15	1,806.96	31.00	4,674.79
Friday, January 12, 2024	22.30	519.53	0.00	0.00	22.30	356.97	88.23	66.98	25.50	1,076.31	1,913.29	957.75	20.00	3,967.35
Saturday, January 13, 2024	0.00	1,246.88	0.00	774.60	0.00	499.09	0.00	73.58	69.00	2,594.15	5,477.29	3,032.88	65.00	11,169.32
Sunday, January 14, 2024	0.00	597.72	0.00	732.23	0.00	131.35	33.45	0.00	39.00	1,494.75	2,481.83	1,755.88	0.00	5,732.46
Tuesday, January 16, 2024	374.01	0.00	146.50	0.00	73.25	0.00	151.95	0.00	31.25	745.71	1,880.03	568.69	10.00	3,204.43
Wednesday, January 17, 2024	360.32	0.00	391.72	0.00	0.00	0.00	0.00	0.00	35.00	752.04	2,343.45	510.81	0.00	3,606.30
Thursday, January 18, 2024	0.00	235.77	481.37	0.00	0.00	49.05	16.83	0.00	26.25	783.02	1,486.71	1,462.59	27.00	3,759.32
Friday, January 19, 2024	408.46	214.05	663.19	41.26	158.84	33.45	71.35	0.00	54.00	1,590.60	4,508.08	1,883.58	91.00	8,073.26
Saturday, January 20, 2024	0.00	181.73	0.00	96.00	0.00	0.00	0.00	0.00	7.50	277.73	425.06	223.48	0.00	926.27
Monday, January 22, 2024	0.00	0.00	377.79	0.00	0.00	0.00	74.22	0.00	19.00	452.01	1,147.55	0.00	0.00	1,599.56
Tuesday, January 23, 2024	482.60	196.20	801.53	0.00	141.12	98.10	73.58	0.00	62.25	1,793.13	4,565.36	2,601.90	112.00	9,072.39
Wednesday, January 24, 2024	0.00	0.00	421.16	0.00	0.00	0.00	197.79	0.00	18.00	618.95	1,086.19	287.33	0.00	1,992.47
Monday, January 29, 2024	0.00	187.85	0.00	0.00	0.00	50.18	27.63	0.00	7.25	265.66	444.54	399.06	0.00	1,109.26
Tuesday, January 30, 2024	522.23	0.00	422.45	286.79	163.42	77.89	99.01	0.00	57.00	1,571.79	3,772.34	1,635.18	45.00	7,024.31
Wednesday, January 31, 2024	205.38	197.00	443.36	66.90	0.00	0.00	0.00	0.00	31.00	912.64	1,474.02	0.00	0.00	2,386.66
Tuesday, February 13, 2024	0.00	0.00	0.00	16.73	0.00	22.95	0.00	0.00	23.45	39.68	69.80	31.92	0.00	141.40
Thursday, February 15, 2024	193.04	0.00	22.30	0.00	133.80	0.00	0.00	0.00	15.00	349.14	1,224.38	1,436.64	35.00	3,045.16
Saturday, February 17, 2024	0.00	171.12	0.00	0.00	0.00	66.90	0.00	0.00	6.00	238.02	547.02	1,085.45	0.00	1,870.49
Friday, March 22, 2024	190.62	235.77	0.00	0.00	33.45	49.05	24.39	0.00	15.00	533.28	1,055.92	1,724.47	14.00	3,327.67

									TOTAL	TOTAL				TOTAL
TOTALS	3,542.61	5,185.80	4,482.04	2,103.71	1,050.28	1,696.63	1,138.75	140.56	646.95	19,340.38	42,305.22	27,084.04	716.58	\$ 89,446.22

TOTAL 2023-24 SNOW EVENT COSTS TO DATE - CITY WIDE	\$ 89,446.22
--	--------------

TOTAL 2023-24 SNOW EVENT COSTS TO DATE - DOWNTOWN:	\$ 7,547.87
--	-------------

GRAND TOTAL 2023-24 SNOW EVENT COSTS :	\$ 96,994.09
--	--------------

**MEDICAL MARIHUANA LICENSES
PROVISIONING CENTER - GROWER – PROCESSOR –
SECURE TRANSPORTER – SAFETY COMPLIANCE FACILITY**

Approved Licenses:				Updated: April 2024
Applicant Name	DBA	Address	License	Status
PROVISIONING CENTERS				
DNVK Lapeer Inc	The Pier Provisioning Center	2401 W Genesee St	Facility	App: Exp 06-11-24
The Pure Lapeer, LLC	Pure Lapeer	1330 Imlay City Road Units C&D	Facility	App: Exp 06-21-24
TRC Lapeer LLC	The ReLeaf Center of Lapeer	200 E Genesee St	Facility	App: Exp 10-23-24
Alternative RX, LLC	Xplore Cannabis	824 S Main Street	Facility	App: Exp 10-30-24
Ox Tail, Inc.	Heads	111 W Genesee St	Facility	App: Exp 11-19-24
SPMI LLC	Shango Lapeer	224 E Genesee St	Facility	App: Exp 12-12-24
FB Lapeer PRV, LLC	The Jazz Club Center	1333 Imlay City Road	Provisional	App: Exp 10-26-24
GROWER				
Ka Ulu Ana LLC #1	Ka Ulu Ana LLC	244 S Court Street	Facility – Class C	App: Exp 08-04-24
Green Thumb Growers	Green Thumb Growers	840 Whitney	Prov – Class A	App: Exp 10-24-24
PROCESSOR				
Berry Green Management, Inc.	Berry Green Management, Inc	1330 Imlay City Road	Facility	App: Exp 08-28-24
Northwest Confections Michigan LLC	WYLD	525 S. Court Street, Suite 110	Facility	App: Exp 10-07-24
Berry Green Management, Inc	Berry Green Management, Inc	1356 Imlay City Road	Facility	App: Exp 12-11-24
SECURE TRANSPORTER				
None.				
SAFETY COMPLIANCE FACILITY				
None.				

