



**AGENDA
CITY OF LAPEER
CITY COMMISSION
576 LIBERTY PARK, LAPEER, MI 48446
OCTOBER 7, 2024**

6:30 P.M. CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF OCTOBER 7, 2024, AGENDA

A. MINUTES:

1. Minutes of the Regular meeting held September 16, 2024.

B. PUBLIC COMMENTS:

C. CONSENT AGENDA:

1. Special Event: Homecoming Parade, Friday, October 18, 2024, 4 p.m. – 6 p.m.
2. Easement Agreement: Right-of-Way Balcony Encroachments, Sanitary Sewer and Sidewalk for Woodchips Mixed Use, 480 W. Nepessing St., L20-10-900-040-00.
3. City of Lapeer Fraud Policy.
4. Amendment to City of Lapeer – Rules and Procedures of the City Commission.
5. DTE Apollo Stormwater Maintenance Agreement.

SUGGESTED MOTION:

Approve the Consent Agenda for October 7, 2024.

D. BILL LISTING:

1. Bill Listing for October 7, 2024.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the Bill Listing for October 7, in the amount of \$620,706.65.

E. PROCLAMATIONS, RECOGNITIONS AND RESOLUTIONS:

F. PUBLIC HEARINGS:

G. ADMINISTRATIVE REPORTS:

1. Community Center – Fitness Equipment Purchase.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the purchase of eight (8) new treadmills and two (2) new recumbent ellipticals in the amount of \$44,260.

2. Ordinance Amendment – Chapter 9 Housing.

SUGGESTED MOTION: INTRODUCED BY COMMISSIONER BRADY.

Adopt an amendment to Chapter 9, (Housing), Article IV Administration, Enforcement and Penalty, §9-66 and §9-67, of the General Ordinances of the City of Lapeer.

3. Ordinance Amendment – Chapter 38 Blight.

SUGGESTED MOTION: INTRODUCTION BY ONE COMMISSIONER.

Introduce an amendment to Chapter 38 (Blight), § 38-5 Violations and penalties, of the General Ordinances of the City of Lapeer.

4. Ordinance Amendment – Chapter 59 Business Registration.

SUGGESTED MOTION: INTRODUCTION BY ONE COMMISSIONER.

Introduce an amendment to Chapter 59, (Business Registration), § 59-9 Violations and penalties, of the General Ordinances of the City of Lapeer

5. Ordinance Amendment – Chapter 7 Zoning.
Rezoning – 3301 Davison Road – L20-83-321-040-00.
I-1 Industrial to B-2 General Business.

SUGGESTED MOTION: INTRODUCTION BY ONE COMMISSIONER.

Introduce an Ordinance Amendment Chapter 7 (Zoning Ordinance), Article 7.02.02(a)(38) of the General Ordinances of the City of Lapeer.

6. Community Center – Design & Build New Waterslide & Staircase – Whitewater.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve Whitewater's proposal to design and build a new water slide and staircase tower at the Lapeer Community Center, not to exceed \$206,994, and authorize the Director of Parks, Recreation & Cemetery to sign all necessary documentation.

7. Pump Track Design Contract – Rowe Professional Services.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

To approve the contract amendment with ROWE Professional Services, in the amount of \$14,400, for design assistance of the pump track and the attached budget amendment and authorize the Director of Parks, Recreation & Cemetery to sign the necessary documents.

H. CITY MANAGER'S REPORT:

1. Various matters.
 - a. Exotic Pets.
2. Closed Session.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve going into a Closed Session under Section 8(d) of the Open Meetings Act, MCL 15.268(d), at the end of the regular meeting.

I. CITY ATTORNEY'S REPORT:

1. Various matters.

J. UNFINISHED BUSINESS:

1. Appointments to Boards and Commissions.

K. DEPARTMENTAL COMMUNICATIONS:

1. Downtown Development Authority.

L. PUBLIC COMMENTS:

M. CLOSING COMMENTS:

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

N. REMINDER OF MEETINGS:

Next City Commission Meeting: **MONDAY, OCTOBER 21, 2024, Regular**

O. REMINDER OF PUBLIC HEARINGS:

CLOSED SESSION

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
SEPTEMBER 16, 2024**

A regular meeting of the Lapeer City Commission was held September 16, 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.

Police Chief Howe performed the swearing-in of Patrol Officer Robert Barron.

209 2024 09-16 AGENDA APPROVAL

Moved by Glisman. Seconded by Brady.

Approve the Agenda for September 16, 2024, as presented.

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

Nays: None.

MOTION CARRIED.

210 2024 09-16 MINUTES

Moved by Glisman. Seconded by Brady.

Approve the minutes of the regular meeting held September 3, 2024, as presented.

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

Nays: None.

MOTION CARRIED.

PUBLIC COMMENTS

Brad Haggadone, Lapeer County Commissioner, updated the City Commission regarding the Lapeer County Board of Commissioners' proceedings.

Dave Klafter, Oregon Township, gave an invocation.

Nine members of the public spoke about the change in business hours of Adam & Eve.

Angela Bollman, owner of Adam and Eve store, spoke about the change in business hours of Adam & Eve.

211 2024 09-16 CONSENT AGENDA

Moved by Glisman. Seconded by Atwood.

Approve the consent agenda for September 16, 2024, as presented:

1. Special Event: Lapeer Buried History, September 28, 2024,
3 p.m. – 8 p.m., Mt. Hope Cemetery.

2. Special Event: Stone Soup Food Bank - Hunger Awareness Week – October 4-5, 2024, 9 a.m. – 2 p.m., Downtown Intersections.
3. Fixed Asset Disposal – Parks Department - 2008 GMC 1500.

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

Nays: None.

MOTION CARRIED.

212 2024 09-16 BILL LISTING

Moved by Brady. Seconded by Petrie.

Approve the bill listing for September 16, 2024, in the amount of \$872,101.17.

ON A ROLL CALL VOTE.

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

Nays: None.

MOTION CARRIED.

PROCLAMATION, RECOGNITIONS AND RESOLUTIONS:

213 2024 09-16 PROCLAMATION NATIONAL SEE TRACKS? THINK TRAIN® WEEK

Moved by Brady. Seconded by Glisman.

Adopt the National See Tracks? Think Train ® Week.

CITY OF LAPEER PROCLAMATION

NATIONAL SEE TRACKS? THINK TRAIN® WEEK

WHEREAS *See Tracks? Think Train®* Week is to be held across the U.S. from September 23 to 29, 2024;

WHEREAS, 2,192 rail grade crossing collisions resulted in 765 personal injuries and were responsible for 248 fatalities in the United States during 2023; and

WHEREAS, 1,378 pedestrian trespassing casualties have occurred in the United States resulting in 663 pedestrians being killed and another 715 injured while trespassing on railroad property rights of way during 2023; and

WHEREAS, educating and informing the public about rail safety (reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws) will reduce the number of avoidable fatalities and injuries caused by incidents involving trains and citizens; and

WHEREAS, the International Association of Chiefs of Police, National Operation Lifesaver Inc., United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National *See Tracks? Think Train®* Week.

NOW, THEREFORE, BE IT RESOLVED that, I Debbie Marquardt, Mayor of the City of Lapeer and the Lapeer City Commission, declare September 23 to 29, 2024, National See Tracks? Think Train® Week and I encourage all citizens to recognize the importance of rail safety education.

Dated this 16th day of September 2024.

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

Nays: None.

MOTION CARRIED.

ADMINISTRATIVE REPORTS:

214 2024 09-16 MCCORMICK PUMP STATION CAPACITY STUDY

Moved by Brady. Seconded by Atwood.

Approve the Rowe engineering contract for the McCormick Pump Station Capacity Study not to exceed \$21,000 and authorize the Director of Public Works to sign all necessary documents.

ON A ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

215 2024 09-16 COMMITMENT TO PURCHASE – ALTECH INDUSTRIES

Moved by Glisman. Seconded by Swindell.

Approve the commitment to purchase with Altech Industries, for the purchase of Altech Model LR8-60E70RM, a bucket truck, 2025-26 CIP Project #22862.

ON A ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

216 2024 09-16 CHANGE IN BUSINESS HOURS – ADAM & EVE

Moved by Swindell.

To extend Adam & Eve's hours to being open 7 days a week from 10 a.m. to 10 p.m.

MOTION DIED DUE TO LACK OF SUPPORT.

217 2024 09-16 CHANGE IN BUSINESS HOURS – ADAM & EVE

Moved by Swindell. Seconded by Atwood.

To extend Adam & Eve's hours on Friday and Saturday from 10:00 a.m. to 10:00 p.m. and Sunday from Noon – 6:00 pm.

Ayes: Atwood, Swindell.

Nays: Brady, Glisman, Petrie.

MOTION FAILED 2-3.

218 2024 09-16 CHANGE IN BUSINESS HOURS – ADAM & EVE

Moved by Swindell. Seconded by Brady.

To allow Adam & Eve to extend their hours on Friday and Saturday, from 10:00 a.m. to 10:00 p.m.

Ayes: Atwood, Brady, Swindell.

Nays: Glisman, Petrie.

MOTION CARRIED 3-2.

219 2024 09-16 ORDINANCE AMENDMENT – CHAPTER 9 HOUSING.

Commissioner Brady introduced an ordinance amendment to Chapter 9, Housing, Article IV Administration, Enforcement and Penalty, § 9-66 and § 9-67, of the General Ordinance of the City of Lapeer.

CITY OF LAPEER
LAPEER COUNTY, MICHIGAN

Ordinance #: 2024-07

An ordinance to amend City of Lapeer housing ordinance by amending Chapter 9 Housing, Article IV Administration, Enforcement and Penalty, § 9-66 to § 9-67.

THE CITY OF LAPEER, LAPEER COUNTY, MICHIGAN ORDAINS:

ARTICLE I.

That § 9-66 Delaying or terminating prosecution, of the Lapeer Code of Ordinances is deleted and removed entirely:

~~§ 9-66 Delaying or terminating prosecution.~~

~~Nothing in this article shall delay or be cause for terminating the criminal prosecution of a responsible party for violation of this Housing Ordinance.~~

ARTICLE II.

That § 9-67 Violations and penalties, of the Lapeer Code of Ordinances, is modified to read in its entirety as follows:

§ 9-67 Violations and penalties. Except as otherwise provided in other sections or articles of this chapter, a violation of any section, article or provision shall be considered a civil infraction and subject to the provisions of Chapter 62, Civil Infractions, of the Code of the City of Lapeer.

ARTICLE IV. SEVERABILITY

This ordinance and its various articles, paragraphs and clauses thereof are hereby declared to be severable. If any article, paragraph or clause is adjudged unconstitutional or invalid, the remainder of this amendatory ordinance shall not be affected thereby.

ARTICLE V. CONFLICT

All ordinances and provisions of ordinances of the City of Lapeer in conflict herewith are hereby repealed.

ARTICLE VI. ADOPTION

This amendatory ordinance shall be published as required by law and shall take effect 7 days after publication.

CITY MANAGER'S REPORT

City Manager Womack commented on the rules of procedure for public comment, which was included in tonight's packet, indicating that with the increase in vitriol in government lately, wants to make sure we have everything in order and legal as the standards we enforce, asked

for Commissioner comments on what is being proposed. He continued stating he will be looking at some dates for holding a Goals and Objectives meeting soon. Asked if the Commissioners would like to tour the Wastewater Treatment Plant.

DRAFT

CITY ATTORNEY'S REPORT

City Attorney Francis had no additional comments tonight.

UNFINISHED BUSINESS

220 2024 09-16 RESIGNATION FROM DOWNTOWN DEVELOPMENT AUTHORITY.

Moved by Atwood. Seconded by Swindell.

Accept the resignation of Tom LaMagna from the Downtown Development Authority and declare the seat vacant.

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

Nays: None.

MOTION CARRIED.

DEPARTMENTAL REPORTS

The Monthly Departmental Reports were received into the record.

PUBLIC COMMENTS

Six members of the public spoke about human trafficking and change in hours of the Adam and Eve store.

MAYOR/COMMISSIONER COMMENTS

Commissioner Petrie: Read a devotional; read the definition of complacency, every person needs to be cognizant of what complacency is and what it can do. Does not hate anyone or their business, thinks about how decision will affect our community for the future. In regard to the City hours changing, has had mixed reviews; would have liked the public to have more notice; has heard complaints. She is here to be a watchman on the wall; treats the money spent like her own, looks at everything including bids when it comes to spending. She was elected to be a watchman on the wall, not just for the City residents but for the community. Not all people in this community live in this City, they may be on the outskirts, but our City affects their community. Wants businesses to thrive as long as they are benefiting our City and bringing good to our City for the majority.

Commissioner Glisman: At the end of these meetings, she and Commissioner Petrie get scolded by Commissioner Swindell. Today she is going to do the scolding. There are people in this room that knocked on doors for herself, Commissioners Atwood, Brady, and Petrie and gave money to get them elected because they did not like what the former Commissioners were doing, or what they did to the City. She did not want to run for this seat, she wants to be retired, but she is here because she cares about this City, she cares about this community and cares about the State of Michigan. Commissioner Atwood and Commissioner Brady owe the people in the room an apology, because they did not do right by them. Does not like to scold people, but everyone has to stand up for what's right and their beliefs. If one does not believe in God, America, and the Constitution that is one thing, but if you are a true believe in the Lord Jesus Christ then you stand up for your beliefs.

Commissioner Swindell: Congratulated Commission Atwood for becoming Vice President of the Michigan Municipal League. September is Chiari Malformation Awareness month; she was diagnosed with it at age 36; her son has been diagnosed with it as well. Next weekend there is a fund raiser for the cause. This weekend is the Beaver Dash Bash, go have some fun at the fundraiser. Go check the awesome trails.

Commissioner Atwood: Will not do his preaching up here on the dais but will do that on the streets. Not here to tell people what to do or how to live, will do that on the streets. This ordinance has never been dealt with, and recommends the City Manager toughen it up, so we do not have to do this again. If you want to yell at him; where were all of you when marihuana came to town. Reached out and asked for help, no one came to help. If you want to preach at him, look in the mirror and preach at yourself. Morality is a heart issue, its within. Would the business owner be welcomed into your church service on a Sunday morning; if so, reach out to her, have a conversation with her. What about government overreach. We cannot categorize sin and say this one is worse than that one. It is difficult to sit here and vote and approve someone's business hours; one of the hardest things he's ever had to do as a Commissioner.

City Manager Womack: Thanked Ms. Bollman for showing up tonight, she knew it was going to be very difficult; she showed up and defended her business. We had a good discussion and is thankful for the Commission because we worked through a difficult issue. Some of the members of the public commented about human trafficking tonight and indicated that it is happening in the City. If anyone has knowledge about trafficking occurring, please report it to the police immediately. It is a very serious issue.

Mayor Marquardt: We are looking into what is the best way to have our meeting to be viewed by the public. There have been discussions regarding the poor quality in sound and streaming issues. However, there is no plan to eliminate the video option. Congratulated Commissioner Atwood on his appointment as Vice President of the MML. Read the list of local events. Thanked everyone for coming to the meeting tonight.

221 2024 09-16 ADJOURNMENT

There being no further business, Mayor Marquardt adjourned the regular meeting at 8:15 p.m.

Debbie Marquardt, Mayor

Romona Sanchez, City Clerk

To: Mike Womack, City Manager
From: Jeremy Howe, Chief of Police
Date: September 29, 2024
RE: Special Event – Homecoming Parade

STAFF RECOMMENDATION

Approve Event.

CURRENT OR NEW INFORMATION

A request has been received from the Lapeer Community Schools to hold their annual Homecoming Parade on Friday, October 18, 2024. The event will take place in the downtown area on Nepessing Street from 4:00pm – 6:00pm. This event does require approximately 20 hours of overtime from the Police Department, along with services from the Department of Public Works for placing of barricades.

See PDF file SE Homecoming Parade 2024.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

Annual Event

AGENDA ITEM REVIEW

Meeting Date: October 7, 2024
Consent: X
Administrative:
Public Hearing:

Date Reviewed: September 30, 2024
Reviewed By: City Clerk's Office

City of Lapeer SPECIAL EVENT APPLICATION (SEA)

RECEIVED

SEP 10 2024

CITY MANAGER

LAPEER, MI



DIRECTIONS: Complete this application per the City of Lapeer Special Events Ordinance (Ch.52 Special Event) and the Rules and Regulations and return it to the either Parks & Rec Department (for events at a City Park) or the City Clerk's Office at a minimum of 45 calendar days before the starting date of the event.

If you request an event in a CITY PARK, YOU MUST SUBMIT YOUR PARK RESERVATION WITH YOUR APPLICATION. All Special Event Applications should be submitted directly to the City Clerk's Office, 576 Liberty Park, Lapeer, MI, 48446 or it can be emailed to clerk@ci.lapeer.mi.us.

Sponsoring Organization
(Legal Name)

Lapeer High School

Phone #

667-2418

Address

933 S. Saginaw St.

Organization Event
Coordinator/Contact

Shad Spilski

Phone #

810-538-2367

Event Coordinator/
Contact Address

933 S. Saginaw St.

Coordinator/Contact Email

shadwin.spilski@lapeerschools.org

Event Name

Homecoming Parade

Purpose of Event

Homecoming

Event Location

Downtown Lapeer

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

10/18/24

Event Time

5:00pm

of Event

Organizational Team

of Expected
Attendees:

1000

Describe the activities

taking place at your event:

Homecoming parade starting on E. Napessing St and ending W. Napessing St & W. Monroe.

Please check what will be part of your event:

☐
☐

Music**

Tents

☐
☐

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:

Please check what you request the City to supply:

*See Rules and Regulations

FOR OFFICE USE ONLY:

SPECIAL EVENT REVIEW COMMITTEE APPROVALS

☐ City Manager	☐ Police Chief
☐ Fire Chief	☐ DPW Director
☐ Parks & Rec Director	☐

Picnic Tables Qty:	Electricity Turned on/off	Other:
Trash Containers Qty:	Road Crossing Guards Qty:	
Road Closures List:	<i>Closure of E. Napessing St, N. Saginaw, & N. Napessing St.</i>	

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

Please check what type of event is this:

A description of the type of event can be found on page 4, B.1-5.

City Operated Event	☒	Other Non-Profit Event	☐	Political or Ballot Issue Event
Co-Sponsored Event	☐	Other For-Profit Event	☐	

INDEMNIFICATION AGREEMENT

The Shadwin Spilski 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: 9/10/24

Witness: *Dana E. Janse* Date: 9-10-2024

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): During the fall season of school

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.

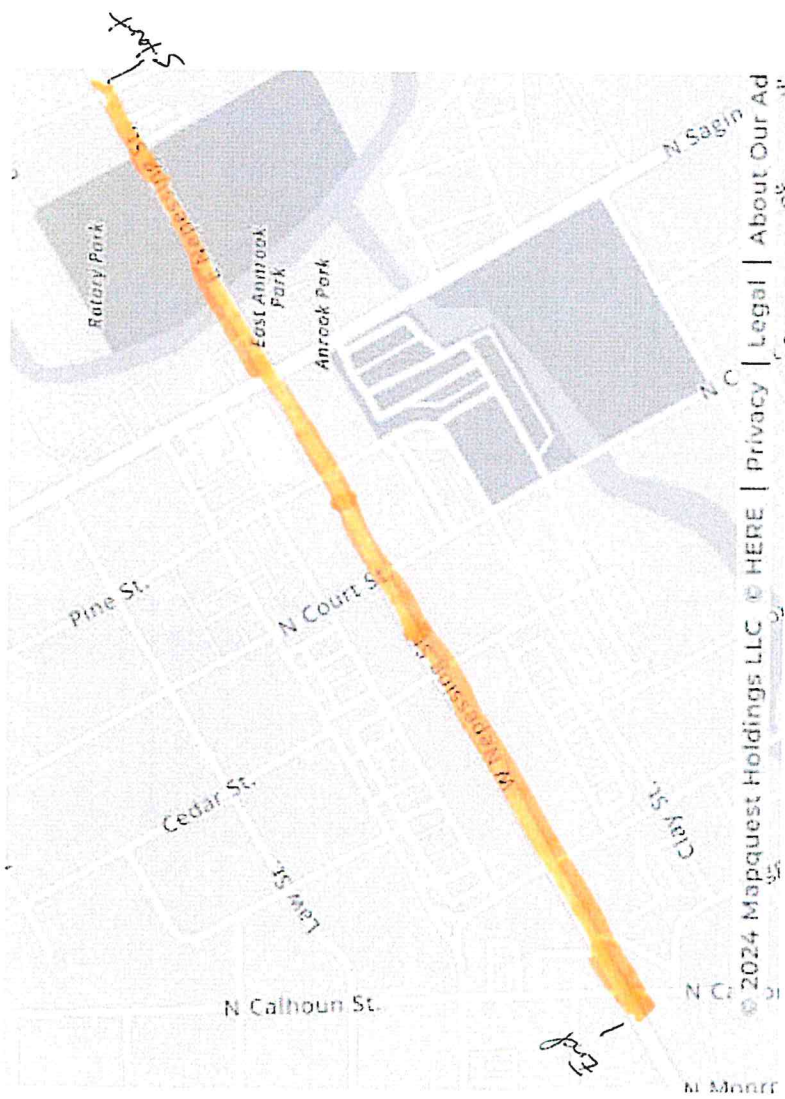
10/10/24
Date


Signature of Sponsoring Organization's Agent

SUBMIT THIS APPLICATION at least **45** calendar days before the first day of the event to the City of Lapeer, City Clerk's Office, 576 Liberty Park, Lapeer MI 48446.

Be sure to include the following with the application:

- | | |
|--------------------------|--|
| ☐ | Complete Signed Application. |
| ☐ | Park Reservation (as needed). |
| ☐ | Certificate of Insurance –Naming City of Lapeer as additionally insured. |
| ☐ | Event Map. |
| ☐ | If Non-Profit provide proof of IRS 501c(3) status. |





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/13/2024

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 Arthur J. Gallagher Risk Management Services, LLC 300 Ottawa NW Suite 301 Grand Rapids MI 49503	CONTACT NAME: Brian Pierce PHONE (A/C, No, Ext): 616-233-0926 FAX (A/C, No): 616-233-0923 E-MAIL ADDRESS: Brian_Pierce@ajg.com																					
INSURED MAISL Joint Risk Management Trust Lapeer Community Schools 250 Second Street Lapeer MI 48446	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>MAISL Joint Risk Management Trust</td><td></td></tr><tr><td>INSURER B:</td><td>Great American Insurance Company</td><td>16691</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	MAISL Joint Risk Management Trust		INSURER B:	Great American Insurance Company	16691	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	MAISL Joint Risk Management Trust																					
INSURER B:	Great American Insurance Company	16691																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 756925571

REVISION NUMBER:

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 B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		Insurer A & B MAC 3128240	7/1/2024 7/1/2024	7/1/2025 7/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$Included GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 Agg Applies per \$Member
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED 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	N/A				PER STATUTE OTH-ER 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)

MAISL Joint Risk Management Trust is a qualified and approved self-insurance fund under the laws of the State of Michigan. SIR \$600,000

RE: Lapeer Community Schools Homecoming Parade October 18, 2024

The City of Lapeer is an Additional Insured as respects to General Liability, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**City of Lapeer
576 Liberty Park
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

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ITEM C-2

To: Mike Womack, City Manager
From: Jeff Graham Public Works Director
Date: September 24, 2024
RE: Woodchips Mixed Use Building – 480 W. Nepessing Street – Easements for Right-of-Way Balcony Encroachment, Sanitary Sewer and Sidewalk

STAFF RECOMMENDATION

Approve three Easements for **(1)** Right-of-Way Balcony Encroachments; **(2)** Sanitary Sewer; and **(3)** Sidewalk for the Woodchips Mixed Use building to be constructed at 480 W. Nepessing Street, Parcel #L20-10-900-040-00.

CURRENT OR NEW INFORMATION

The new Woodchips Mixed Use building proposed to be constructed at 480 W. Nepessing Street needs City Commission approval for right-of-way encroachments by the building balconies. The property is described as **(THE SOUTHWESTERLY 40 FEET OF LOT 80 OF LAPEER VILLAGE PLAT, BEING A SUBDIVISION OF PART OF SECTION 5, TOWN 7 NORTH, RANGE 10 EAST, CITY OF LAPEER, LAPEER COUNTY, MICHIGAN AS RECORDED IN LIBER 1 OF PLATS, PAGE 73 OF LAPEER COUNTY RECORDS)**

- (1)** The first easement gives grantee permission to install balconies on the upper floors which will extend over and encroach upon a portion of the sidewalk located in the City right-of-way.
- (2)** The second easement gives the City the right to construct, operate, maintain, or replace if needed the sanitary sewer through said property.
- (3)** The third sidewalk easement gives the City the right to construct, maintain, repair and or replacement of sidewalk if needed.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

This Woodchips Mixed Use Building project at 480 W. Nepessing Street has been ongoing since June 2022. This three-story building on parcel #L20-10-900-040-00 will be a nice addition to the downtown business district. They had plans approved by Planning Commission June 9, 2022. This building will also add four residential units to the City.