ADULT USE MARIHUANA LICENSES
PROVISIONING CENTER – GROWER – PROCESSOR –
SECURE TRANSPORTER – SAFETY COMPLIANCE FACILITY

Updated: April 2024

Approved Licenses:					Status
Applicant Name	DBA	Address	License		
PROVISIONING CENTERS					
DNVK Lapeer Inc	The Pier Provisioning Center	2401 W Genesee St	Facility	App: Exp 11-19-24	
The Pure Lapeer, LLC	Pure Lapeer	1330 Imlay City Road Units C&D	Facility	App: Exp 12-03-24	
TRC Lapeer LLC	The ReLeaf Center of Lapeer	200 E Genesee St	Facility	App: Exp 12-03-24	
Ox Tail, Inc.	Heads	111 W Genesee St	Facility	App: Exp 12-16-24	
SPMI, LLC	Shango Lapeer	224 E. Genesee St	Facility	App: Exp 12-15-24	
Alternative RX	Xplore	824 S. Main St.	Facility	App: Exp 12-21-24	
GROWER					
Farmboyz, LLC		1428 Imlay City Road	Prov – Class B	App: Exp 07-30-24	
Ka Ulu Ana LLC #1		244 S. Court St	Facility – Class C	App: Exp 10-15-24	
Ka Ulu Ana LLC #2		244 S. Court St	Facility – Class C	App: Exp 10-15-24	
Fresh Water Gardens, LLC		39 W. Genesee	Prov – Class C	App: Exp 12-16-24	
SDRK Group, LLC #1		207 S. Saginaw St.	Facility – Class C	App: Exp 12-18-24	
SDRK Group, LLC #2		207 S. Saginaw St.	Facility – Class C	App: Exp 12-18-24	
SDRK Group, LLC #3		207 S. Saginaw St.	Facility – Class C	App: Exp 02-12-25	
Old School Organics, LLC	Old School Organics, LLC	350 County Center Street	Facility – Class C	App: Exp 04-08-25	
PROCESSOR					
Berry Green Management, Inc.	Berry Green Management, Inc	1330 Imlay City Rd, Ste F-G-H	Facility	App: Exp 08-28-24	
Ka Ulu Ana, LLC		244 S. Court St	Facility	App: Exp 09-27-24	
Northwest Confections Michigan	WYLD	525 S. Court Street, Suite 110	Facility	App: Exp 10-07-24	
Berry Green Management		1356 Imlay City Road	Facility	App: Exp 01-05-25	
Atwater Management LLC	Culture Complex	525 S. Court St., Suite 120	Facility	App: Exp 01-25-25	
SECURE TRANSPORTER					
None.					
SAFETY COMPLIANCE FACILITY					
None.					

CITY OF LAPEER, 576 LIBERTY PARK, LAPEER, LAPEER COUNTY, MICHIGAN 48446
2024 MEETING DATES

N-1

In accordance with the Open Meetings Act, MCL 15.261 et. Seq., notice is hereby given that every meeting of the City Council, Boards, Authorities and Commissions of the City of Lapeer shall be open to the public. Notice is further given that the following City Council, Boards, Authorities and Commissions are regular meeting dates for 2024. A public notice of each special or rescheduled meeting will be posted at least 18 hours prior to the time of the meeting.

Board/Commission	Location	Time	January	February	March	April	May	June	July	August	September	October	November	December
City Commission	Commission Chambers	6:30 P.M.	2, 16	5, 20	4, 18	1, 15	6, 20	3, 17	1, 15	5, 19	3, 16	7, 21	4, 18	2, 16
1 st & 3 rd Monday of each Month														
Cemetery Board	Mt. Hope Cemetery	2:00 P.M.	--	--	--	--	--	--	--	--	--	17	--	--
3 rd Thursday of Oct Building														
Downtown Development Authority	2 nd Floor Conference Room	8:00 A.M.	24	28	27	24	22	26	24	28	25	23	27	25
4 th Wednesday of each Month														
Economic Development Corp (EDC) & Tax Increment Finance Auth (TIFA)	2 nd Floor Conference Room	8:00 A.M.	10	14	13	10	8	12	10	14	11	9	13	11
2 nd Wednesday As needed														
Housing Commission	2 nd Floor	4:00 P.M.	18	15	21	18	16	20	18	15	19	17	21	19
3 rd Thursday of each Month	Conference Room													
Local Development Finance Authority (LDFA)	2 nd Floor Conference Room	8:00 A.M			5			4			3			3
1 st Tuesday March/June/Sept/ Dec as Needed														
Park Board			--	--	--	--	--	--	--	--	--	--	6	--
Planning Commission	Commission Chambers	6:30 P.M.	11	8	14	11	9	13	11	8	12	10	14	12
2 nd Thursday of each Month														
Zoning Board of Appeals	Commission Chambers	6:30 P.M.	22	26	25	22	27	24	22	26	23	28	25	23
4 th Monday of each Month														

Address of the above locations are as follows:

Commission Chambers: City Hall, 576 Liberty Park
Mt. Hope Cemetery: 1230 Park Street

Romona Sanchez, CMC
City Clerk

City of Lapeer
576 Liberty Park, Lapeer
Lapeer County, Michigan 48446 (810) 664-5231



MAT. TRANS.

To: City Commission
Date: May 20, 2024
RE: Material Transmittals

1. None.