AGENDA ITEM REVIEW

Meeting Date:	October 7, 2024	Date Reviewed:	September 30, 2024
Consent:	X	Reviewed By:	City Clerk's Office
Administrative:			
Public Hearing:			

EASEMENT AGREEMENT
(RIGHT OF AWAY ENCROACHMENT)

THIS EASEMENT AGREEMENT is entered into on this ____ day of _____, 2024, between Patrick Hingst, 480 W. Nepessing, Lapeer, Michigan 48446 ("Grantor") and the City of Lapeer, a municipal corporation, 576 Liberty Park, Lapeer, Michigan 48446 ("Grantee").

RECITALS

- A. Grantor controls and has jurisdiction over certain streets, roads, sidewalks, and associated rights of way within the City of Lapeer, including, but not limited to, the right of way associated with W. Nepessing Street and its adjacent sidewalks between Mason Street and Cedar Street in Lapeer, Michigan (the "Right of Way"). The Right of Way extends vertically above the ground level.
- B. Grantee owns certain real property located in the City of Lapeer commonly known as 480 W. Nepessing, Lapeer, Michigan ("Grantee's Property"). Grantee's Property is more particularly described as:

THE SOUTHWESTERLY 40 FEET OF LOT 80 OF 'LAPEER VILLAGE PLAT', BEING A SUBDIVISION OF PART OF SECTION 5, TOWN 7 NORTH, RANGE 10 EAST, CITY OF LAPEER, LAPEER COUNTY, MICHIGAN. AS RECORDED IN LIBER 1 OF PLATS, PAGE 73 OF LAPEER COUNTY RECORDS.

- C. Grantee desires to install balconies on the upper floor(s) of Grantee's Property which will extend over and encroach upon a portion of the sidewalk located in the Right of Way (collectively the "Balconies").
- D. In addition to other permits and permissions, Grantee requires City approval to allow the Balconies to partially encroach above the sidewalk that is located in the Right of Away.
- E. The City is willing to grant Grantee revocable permission for the Balconies to partially encroach above the sidewalk located in the Right of Way.

NOW, THEREFORE, Grantor and Grantee for and in consideration of the sum of one Dollar (\$1.00), the receipt and sufficiency of which is acknowledged agree as follows:

1. Recitals and Authority. The Recitals are true and accurate. Each party executing this Agreement has full power and authority to execute this Agreement.

2. Grant of Easement. Grantor grants to Grantee a nonexclusive easement (the "Easement") for the sole purpose of allowing the Balconies to partially encroach above the sidewalk in the Right of Way as depicted below (the "Easement Area").

See exhibit A

It is the intent of the parties and condition to this Easement that the Balconies do not extend any further toward W. Nepessing Street than as depicted and that the Balconies be at least 26 feet above the surface of the sidewalk in the Easement Area.

3. Conditions: Grantee's right to this Easement and the right for the Balconies to encroach upon the Right of way are conditioned upon Grantee complying at all times with the following:

- a. Grantee shall be responsible for the cost to construct, install, maintain, alter, and remove, if requested by the City, the Balconies.
- b. The Balconies shall not be constructed, installed, or used prior to Grantee obtaining all necessary permits.
- c. The Balconies shall not extend beyond the Easement Area as depicted herein.
- d. The Balconies shall be at least 26 feet about the surface of the sidewalk located in the Easement Area.
- e. Grantee shall, at its sole expense, maintain the Balconies in a good and safe condition reasonably fit for their intended purposes.
- f. Grantee shall comply with all City specifications and requirements in construction the Balconies. All work shall be performed by licensed contractors in a good and workmanlike manner, on a lien-free basis and consistent with plans and specifications approved by the City.
- g. The Balconies shall not interfere, restrict, or impair, in anyway, the operation, maintenance, or use: (1) of W. Nepessing Street; (2) of the sidewalk located in the Right of Way; or (3) any other facilities located in the Right of Way.

- h. At all times this Easement is in place, Grantee shall maintain a policy of general liability insurance insuring Grantee and Grantee's Property in an amount deemed reasonable by the City and which policy identifies the City as an additional insured with respect to Grantee's Property. Grantee shall provide the City with a certificate of insurance identifying the City as an additional insured on a policy of insurance that complies with this subsection prior to constructing the Balconies.

4. Term. This Easement shall be permanent unless revoked by the City as permitted herein.

5. City of Lapeer's Right to Revoke Easement. The City of Lapeer, in its sole and absolute discretion, may revoke this Easement in the following circumstances:

- a. In the event of a breach of or default on the Conditions detailed in Paragraph 3 of this Agreement.
- b. If the City, in its sole discretion, determines this Easement or the Balconies pose a danger or inconvenience to the public in any way.
- c. If the City decides, in its sole discretion, to expand W. Nepessing Street or make other improvements within the Right of Way.
- d. The City determines, in its sole discretion, that the Easement Area is required for any other purpose, including a public purpose.
- e. The City determines, in its sole discretion, that the Balconies interfere with the use, operation, repair, or maintenance of the Right of Way, including, future uses of the Right of Way.
- f. This Easement is determined to be unenforceable, in whole or in part.

Upon the City's termination of this Easement, all improvements installed by Grantee within the Easement Area and the Right of Way shall be considered unpermitted encroachments. If the City terminates the Easement, the City shall send written notice of termination to Grantee. The City may also record a termination notice with the Lapeer County Register of Deeds. Upon termination, Grantee shall remove all encroachments within the Easement Area and the Right of Way, including the Balconies, at Grantee's sole cost and expense within the time directed by the City. If such are not removed as directed, the City may remove the same with all costs and expenses incurred to do so constituting a lien to assessed against Grantee's Property collected in the same manner and the same time as real property taxes.

6. Reservation of Rights. The City retains all rights with respect to the Easement Area and the Right of Way which are not contrary to the terms of this Agreement, including, but not limited to: (a) the right to access and/or inspect the Easement Area and Right of Way and any improvements therein; (b) the right to utilize the Easement Area and Right of Way to locate utilities; (c) the right to use the Easement Area to maintain or repair the Right of Way; and (d) the right to use the Easement Area and the Right of Way for any purpose, including a public purpose. Nothing herein shall be construed as granting Grantee any rights to the Right of Way or the Easement area which are not expressly provided herein.

7. Indemnification. Regardless of fault, Grantee, shall indemnify, defend and hold the City, its officials, employees, agents, and insurers, harmless from all claims, causes of actions, damages, fines, injuries (including personal injury or death), complaints, lawsuits, judgments, third party claims, damages, and/or property damage, arising in any way out of or related in any way to the Easement Area, Grantee's Property, or the Balconies.

8. Easement Runs with the Land. This Easement and the obligations it imposes upon Grantee are binding not only upon Grantee but also upon Grantee's successors, heirs and assigns. The Easement and obligations herein shall be deemed to run with and bind Grantee's Property. This Easement may be recorded with the Lapeer County Register of Deeds.

Way or

IN WITNESS WHEREOF, the Grantor has executed this instrument as of the day and year first above written.

WITNESSES:

GRANTOR

By:

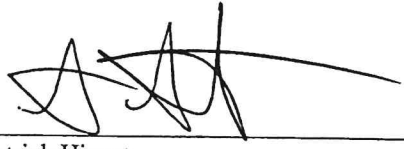
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On _____, 2024, before me, a Notary Public in and for said County,
appeared _____, the _____ of _____, a
_____, for and on behalf of said _____.

Notary Public, _____ County, Michigan
Acting in _____
My Commission Expires: _____

GRANTEE

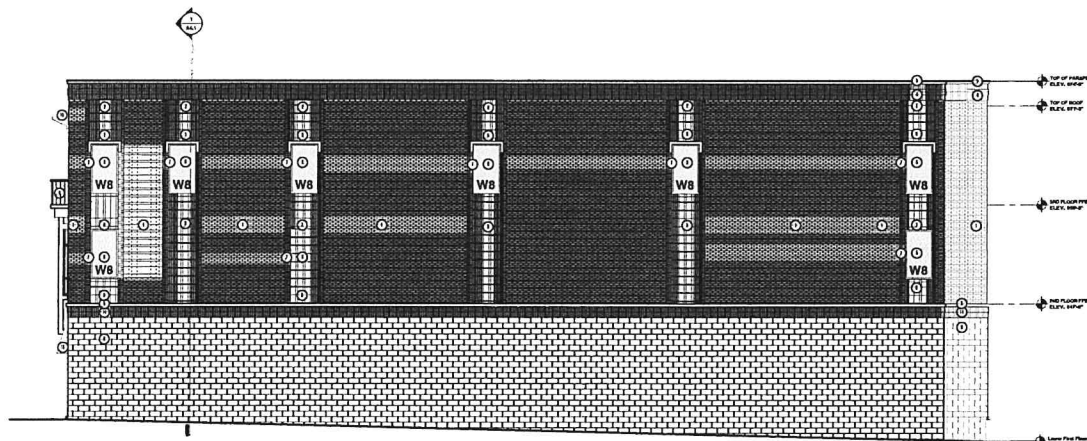

By: Patrick Hingst

STATE OF MICHIGAN)
) ss.
COUNTY OF Lapeer)

On September 12, 2024, before me, a Notary Public in and for said County,
appeared Patrick Hingst, the _____ of _____, a
_____, for and on behalf of said _____.

JULIA ANDERSON
Notary Public, LAPEER County, MI
Acting in Lapeer County MI
My Commission Expires MAR 12, 2029


Notary Public, Lapeer County, Michigan
Acting in Lapeer County
My Commission Expires: March 12, 2029



ELEVATION KEY: NOTES	
Symbol	Description
①	BRICK
②	BRICK SOLDIER COURSE
③	TERRAZZO GLAZED BRICK SOLDIER COURSE
④	PRECAST CONCRETE SILL
⑤	GLAZING
⑥	HARVEY DILL FCB (OR SIMILAR) SCISS & TRIM PTD. CR. DRONITE
⑦	METAL RAILING
⑧	CMU
⑨	CMU: SPLIT FACED
⑩	BRICK SOLDIER COURSE LEASTONE
⑪	FABRIC AWNINGS
⑫	CEDAR TRANSFORMER SCREEN

WINDOW LEGEND		
MARK	SIZE	TYPE
FIRST FLOOR		
W1	8'-0" X 2'-0"	FIXED
W1	7'-0" X 10'-0"	FIXED
W2	8'-0" X 6'-0"	FIXED
W11	12'-0" X 10'-0"	FIXED
W10	8'-0" X 6'-0"	FIXED
W8	7'-0" X 6'-0"	FIXED
SECOND FLOOR		
W3	8'-0" X 3'-0"	FIXED
W5	8'-0" X 12'-0"	FIXED
W4	8'-0" X 3'-0"	FIXED
W5	8'-0" X 6'-0"	FIXED
THIRD FLOOR		
W1	8'-0" X 3'-0"	FIXED
W7	7'-0" X 12'-0"	FIXED
W6	8'-0" X 12'-0"	FIXED

[illegible]

EXHIBIT A

EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: that Patrick Hingst, whose address is 480 W. Nepessing Lapeer, MI 48446, party of the first part, for and in consideration of the sum of One Dollar (\$1.00) paid to it by the **City of Lapeer a municipal corporation**, whose address is 576 Liberty Park, Lapeer, MI 48446 party of the second part, does hereby grant to the said party of the second part of the right to construct, operate, maintain, repair and/or replace a Sanitary Sewer across and through the following described land located in the City of Lapeer, County of Lapeer and State of Michigan, to wit:

SEE EXHIBIT A

And to enter upon sufficient land adjacent to said permanent Sanitary Sewer easement for the purpose of construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the party of the second part.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned parties hereunto affixed _____ signature(s) this _____ day of _____, A.D., 20 ____.

Signed in presence of:

Signed By:

Patrick Hingst

*

*

* NOTE: Please print name under signature

STATE OF Michigan)

COUNTY OF Lapeer)
SS

On this 12 day of September, A.D., 2024, before me, a Notary Public in and for said County, Patrick Hingst personally appeared, to me known to be the same person(s) described in and who executed the within instrument, who then acknowledged the same to be _____ free act and deed.

This instrument drafted by:
Designhaus Architecture
3300 Auburn Rd. Suite 300
Auburn Hills, MI 48326

Julia Anderson
* Julia Anderson, Notary Public

Lapeer County, MI
My Commission Expires: March 12, 2029

When recorded, return to:
Romona Sanchez
City Clerk
576 Liberty Park
Lapeer, MI 48446

JULIA ANDERSON
Notary Public, LAPEER County, MI
Acting in Lapeer County MI
My Commission Expires MAR 12, 2029

Tax Parcel # L20-10-900040-00

Regarding:

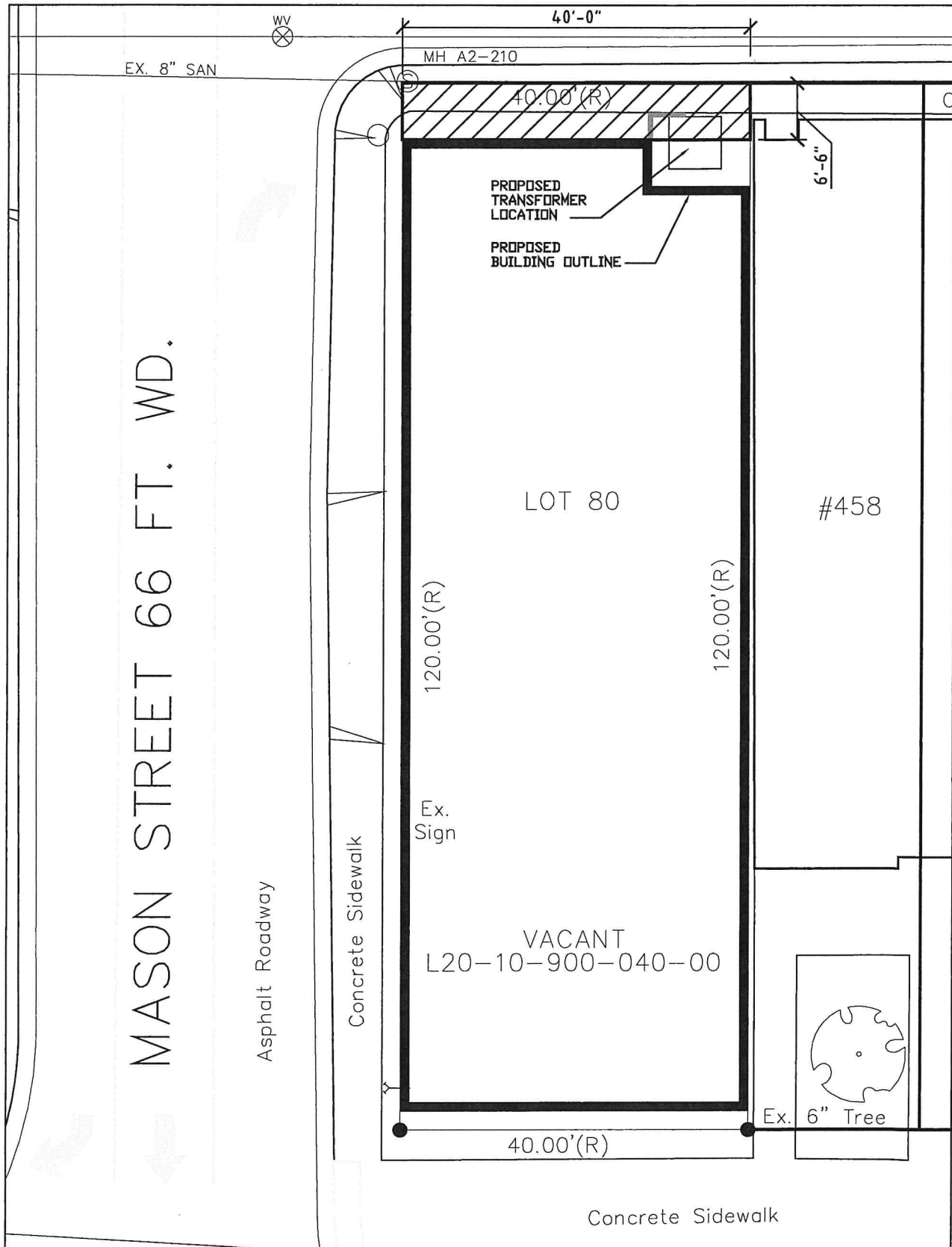
EXHIBIT A

PARCEL NUMBER: L20-10-900-040-00

THE SOUTHWESTERLY 40 FEET OF LOT 80 OF 'LAPEER VILLAGE PLAT', BEING A SUBDIVISION OF PART OF SECTION 5, TOWN 7 NORTH, RANGE 10 EAST, CITY OF LAPEER, LAPEER COUNTY, MICHIGAN, AS RECORDED IN LIBER 1 OF PLATS, PAGE 73 OF LAPEER COUNTY RECORDS.

SANITARY SEWER EASEMENT DESCRIBED AS BEING THE NORTHWESTERLY 6 FEET 6 INCHES (6'-6") OF THE PROPERTY DESCRIBED ABOVE.

SANITARY SEWER EASEMENT AS SHOWN BELOW:



EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: that Patrick Hingst , whose address is 480 W. Nepessing Lapeer, MI 48446, party of the first part, for and in consideration of the sum of One Dollar (\$1.00) paid to it by the **City of Lapeer a municipal corporation**, whose address is **576 Liberty Park, Lapeer, MI 48446** party of the second part, does hereby grant to the said party of the second part of the right to construct, operate, maintain, repair and/or replace a Sidewalk across and through the following described land located in the City of Lapeer , County of Lapeer and State of Michigan, to wit:

SEE EXHIBIT A

And to enter upon sufficient land adjacent to said permanent Sidewalk Ingress/Egress easement for the purpose of construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the party of the second part.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned parties hereunto affixed _____ signature(s) this _____ day of _____, A.D., 20 ____.

Signed in presence of:

Signed By:

Patrick Hingst

* NOTE: Please print name under signature

STATE OF Michigan

COUNTY OF Lapeer

On this 12 day of September, A.D., 20 24 before me, a Notary Public in and for said County, Patrick Hingst personally appeared , to me known to be the same person(s) described in and who executed the within instrument, who then acknowledged the same to be _____ free act and deed.

This instrument drafted by:

Designhaus Architecture
3300 Auburn Rd. Suite 300
Auburn Hills, MI 48326

Julia Anderson

* Julia Anderson , Notary Public

Lapeer

County, MI

My Commission Expires: March 12, 2029

When recorded, return to:

Romona Sanchez
City Clerk
576 Liberty Park
Lapeer, MI 48446

Tax Parcel # **L20-10-900040-00**

Regarding:

JULIA ANDERSON
Notary Public, LAPEER County, MI
Acting in Lapeer County MI
My Commission Expires **MAR 12, 2029**

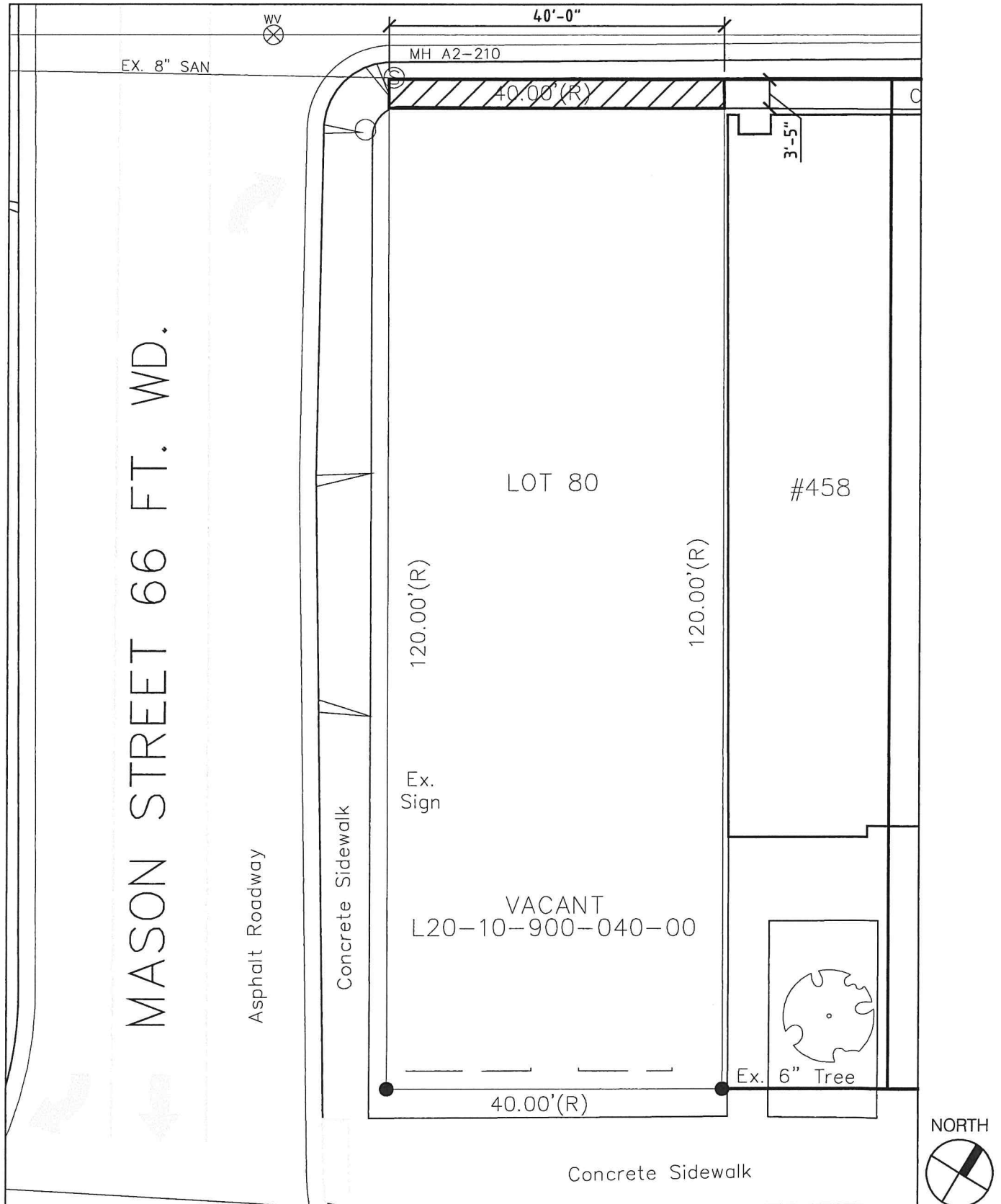
EXHIBIT A

PARCEL NUMBER: L20-10-900-040-00

THE SOUTHWESTERLY 40 FEET OF LOT 80 OF "LAPEER VILLAGE PLAT", BEING A SUBDIVISION OF PART OF SECTION 5, TOWN 7 NORTH, RANGE 10 EAST, CITY OF LAPEER, LAPEER COUNTY, MICHIGAN, AS RECORDED IN LIBER 1 OF PLATS, PAGE 73 OF LAPEER COUNTY RECORDS.

SIDEWALK EASEMENT DESCRIBED AS BEING THE NORTHWESTERLY 3 FEET 5 INCHES (3'-5") OF THE PROPERTY DESCRIBED ABOVE.

SIDEWALK EASEMENT AS SHOWN BELOW:





ITEM C-3

To: City Commission
From: Mike Womack-City Manager
Date: September 30, 2024
RE: Draft Fraud Policy

STAFF RECOMMENDATION

Approve and adopt the draft Fraud Policy as presented.

CURRENT OR NEW INFORMATION

The City is proud to maintain robust policies and procedures relating to the safety and security of the public's money. It is the intent of this policy to help foster a fair and honest workplace culture that reduces the opportunity for fraud, theft and corruption. While the City has always prohibited fraud, theft and corruption, this policy fleshes out definitions and procedures and provides information about how best to prevent it from happening and investigating any allegations.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

The City has various prohibitions against fraudulent activities, theft and corruption but this policy provides a greater and more specific prohibition against it, and it also provides a greater framework for preventing it and dealing with it after the fact if necessary.

AGENDA ITEM REVIEW

Meeting Date:	October 7, 2024	Date Reviewed:	October 1, 2024
Consent:	X	Reviewed By:	City Clerk's Office
Administrative:			
Public Hearing:			

CITY OF LAPEER, MICHIGAN
ANTI-FRAUD, ANTI-THEFT & ANTI-CORRUPTION POLICY

Purpose

It is the general intent and purpose of this policy to reduce the opportunity for fraud, theft, and corruption to the lowest possible risk. Systems and procedures for the prevention and detection of fraud and theft have been designed and implemented to ensure a culture and environment that promotes honesty and ethical behavior.

As an important part of this commitment, this policy will serve to advise and guide the employees, volunteers, various board members, and the Commission on the City's approach to these serious issues. All individuals connected with the City are expected to be fair and honest, and to provide the City any help, information, and support necessary to deal with fraud, theft, and corruption.

Definitions

Fraud is defined as deception by persons internal or external to the City, which is carried out to conceal the misappropriation of assets or otherwise for gain.

Theft is defined as the dishonest taking of property belonging to another with the intention of depriving the owner permanently of its possession.

Corruption is defined as the offering, giving, soliciting, or acceptance of an inducement or reward, which may inappropriately influence the action of any person.

Procedures

The City of Lapeer has written procedures and rules to ensure that financial, working, and organizational procedures are properly controlled. It is vital that suitable levels of checks and balances are included in these procedures. These procedures are an important part of our internal control process and these documents are reviewed regularly to address changes in the business and working environment. The most important are listed below, but are not to be considered all inclusive:

- Employee Handbook
 - a) Credit Card Use
 - b) Information Technology Resources
 - c) Guidelines of Appropriate Conduct
- Accounting Procedures
- Investment Policy
- Purchasing Policy

- State of Michigan Accounting Procedure Manual

It is expected that all employees and volunteers will read and understand the rules and procedures that apply to them and act in line with them. Breaking of some rules could result in formal action.

1. Expected Behavior

The City of Lapeer, its employees, volunteers, and Commission must at all times comply with all applicable laws and regulations. The staff is expected to lead by example in a professional and businesslike manner. Activities which achieve results based on unethical business practices or through violation of the law will not be condoned. No activity will be permitted that fails to stand the closest possible public scrutiny.

Employees and Commissioners will perform their duties conscientiously, honestly, and in accordance with the best interest of the City. Neither employees nor Commissioners may use their position or the knowledge gained as a result of their position for private or personal advantage or to obtain financial gain.

The City staff is an integral part in dealing with fraud, theft, and corruption and is encouraged to inform a department head, City Manager or Police department if they suspect a case of fraud, theft, or corruption.

All information received will be considered as fairly and confidentially as possible. The City Manager will deal with anyone who is responsible for fraud, theft, or corruption in a firm and quick manner. Any investigative process will not be misused and any abuse such as raising unfounded malicious allegations will be dealt with as a disciplinary matter.

2. Preventing fraud, theft, and corruption

The City's belief is that if we are to beat fraud, theft, and corruption we must prevent it from happening in the first place. It is essential to have clear rules and procedures in the workplace. Written rules and procedures will be reviewed and updated on a regular basis to address change in the business environment. Each department must ensure that suitable levels of internal checks are included in the working procedures, particularly financial procedures. It is important that duties are organized so that no one person can carry out a complete transaction without some form of verification process built into that system. As part of the city's procedures the city will routinely document business risks and assess and document the internal financial controls, as detailed in the accounting procedures.

The City is committed to working and cooperating with other organizations to prevent organized fraud, theft, and corruption. Wherever possible, we will be prepared to help and exchange information with other organizations to deal with these issues.

3. Detecting and investigating fraud, theft, and corruption.

The City is committed to the highest possible standards of openness, fairness, and accountability in all its affairs. The goal is to maintain a culture of honesty and an opposition to fraud, theft, and corruption.

The staff plays a vital role in dealing with fraud, theft, and corruption. The employees are often the first to detect a possible issue. The City encourages employees to raise a concern rather than overlooking a problem. The policy is to encourage and enable employees, volunteers, and the Commissioners to report any suspected fraud, theft, and corruption.

Should an outside party suspect fraud, theft, or corruption they should contact the City Manager. The allegations will be dealt with in the same manner as allegations raised by an employee.

4. Handling allegations

For issues raised, the action taken will depend upon the nature of the concern. The matters may:

- Be investigated internally and/or
- Be referred to the police.

Within ten (10) working days of a concern being received, the City Manager or designated representative will respond to the complainant:

- Acknowledge the concern has been received;
- Indicate how the matter will be dealt with;
- Give an estimate of how long it will take to provide a final response;
- Communicate if any initial inquiries have been made; and
- Communicate if any further investigations will take place, and if not, the reason.

The investigation will be planned giving due consideration to the following:

- Resources required to investigate the allegation;
- Legal status of the allegation (i.e., theft or breach of procedure);
- Internal disciplinary procedures;
- Level of evidence required;
- Protection of data and documents required;
- Minimizing the effect on staff and third parties;
- Recovery of any lost funds and minimizing the potential for further loss;
- Review of any improvement required to prevent re-occurrence.

Those individuals whom report the alleged fraud, theft or corruption need to be assured that the matter has been properly addressed. Thus, where appropriate and subject to legal constraints, they will receive information about the outcome of any investigation.

5. Training

The key to successful anti-fraud, anti-theft, and anti-corruption policy is training and awareness. It is expected that employees read, understand, and comply with the policies and procedures that apply to them. Disregard for these policies and procedures may lead to formal disciplinary action, up to and including termination of employment.

Training will be provided for employees who are involved in and/or manage internal control systems to assure that their responsibilities are regularly reviewed and reinforced.

How to be a **FRAUD FIGHTER** in your organization

To fight fraud in your organization, you first have to learn what fraud is, why it's important to stop it, red flags to look for and ways to prevent it.



What is fraud?

In the broadest sense, the term *fraud* encompasses actions that are meant to deceive for financial or personal gain. It's any intentional or deliberate act to deprive another of property or money by guile, deception or other unfair means. Occupational fraud is fraud committed by people who work for, or do business with, an organization. This specific form of fraud represents a real and large risk to any organization that employs individuals.

Why should we care about fraud?

Fraud causes billions of dollars in damage to companies, governments and individuals each year. Additionally, fraud can dramatically affect the quality of life of its victims — and the employees of its victims — resulting in job losses, the loss of savings and investments, weakened trust in public institutions and a significant strain on resources.

In the Association of Certified Fraud Examiner's (ACFE) [*Report to the Nations*](#), anti-fraud professionals estimate that the typical organization loses 5% of its revenue annually to fraud. Think about your organization. The loss of those funds in your company could mean fewer raises, potential layoffs, greater pressure to increase revenue or cut costs, or decreases in employee benefits. Occupational fraud also affects your company's reputation. Would you feel comfortable opening an account with a bank that had a reputation of being defrauded by its employees? Do you think investors want to put their money into companies that cannot properly protect their assets?



What constitutes occupational fraud?

The ACFE classifies occupational fraud into three main categories:

1

ASSET MISAPPROPRIATION

Schemes in which an employee steals or misuses an organization's assets. Common examples include skimming payments received from customers, intercepting outgoing vendor payments and overstating reimbursable expenses.

2

CORRUPTION

Schemes involving a fraudster wrongfully using their influence in a business transaction to obtain a personal benefit or a benefit for another person (e.g., their spouse, children, or friends). Examples of corruption schemes include failing to disclose conflicts of interest, accepting illegal gratuities and paying bribes for favorable business decisions.

3

FINANCIAL STATEMENT FRAUD

Schemes involving the intentional misreporting of an organization's financial information with the intent to mislead others (e.g., investors, debtors or government authorities). Examples include creating fictitious revenues and concealing liabilities or expenses.

What are some of the most common occupational fraud schemes committed by employees?

Some of the more common frauds committed by employees include the theft of company assets, such as cash or inventory, and the misuse of company assets, such as using a company car for a personal trip. Here are more details about the schemes.



Stealing cash

Unsurprisingly, most people prefer to steal cash because the theft of physical cash is easier to conceal than many other types of theft. Skimming is the process by which an employee removes cash from the business before it enters the accounting system. This includes not recording a sale, or recording a sale for a lower amount than its actual cost, and pocketing the unrecorded amount.

Payment tampering schemes

Payment tampering is a type of fraudulent disbursement scheme whereby an employee either prepares a fraudulent payment for their own benefit or intercepts a legitimate payment intended for a third party and converts it to their own benefit. In these schemes, fraudsters manipulate either traditional check payments or some form of electronic payments — such as automated clearing house (ACH) payments, online bill payments or wire transfers. Some fraudsters abuse their legitimate access to their employer's payment system. Others gain access through social engineering or password theft, or by exploiting weaknesses in their employer's internal control or payment system. Regardless of how they access the system, the perpetrators use this access to fraudulently disburse or divert payments to themselves or their accomplices.

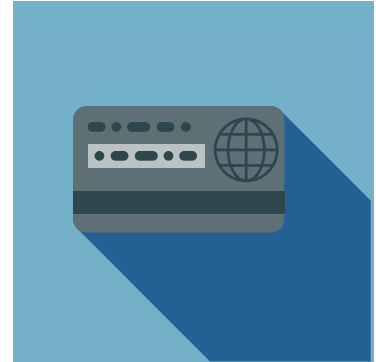


Billing schemes

Billing schemes cause the victim organization to buy goods or services that are nonexistent, overpriced or unnecessary. In a typical scheme, the perpetrator creates false support for a fraudulent purchase. The fraudulent support documents, which can include invoices, purchase orders, purchase requisitions, receiving reports and others, cause the victim organization to issue a payment for the purchase. However, the fraudster directs the payment to their own address or bank account, thereby reaping an illegal gain.

Expense reimbursement schemes

Travel and expense budgets are common targets for occupational fraud. Employees might falsify information about their business expenses, enabling them to receive inflated expense reimbursements. Fraudsters can perpetrate this scheme by overstating real expenses or creating fictitious expenses in areas such as client entertainment and business travel.



Payroll schemes

Payroll schemes occur when an employee fraudulently generates overcompensation on their behalf. These schemes are similar to billing schemes in that the perpetrator generally produces a false document or otherwise makes a false claim for a distribution of funds by their employer.

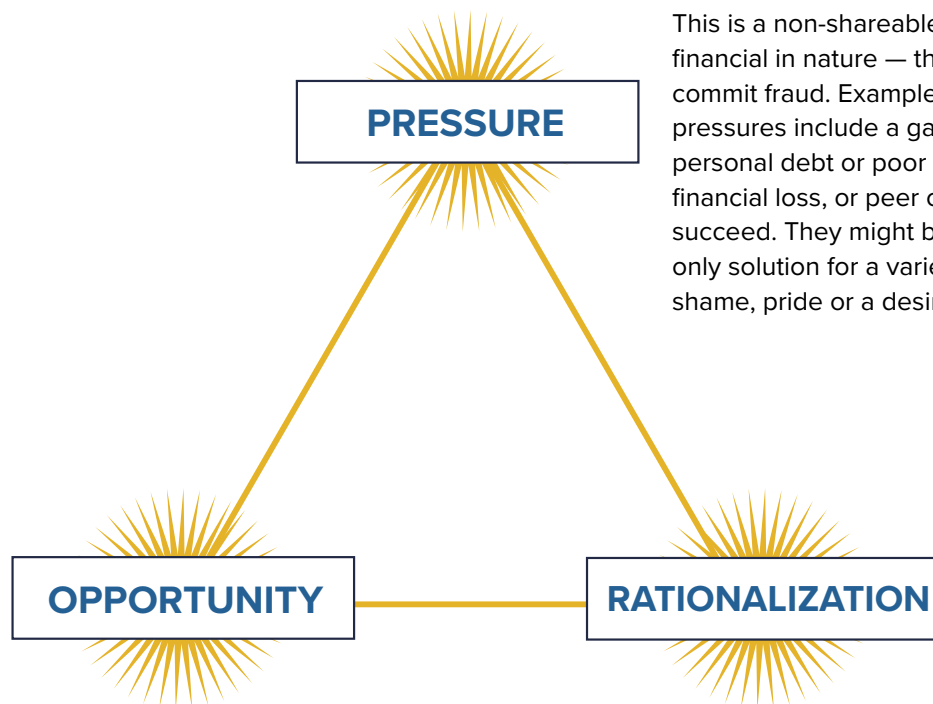
Inventory fraud schemes

Most inventory and warehousing frauds involve misappropriating or stealing inventory for personal use or resale. For example, an employee might order excess inventory and then resell that inventory at a discount to another business. Likewise, the personal use of company assets, such as consuming office supplies for non-work-related purposes, can develop into a fraud or an abuse situation if management does not address it.



Why do people commit fraud?

Dr. Donald Cressey was one of the first individuals to study how white-collar criminals differ from violent offenders. Part of Dr. Cressey's work on occupational fraud included the development of the Fraud Triangle. According to this theory, three elements must be present for occupational fraud to occur:



This is a non-shareable problem — typically financial in nature — that drives a person to commit fraud. Examples of these types of pressures include a gambling or drug habit, personal debt or poor credit, a significant financial loss, or peer or family pressure to succeed. They might believe fraud is the only solution for a variety of reasons, such as shame, pride or a desire to prove oneself.

This refers to the perceived ability to commit fraud. An employee must perceive that they have the opportunity to execute their scheme successfully. This opportunity could present itself as a lack in anti-fraud controls, like having no separation of duties, that they have discovered.

Offenders use rationalization to justify or excuse their criminal behavior and to maintain a positive image of themselves. People are often unwilling to view their behavior as bad or morally questionable. To keep a positive self-image, offenders rationalize their fraudulent actions in a variety of ways. They might tell themselves that they're only "borrowing" the money and will repay it at the first chance they get, or they could believe they're underpaid for their work and therefore deserve extra compensation.

What are behavioral red flags of fraud?

Fraud can be committed by anyone, making it important for all employees to be aware and observant of behavioral red flags that might indicate a potential fraudster. However, it is important to note that sometimes these indicators also apply to honest people, so their presence alone does not mean that someone is committing fraud. Based on ACFE research, here are the six most common behavioral red flags of fraud:

1



Living beyond means

Big spending is often an indicator of fraudulent behavior, especially if an employee's salary does not line up with their lifestyle.

2



Financial difficulties

Financial problems are often cited as a motivation by those who commit occupational fraud. Examples include high student loan debt, car loans, mortgages, taxes or high credit card debt.

3



A close personal relationship with vendors or customers

This might indicate a conflict of interest or collusion between an employee and a vendor or customer.

4



Control issues or an unwillingness to share duties

Fraudsters might fear that they will be caught if they share their job duties with another employee. They may not use their allotted time off, or they might come up with excuses to gatekeep information from their colleagues.

5



Irritability, suspiciousness or defensiveness

Fraudsters may act unusually paranoid or harsh with colleagues in order to project suspicion onto others or to discourage questions.

6



“Wheeler-dealer” attitude

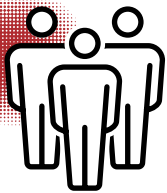
A fraudster may display an attitude involving shrewd or unscrupulous behavior.

What can be done to prevent fraud?

Every employee, regardless of position, can help prevent fraud.

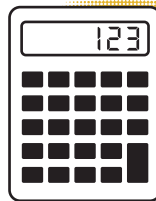
Organizations should consider putting anti-fraud controls in place that are proven to reduce the cost of fraud. According to the *Report to the Nations*, the six anti-fraud controls that showed the greatest association with lower fraud losses were:

1



An established,
company-wide code
of conduct

2



An internal audit
department

3



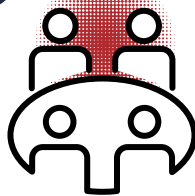
Management
certification of
financial statements

4



External audit of
internal controls over
financial reporting

5



Management
review

6



Hotlines

What can I do to protect my organization?

In addition to organization-wide controls, individual employees are essential in preventing and detecting fraud. Here's how you, and your colleagues, can make a difference.



Conduct fraud training and raise awareness

Organizations that provided fraud training for employees saw a 38% reduction in the median loss per fraud instance. If your organization doesn't have dedicated anti-fraud professionals to lead trainings, you can take the initiative and share the free resources found on [FraudWeek.com](https://www.fraudweek.com) or [ask a CFE](#) to give a presentation at your organization. Even just starting conversations about fraud and raising awareness of the issue may dissuade potential fraudsters from acting.



Be aware of red flags and trust your instincts

Now that you have learned some of the red flags, you can remain vigilant. While the majority of employees are honest, if you observe something that does not seem right, you should evaluate the situation. Then, if you still have doubts or suspicions, it might be necessary to take action.



Report irregularities

Most companies have a reporting mechanism, such as a hotline, that allows employees to report wrongdoing anonymously. If your company does not have a hotline, or if you prefer not to use it, you could write an anonymous letter to the appropriate official in your company or to the internal audit or anti-fraud team if your organization has one. If the allegation involves the company's top management, it can be reported to the board of directors, the board's audit committee or the company's independent auditors.

Preventing fraud is not just the responsibility
of management, the board of directors,
the inspector general or the audit team.

**Everyone has a role to play in the prevention
of fraud. Help your organization protect its
finances — and its reputation — from harm.**

Be alert to potential fraud and educate your
colleagues on how they can be fraud fighters too.



FraudWeek.com



ITEM C-4

To: City Commission
From: Mike Womack-City Manager
Date: September 30, 2024
RE: Rules of Procedure-Public Participation

STAFF RECOMMENDATION

Approve and adopt the proposed changes as presented.

CURRENT OR NEW INFORMATION

I have heard some pretty disturbing reports of public comment and public participation gone way awry at City Commission meetings, both in Michigan and in other states. Unfortunately, we appear to be in a new era of politics where vitriol can and sometimes does boil over at public meetings, I asked the City Attorney to weigh in on the City's current language for Citizen Participation at City Commission meetings and to propose new language that will best help protect the City in the case of inappropriate disruptive behavior from the public.

The proposed changes are to #2, #3, #5 and #7 of the "Citizen Participation" section of the City Commission's rules and procedures.

#2 is being proposed to clarify that a person can speak on behalf of a "defined group" and not just a "neighborhood group" but that we don't allow the "yielding of time" from one person to another, which is not addressed under current policy

#3 is being proposed to clarify that people may speak on any matter under the City's jurisdiction, not simply "new information" or agenda items from previous meetings. It also gives guidance that the City can limit public comment to matters that the City actually controls or has power, control or influence over.

#5 is being proposed to clarify and add on to the language used in #3

#7 is being proposed to clarify what language (and other actions) will be construed as being disruptive to the meeting or "profane" which is an important legal definition.

The rest of the policy would remain the same, excepting the changes to parts 2, 3, 5 and 7.

The City respects and encourages the public to attend and participate in the local government process, but that participation must be done in a way that does not prevent the operations of the government.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

While City Commission meetings are generally considered a open public venue and we are obligated under the Open Meetings Act to provide an opportunity for the public to speak at the meeting, the right to speak and participate in the meetings is a limited one, not unlimited.

AGENDA ITEM REVIEW

Meeting Date:	October 7, 2024	Date Reviewed:	October 1, 2024
Consent:	X	Reviewed By:	City Clerk's Office
Administrative:			
Public Hearing:			



CITY OF LAPEER RULES AND PROCEDURES OF THE CITY COMMISSION

Revised 10/07/2024

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**CITY OF LAPEER
RULES AND PROCEDURES
OF THE CITY COMMISSION**

A. MEETINGS

1. Place of Meetings:

All meetings of the City Commission shall be held in the Commission Chambers of the Lapeer City Hall unless otherwise provided in the public notice of such meeting.

2. Regular Meetings:

Regular meetings of the City Commission will be held on the first and third Monday of each month beginning at 6:30 p.m., local prevailing time, at City Hall. Regular meetings may be rescheduled to other times by a vote of the Commission.

(REF: Charter: Chapter 6, Section 6.1;-)

3. Special Meetings:

A special meeting may be called by the Mayor, Clerk, or by three Commissioners. Meeting Notice (Posting) Requirements (Section A., Item 7b.) will apply.

(REF: Charter: Chapter 6, Section 6.1;-)

4. Business At Special Meetings:

No business shall be transacted at any special meeting of the Commission unless the same has been stated in the notice of such meeting. Any business which may come before a regular meeting may be transacted at a special meeting if all the members of the Commission in office at that time are present.

(REF: Charter: Chapter 6, Section 6.3;-)

5. Workshop and/or Study Session Meetings:

A workshop or study session of the City Commission will be held as necessary and as scheduled by the Commission. No business shall be transacted, only generalized discussion relating to the topic for which the meeting was called. The City Manager and/or City Clerk will prepare an agenda for these meetings. Meeting Notice (Posting) Requirements (Section A., Item 7b) will apply.

6. Public Hearings:

The City Commission, by a majority vote, will set public hearings to be heard in front of the City Commission at least one meeting prior to such public hearing or as outlined by Charter, Ordinance, or statute. No public hearings will be held in front of the City Commission without City Commission approval.

7. Meeting Notice (Posting) Requirements:

All meetings will be posted in accordance with the Open Meetings Act, PA 267 of 1976, as amended.

- a. For regular meetings of the Commission, the Clerk shall post at the City Hall, within ten (10) days after the first meeting of the Commission in each calendar year, a public notice stating the dates, times, and places of its regular meetings for the year. If a change in the regular meeting schedule occurs, a public notice will be made within three (3) days after the meeting at which the change is made.

(REF: PA 267 of 1976: Open Meetings Act, Section 5;-)

- b. For a rescheduled regular, special, or a workshop and/or study session meeting of the Commission, a public notice stating the date, time and place of the meeting shall be posted at least eighteen (18) hours before the meeting.

(REF: PA 267 of 1976: Open Meetings Act, Section 5;-)

- c. A regular, special, or a workshop and/or study session meeting of the Commission, which is recessed for more than thirty-six (36) hours, can only be reconvened if a notice is posted eighteen (18) hours in advance.

(REF: PA 267 of 1976: Open Meetings Act, Section 5;-)

8. Emergency Meeting:

The Commission may meet in an emergency session without complying with the Meeting Notice (Posting) Requirements (Section A., Item 7.), in the event that it is necessary to hold a meeting to deal with a severe and imminent threat to the health, safety, or welfare of the public when two-thirds of the members of the Commission decide that delay would be detrimental to the City's efforts in responding to the threat.

(REF: PA 267 of 1976: Open Meetings Act, Section 5;-)

9. Mailing of Meeting Agendas:

Upon written request of an individual, organization, firm, or corporation, and upon payment of an annual fee of not more than the reasonable estimated cost for printing and posting of such notices, the Clerk shall send to the requesting party, by first class mail, a copy of regular meeting agendas.

(REF: PA 267 of 1976: Open Meetings Act, Section 6;-)

10. Minutes of Regular, Special, Workshop and/or Study Session Meetings:

- a. A journal of the proceedings of each meeting will be kept in the English language by the Clerk and shall be signed by the presiding officer and City Clerk upon approval by the Commission.

(REF: Charter: Chapter 4, Section 4.11; Chapter 6, Section 6.7(a);-)

- b. Proceedings of the Commission, or a brief synopsis thereof, will be published in a newspaper of general circulation within the City within seven (7) days following the date of approval.
(REF: Charter: Chapter 6, Section 6.7(c);-)
- c. Proposed minutes of meetings will be available for public inspection not more than eight (8) business days after such meeting.
(REF: PA 267 of 1976: Open Meetings Act, Section 9;-)
- d. Approved minutes will be available for public inspection not later than five (5) business days after the meeting at which the minutes were approved.
(REF: PA 267 of 1976: Open Meetings Act, Section 9;-)
- e. Minutes shall include action items of the Commission with respect to motions and show the “yes”, “no”, and “abstention” of each member.
- f. The Clerk shall not be responsible for a written record or summary of discussion or comments of the Commission. Upon direction of the presiding officer, the Clerk may provide a summary of individual comments.
- g. Minutes of public time will include individual’s name, address (if applicable), and a brief synopsis of the individual’s comments and concerns.

B. MEETING PROCEDURE

1. Meetings to be Public:

All meetings of the City Commission shall be open to the public and citizens shall have a reasonable opportunity to be heard under such rules and regulations as the Commission may prescribe.

(REF: Charter: Chapter 6, Section 6.4; PA 267 of 1976: Open Meetings Act, Section 3;-)

2. Order of Business:

An agenda for each Regular Commission meeting shall be prepared by the City Manager, City Clerk, or designee, in accordance with the following order of business:

- Call To Order
- Roll Call
- Pledge of Allegiance
- Approval of Agenda
 - A. Minutes
 - B. Public Comments
 - C. Consent Agenda

- D. Bill Listing
 - E. Proclamations, Recognitions, and Resolutions
 - F. Public Hearings
 - G. Administrative Reports
 - H. City Manager's Report
 - I. City Attorney's Report
 - J. Unfinished Business
 - K. Departmental Communications
 - L. Public Comments
 - M. Mayor/Commissioner Comments
 - N. Reminder of Meetings
 - O. Reminder of Public Hearings
- ADJOURNMENT

(Amended 06-01-2020)
(Amended 04-19-2021)

3. Quorum:

Three (3) members of the Commission in office at the time shall be a quorum for the transaction of business. In absence of a quorum, a lesser number may adjourn any meeting to a later time or date for not longer than one week. Any meeting which is recessed for more than thirty-six (36) hours will comply with Meeting Notice (Posting) Requirements (Section A., Item 7c.)

(REF: Charter: Chapter 6, Section 6.5; PA 267 of 1976: Open Meetings Act, Section 5;-)

4. Presiding Officer:

The Mayor shall be the presiding officer of the Commission. The presiding officer shall be responsible for enforcing the Rules and Procedures of the City Commission, contained herein, as well as the Code of Conduct. In the absence of or disability of the Mayor, the Mayor Pro-Tem shall be the presiding officer of the Commission. In the absence or disability of both, the Commission may designate another of its members to serve as Acting Mayor during such absence or disability. The Commission member serving as Mayor Pro-Tem or Acting Mayor does not lose their vote.

(REF: Charter: Chapter 4, Section 4.4, Section 4.5(b);-)

C. CLOSED MEETINGS

1. Purpose:

The City Commission may only meet in closed session for the purposes defined in the Michigan Open Meetings Act, PA 267 of 1976, as amended, summarized as follows:

- a. To consider the dismissal, suspension or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing.

- b. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.
- c. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- d. To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the Commission.
- e. To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. All interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act.
- f. To consider material exempt from discussion or disclosure by state or federal statute.

Closed session may also be referred to as an Executive Session.

2. Calling Closed Sessions:

A two-thirds roll call vote of the Commission members elected and serving shall be required, except under Sections (a) and (b) above. The roll call vote shall be taken at an open meeting and the purpose for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken.

(REF: PA 267 of 1976: Open Meetings Act, Section 7;-)

3. Minutes of Closed Meetings:

A separate set of minutes shall be taken by the Clerk or the designated Secretary of the City at the closed session. These minutes shall be retained by the Clerk of the City, are not available to the public, and shall only be disclosed if required by a civil action filed under section 10, 11, or 13 of the Open Meetings Act. These minutes may be destroyed 1 year and 1 day after approval of the minutes of the regular meeting at which the closed session was approved.

(REF: PA 267 of 1976: Open Meetings Act, Section 7;-)

4. Confidentiality of Closed Meeting Information:

A City Commission member shall not divulge to any unauthorized person confidential information discussed in a closed session in advance of the time prescribed for its authorized release to the public by the City Commission. Commission members shall honor the confidentiality of the

debate, discussion, and preliminary action taken in closed session, and be aware of the potential financial liability and/or harm to the reputation of the City by premature disclosure. A violation of confidentiality shall be construed as misconduct in office.

D. VOTING AND DISCUSSION

1. Roll Call:

In a roll call vote, the names of the Commission shall be called and entered upon the record. The names of the Commission may be called alphabetically or in random order.

2. Tie Vote:

The Mayor shall have a voice in all proceedings of the Commission but shall have no vote except in case of a tie. In case of a tie, the Mayor shall cast the deciding vote.

(REF: Charter: Chapter 4, Section 4.5;-)

3. Results of Voting:

In all cases where a vote is taken, the presiding officer shall declare the result.

4. Duty to Vote:

Whenever a question is put before the presiding officer, every member shall vote, provided however, that no member shall be required to if:

a) That member shall have a conflict of interest and shall state his/her conflict of interest; or

(REF: Charter: Chapter 6, Section 6.7b;-)

b) That member shall state that he/she has inadequate information upon which to base a reasonably informed vote and shall state the particulars of the information desired before a reasonable informed vote can be cast. Absence from a prior meeting shall not constitute the basis of the lack of information.

If a member is precluded from voting pursuant to a conflict of interest, that member shall refrain from participating in the discussion on the issue.

EXCEPTION:

A Commission member should not vote on the question of approving minutes to be corrected or amended of a meeting at which a member was absent for the reason that such member is unable to determine the accuracy of such minutes.

5. Rules of Parliamentary Procedure:

The rules of parliamentary practice as contained in Robert's Rules of Order, most recent edition, shall govern the Commission in all cases to which they are applicable, provided they are not in conflict with these Rules or with the Ordinances and Charter of the City of Lapeer.

6. Conduct of Discussion:

During Commission discussion and debate, the conduct of discussion will be, but not limited to, the following:

- Discussion and debate on agenda items will be limited to thirty (30) minutes each and five (5) minutes each for non-agenda items.
- Matter requiring a more in-depth, longer presentation and discussion will be scheduled for a workshop and/or study session.
- The maker of the motion shall speak first.
- The supporter of the motion shall speak second.
- No member shall speak until recognized for such purpose by the presiding officer. After such recognition, the member shall confine discussion to the question at hand.
- Personal comments about other individuals should be avoided.
- When addressing other members of the Commission, they should be addressed by title and/or last name but not by first name.
- No member should request to speak a second time on a motion as long as another is requesting recognition to speak for a first time.

7. General Consensus:

General consent or consensus may be used to give direction, and the minutes should indicate that a majority consented.

E. CITIZEN PARTICIPATION

1. General:

Each Commission meeting agenda shall provide for reserve time for audience participation, as requested, known as Public Comments.
(REF: Charter: Chapter 6, Section 6.4; PA 267 of 1976: Open Meetings Act, Section 3(5);-)

2. Length of Presentation:

Members of the public at the meeting shall not speak unless recognized by the presiding officer. Members of the public shall be limited to speaking for a maximum of three (3) minutes during any public hearing or public comment. A person representing a defined group and speaking on behalf of same shall be allowed up to ten (10) minutes to address the Commission with permission of the presiding officer. Other speakers not representing a defined group may not yield their time to other speakers.

(Amended 10-07-2024)

3. Persons Addressing the Commission:

Prior to addressing the Commission, members of the public shall come before the public podium, state their name, address and, if appropriate, group affiliation. Members of the public shall have a reasonable opportunity to be heard on any matter under the City's jurisdiction.

(Amended 10-07-2024)

4. Requests to Speak during Public Hearings:

- a. For the purpose of public participation during public hearings, every speaker, after being recognized by the presiding officer, is to approach the public podium and give his/her name prior to speaking on the public hearing issue. Each speaker will be allowed three (3) minutes maximum to address the Commission. A speaker representing a subdivision association or group will be allowed ten (10) minutes to address the Commission.
- b. City officials and employees should not speak in explanation or rebuttal, but save comments until the public portion of the hearing is over, unless authorized by the presiding officer.
- c. City officials and employees shall speak after the public participation is over in explanation or rebuttal of matters discussed at the hearing when recognized by the presiding officer. The public should not be heard from at this time.

5. Requests to Speak during Public Comments:

Any person who wishes to speak on a matter under the City's jurisdiction, may speak at this time.

(Amended 10-07-2024)

6. Requests by Citizen(s) to be placed on Agenda:

Any person(s) who wishes to be placed on the agenda to address the City Commission shall submit written request with all necessary supporting data as outlined under section F. AGENDA, Item 3. Such request shall be allowed fifteen (15) minutes to address the Commission.

7. Disorderly Conduct at Meetings:

Person(s) addressing the Commission shall make responsible comments and shall refrain from making attacks against the conduct or character of a person that is unrelated to the manner in which he or she performs his or her duties or qualifications for the job; slanderous remarks; threats of violence, or profane remarks, defined as explicit or offensive references to sex or bodily functions, that cause a disruption to the meeting. The presiding officer may call to order any person who is being disorderly by speaking when not recognized by the presiding officer or otherwise

disrupting the proceeding by failing to be germane or by speaking longer than the allotted time. Such persons shall thereupon be seated until the presiding officer shall have determined whether the person is in order. If a person so engaged in presentation shall be out of order, he or she will not be permitted to speak at the same meeting, except upon special leave by the Commission. If the person shall continue to be disorderly and disrupt the meeting, the presiding officer may order the Police Chief or Police Department to remove the person from the meeting.

(REF: Charter: Chapter 4, Section 4.5 and Chapter 6, Section 6.6; PA 267 of 1976: Open Meetings Act, Section 3(6); -
(Amended 10-07-2024)

F. AGENDA

1. Preparation:

The City Manager, City Clerk, and/or designee shall prepare an agenda for each regular, special, workshop and/or study session meeting of the Commission. The deadline for submitting items for a regular Commission agenda is 12:00 noon on the Wednesday preceding the Commission meeting. Agenda items from the Commission should be in writing by the same time. Requested items will appear on a meeting agenda within three meetings after a request is made.

2. Distribution:

Agendas, ordinances, and all related background material will be delivered to Commission members at their residence at least 36 hours before the scheduled regular meeting, or at least eighteen (18) hours before a scheduled special, workshop and/or special meeting.

3. Agenda Material:

Department Heads and all others shall submit written requests for inclusion on the agenda to the City Manager, City Clerk, and/or designee with all necessary supporting data. Written presentations shall be submitted by 12:00 noon on the Wednesday preceding the Commission meeting for circulation with agendas. Agenda requests could be delayed if related information is not received in a timely manner.

G. CONSENT AGENDA:

1. Purpose:

A consent agenda will be used to allow the Commission to act on numerous administration or non-controversial items at one time.

2. Consent Agenda Items:

A consent agenda will be developed by the City Manager, City Clerk, and/or designee. Any member of the Commission may request that an item be removed from the consent agenda and placed on the regular agenda for discussion.

H. RECORDING OF COMMISSION MEETINGS:

1. Meetings may be recorded:

- a) The City may record any meeting of the City Commission through the use of a tape recorder, video, or other electronic device. Such recordings will be under the control and supervision of the City Clerk.
- b) A member of the public may record any meeting of the City Commission through the use of a tape recorder, video, or other electronic device.

2. Retention of Records:

If a meeting or meetings are recorded pursuant to paragraph 1 a) above, those recordings may be retained by the City Clerk according to the Retention Schedule of the City of Lapeer or may be retained by the City Clerk for a period of one (1) year from the date of the meeting recorded.

(Amended 04-01-2019)

I. COMMISSION VACANCY

- 1. Any vacancy in the office of Commission or Mayor may be filled within thirty days by a majority vote of the remaining members of the Commission for any balance of the unexpired original term. If any vacancy is not filled within thirty days, or if three or more vacancies exist simultaneously in the office of Commissioner, such vacancies shall be filled for the respective unexpired terms at a special election unless such vacancies occur and be unfilled less than ninety days prior to a regular election.
(REF: Charter: Chapter 5, Section 5.5;-)
- 2. To fill a vacancy within thirty days, the Commission will accept letters of interest from interested citizens. All letters of interest will be filed with the City Clerk. Letters of Interest will be accepted until an appointment to the vacancy has occurred. Vacancies to be filled by election will follow Charter requirements.
- 3. The City Clerk will certify to the Commission qualifications of the candidate(s):
 - a) That the candidate has been a resident of the City for at least one year prior.
 - b) That the candidate is a qualified and registered elector of the City for at least thirty days.
 - c) That the candidate is not a defaulter to the City.

- d) That the candidate is a taxpayer, or exempt from taxes by operation of the law, to the City for at least six months.
 - e) All other qualifications as required by Charter.
(REF: Charter: Chapter 5, Section 5.1 lists qualifications;-)
- 4. The City Clerk shall transmit all letters of interest and certification of the candidate(s) to the Commission. The Commission may set a date and time for a regular or special meeting to invite candidate(s) to address the Commission and submit to questions by the Commission.
 - 5. The Commission may hold a regular or special meeting at any time prior to the thirty-day deadline to nominate a candidate or candidates.
 - 6. Voting on candidates shall be by roll call vote with each Commission member naming the candidate of his/her choice. In the event that no candidate receives a majority vote on the first ballot, candidates receiving no votes will be eliminated. If two top candidates are tied, those with a fewer number of votes will be eliminated. Voting will continue until a majority vote for a candidate is achieved.
 - 7. The candidate appointed must take the Oath of Office and may take office immediately or at the next regularly scheduled Commission meeting.
 - 8. The candidate appointed will hold office until the Monday following the election at which such vacancy shall be filled for any balance of the unexpired term.
(REF: Charter: Chapter 5, Section 5.5;-)
 - 9. The provisions of this section shall not apply to the filling of vacancies resulting from recall.
(REF: Charter: Chapter 5, Section 5.5;-)

J. MISCELLANEOUS

- 1. Amendments to Rules:
The rules and procedures of the City Commission may be altered or amended by a two-thirds vote of the entire Commission.
- 2. Suspension of Rules:
The rules and procedures of the City Commission may be suspended for good cause for a specified portion of a meeting by a two-thirds vote of the entire Commission.
- 3. Controlling Authority:
These rules and procedures shall control unless preempted by City Charter, State laws or the courts.

K. COMMITTEE ASSIGNMENTS

1. Assignments:

The Mayor may assign Commission members to any committee as is deemed necessary, with approval of the Commission.

2. Responsibilities:

Commission members responsibilities as a committee member will be generally limited to policy and not the administration of a department or appointed organization.

L. APPROVAL AND AMENDMENTS: RULES AND PROCEDURES OF THE CITY COMMISSION

Approved:	Motion #	Moved By:	Seconded By:
04-19-10	#78 2010 04-19	Bostick-Tullius	Robinet
Amended:	Motion #	Moved By:	Seconded By:
04-01-19	#75 2019 04-01	Bostick-Tullius	Osentoski
Amended:	Motion #	Moved By:	Seconded By:
06-01-20	#105 2020 06-01	Pattison	Osentoski
Amended:	Motion #	Moved By:	Seconded By:
04-19-21	#085 2021 04-19	Cattane	Osentoski



ITEM C-5

To: City Commission
From: Mike Womack-City Manager
Date: October 1, 2024
RE: DTE Apollo Stormwater Maintenance Agreement

STAFF RECOMMENDATION

Approve of the DECLARATION REGARDING STORM & SURFACEWATER DETENTION & DISCHARGE RESTRICTION SYSTEM, Stormwater Maintenance Plan and related documents for the DTE Apollo Substation located on John Conley Drive, as presented.

CURRENT OR NEW INFORMATION

As part of the approval of the site plan for the Apollo Substation, the City Engineer is requiring the approval of a stormwater maintenance plan. The City Engineer has also reviewed the plan submitted by DTE and comments that *"From my perspective, this is an excellent maintenance plan that they have put forward."* This plan will help ensure that the site will be maintained in such a way as to prevent any flooding which would be problematic at an electrical substation.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

A stormwater maintenance agreement/plan is required as part of the Apollo Substation site plan, once approved, the agreement/plan will be submitted to the County Register of Deeds for recordation.

AGENDA ITEM REVIEW

Meeting Date:	October 7, 2024	Date Reviewed:	October 1, 2024
Consent:	X	Reviewed By:	City Clerk's Office
Administrative:			
Public Hearing:			

RE: [EXTERNAL]: DTE ZBA App for Apollo Substation

 Paul O'Meara <POMeara@rowepsc.com>
To ● 'Wiacek, Zach'; ● Alex Hritcu; ● Kim Hodge
Cc ● Carl A Sheko; ● Eskola, Gregory J.; ● Ihab K Imad; ● Neal J Sklarczyk; ● Ryan Absher; ● Terry Spryszak

 Standard Business

 Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

 Site Plan Review TWO.pdf
.pdf File

 storm water agreement template.docx
.docx File

Hello Zach,

I can assist with some of your questions.

1. There are some engineering items remaining to be addressed, as referenced in the attached letter. Note that I did receive the wetlands report for this property after this letter was written.
2. A storm water maintenance agreement will be required. I have attached a recently drafted template for your use.



Paul T. O'Meara, PE | Project Manager

ROWE Professional Services Company

ENR Top 500 Design Firm

O: (810) 664-9411 | C: (248) 318-1492
128 N. Saginaw Street | Lapeer, MI 48446
www.rowepsc.com



This electronic mail, including any attachments, may contain confidential information protected by law and is intended solely for use by the individual to whom it is addressed. If the sender of this message is not the intended recipient, you should not disseminate, distribute or take any action in reliance on the contents of this information. If you have received this email in error, please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or take any action. If you have received this email by mistake, please notify the system manager.

**DECLARATION REGARDING STORM & SURFACE WATER DETENTION &
DISCHARGE RESTRICTION SYSTEM**

This Declaration Regarding Storm & Surface Water Detention and Discharge Restriction System (this “Declaration”) is made on this ____ day of _____ 2024, by DTE Electric (hereinafter “Owner”) for the benefit and with the consent of the City of Lapeer, a Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446 (hereinafter “City”).

RECITALS

WHEREAS, Owner owns certain real property located in the City of Lapeer, Lapeer County, Michigan commonly known as 3135 John Conley Drive, Lapeer, MI. 48446, as more particularly described in Exhibit “A” (the “Property”).

WHEREAS, Owner intends to develop a 120-13.2kV Electrical Substation on the Property (the “Development”).

WHEREAS, the Development requires construction and maintenance of a Storm Water Detention and Discharge Restriction System (part of the surface water drainage system as indicated in the Stormwater Management Plan, which shall be referred to as the “Detention System”. The Detention System is depicted in plans for storm sewers and an open detention basin prepared by Black and Veatch dated 3/12/24 and approved by the City of Lapeer on April 12th, 2024 (the “Plans”) which are attached hereto as Exhibit B and shall include the regional storm water basin and all other facilities depicted in the Plans.

WHEREAS, Owner has received preliminary site approvals for the Development from the City, and now seeks to obtain approval of the construction plans from the City.

WHEREAS, in order to benefit the Property, Owner is desirous of providing assurance for the future continued maintenance, repair and replacement of the Detention System.

WHEREAS, Owner is executing this Declaration with the expectation the City rely on the same and grant final approvals for the Development, inclusive of the Detention System. The City shall be an intended beneficiary of this Declaration.

NOW, THEREFORE, in consideration of the foregoing, and for the benefit of the Property, Owner agrees as follows:

1. Recitals. The Recitals above are true and accurate. The undersigned has full authority to bind the Owner and Owner has full authority to enter into this Declaration and bind the Property.
2. Maintenance, Operation and Repair.
 - (a) Owner agrees that it will install, operate, maintain, use, repair, and replace all aspects of the Detention System and occupy the Property: (i) in such a manner that the Detention System functions as intended; (ii) in accordance with the Plans and in compliance with all applicable state and local law. The Detention System shall only be used for drainage and water detention as approved by the City. Owner shall maintain records detailing all activities with respect to the Detention System,

including, but not limited to, all installation, maintenance, repair, and replacement activities (the “Records”). Upon the request of the City, Owner shall provide the City with a copy of the Records.

- (b) Owner shall place and continually maintain all landscaping, planting or other items on the Property in such a manner so as not to interfere, impede, or obstruct the flow of water and/or the purpose or operation of the Detention System.

3. Default. The following shall be considered Events of Default of this Declaration:

- (a) Owner fails to maintain, install, repair, or replace the Detention System or Property: (i) in reasonable order and condition; (ii) in a condition that does not allow the Detention System to operate as intended; or (iii) in a manner consistent with any applicable rules, ordinances, codes, laws and/or regulations, or as required pursuant to this Declaration.
- (b) Owner is in breach of any covenant or obligation pursuant to this Declaration.
- (c) The Detention System is not constructed, maintained, or operated as detailed in the Plans.
- (d) The Detention System is not operating as intended or designed, for any reason.

Upon the occurrence of an Event of Default, the City may serve written notice (the “Notice”) upon the Owner via first class mail at the address as shown on the City tax rolls setting forth the specific Events of Default, as such are known to the City at the time. The Notice shall include a demand that all Events of Default be cured within a reasonable time, as determined by the City.

4. Owner’s Failure to Cure / Grantee of Easement. If all Events of Default are not cured within the time stated in the Notice, then the City, in order to preserve the taxable values of the subject property and to prevent the Detention System from becoming a public or private nuisance, may, but is not obligated to:

- (a) Enter upon the Property and/or Detention System for the purpose of curing all Events of Default that exist.
- (b) Condemn the Detention System.
- (c) Declare the Property and/or the Detention System a nuisance.
- (d) Seek all available legal or equitable remedies.

Owner grants the City a perpetual nonrevocable easement over and upon the Property and the Detention System for the purpose of providing the City access to the Property and Detention System, to allow the City to cure any Events of Default and to maintain, operate, repair, renovate, modify, alter, or install the Detention System or Property to be compliant with this Declaration.

If, upon an Event of Default, the City exercises any rights herein, such shall not constitute a taking of the Property or Detention System and all costs incurred by the City including reasonable administrative costs and attorney fees (collectively the “City’s Costs”), shall be the responsibility of the Owner and shall constitute a lien on the Property, which is to be placed on the tax rolls and

collected in the same manner as property taxes. The City may record a notice of such lien against the Property in the amount of the City's Costs with the Lapeer County Register of Deeds. The City reserves all rights and remedies to collect the City's Costs, including, but not limited to, pursuing legal action against the Owner. The City's Costs shall also include all collection costs incurred by the City, including, all costs of litigation, and actual attorney fees.

5. The City shall not and does not serve as a guarantor of the performance of the Owner, nor has the City made any representations or warranties regarding the design or capability of the Detention System.
6. This Declaration is inuring to, for the benefit of, and burden upon shall be binding upon the heirs, successors and assigns of the Owner and is deemed to be running with the land. The rights and obligations of Owner under this Declaration shall be transferred to and assumed by any subsequent owner of the Property. This Declaration shall be recorded with the Lapeer County Register of Deeds.
7. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect the validity of any provisions, which shall remain in full force and effect.
8. This Declaration may only be amended, revised, or modified pursuant to the express written consent of Owner and the City.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at the City of Lapeer, Lapeer County, Michigan, on the date above written.

Witnessed By:

OWNER:

By: _____

By: _____

STATE OF MICHIGAN

-SS-

COUNTY OF LAPEER

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,
by _____ and _____.

Notary Public

_____ County, Michigan

My Commission Expires: _____

CONSENTED TO BY:

Witnessed By:

CITY OF LAPEER

By: _____

By: _____

STATE OF MICHIGAN

-SS-

COUNTY OF LAPEER

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,
by _____ and _____.

Notary Public

_____ County, Michigan

My Commission Expires: _____

Drafted By:

DTE Energy – Detroit Electric Co.
One Energy Plaza
Detroit, MI. 48226-1279

When Recorded Return to:

EXHIBIT A

LEGAL DESCRIPTION

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY / ATA NATIONAL TITLE GROUP, LLC

FILE NO.: 44-19638280-SCM

COMMITMENT DATE: MARCH 28, 2019 8:00 am

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS: CITY OF LAPEER, COUNTY OF LAPEER, STATE OF MICHIGAN

LOT 24

PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 9 EAST, CITY OF LAPEER, LAPEER COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 12; THENCE NORTH 02 DEGREES 28 MINUTES 17 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION, 784.01 FEET; THENCE SOUTH 53 DEGREES 18 MINUTES 40 SECONDS WEST 735.19 FEET; THENCE NORTH 00 DEGREES 44 MINUTES 06 SECONDS WEST 329.69 FEET; THENCE SOUTH 83 DEGREES 50 MINUTES 43 SECONDS WEST 86.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 83 DEGREES 50 MINUTES 43 SECONDS WEST 138.76 FEET; THENCE NORTH 22 DEGREES 19 MINUTES 50 SECONDS WEST 591.40 FEET TO A POINT ON JOHN CONLEY DRIVE SOUTH; THENCE CONTINUING ALONG JOHN CONLEY DRIVE SOUTH THE FOLLOWING THREE (3) COURSE: 1) NORTH 67 DEGREES 39 MINUTES 13 SECONDS EAST 41.57 FEET, 2) 61.82 FEET ALONG AN 80.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 89 DEGREES 47 MINUTES 29 SECONDS EAST 60.29 FEET, 3) 127.91 FEET ALONG AN 80.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 66 DEGREES 07 MINUTES 23 SECONDS EAST 114.72 FEET; THENCE SOUTH 80 DEGREES 12 MINUTES 25 SECONDS EAST 455.88 FEET; THENCE SOUTH 29 DEGREES 17 MINUTES 13 SECONDS WEST 593.19 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

DTE Apollo Stormwater Maintenance Plan

This exhibit explains the basic function of each of the stormwater practices for the DTE Apollo Substation per Drawings 5M1479-1, 2, 3, and 4, and provides the minimum specific maintenance activities and frequencies for each practice. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum maintenance that is expected to be performed for these practices. Vehicle access to the stormwater practices is shown on the plans. Any failure of a stormwater practice that is caused by lack of maintenance will subject the Owner(s) to enforcement of the provisions listed in the Agreement by the County/Municipality.

System Description

Stormwater runoff generated from the site will filter through the loose stone surfacing of the substation and collected by a 6-inch perforated underdrain system. These underdrains connect to a network of storm sewers and structures that will route the runoff on site to a forebay and dry detention basin southeast of the substation pad.

A dry detention basin shown in the construction plans is designed to treat the water quality volume, provide extended detention for the channel protection volume and 100-year storm event while maintaining pre-development downstream peak flows. The main basin will remove a portion of the fine sediment accumulated during rain events. In addition to conveyance through the substation pad, grass swales along the west side of the site will filter and convey offsite drainage around the substation pad. The locations, dimensions, elevations, and details of the practices and structures are provided on substation construction drawings 5M1479-1 and 2.

The detention basin receives runoff from a 2.35-acre drainage area. During high rainfall or snow melt events, the water level will temporarily rise in the basin and slowly drain back down. The water levels in the forebay and main bay are controlled by outlet control structures, refer to substation construction drawings M-1 and M-2 for details and calculations. On the face of the structure (1) 1-inch orifice will be installed to control flow of the extended detention volume. In addition, (4) 4-inch orifices will be installed to control the 100-year volume and restrict the outflow rate from the basin at a rate less than the 100-year allowable outlet rate. Washed 2-inch stone is placed around the structure over the orifices to prevent clogging. During extreme runoff events, high flows may overflow through the top of the outlet control structure or flow over the riprap lined emergency spillway.

The outlet pipe and the emergency overflow spillway from the detention basin will discharge towards existing wetlands and will have riprap outlet protection to prevent erosion and protect the areas within and immediately adjacent to wetlands. Drainage from the site naturally flows and accumulates to the wetlands where it then will flow to the existing transmission corridor further east of the site. The transmission corridor is within a 100-year flood zone with a base flood elevation of 830.50'. No grading or underground utility work will take place within this flood zone.

Maintenance Requirements

1. All personnel providing inspection service shall be a registered Civil Engineer, Certified Professional in Storm Water Quality (CPSWQ), NICET Certified Engineering Technologist in Stormwater and Wastewater System Inspection, or an MDEQ Certified NPDES (construction site) Stormwater Operator.
2. A log will be kept of all inspections, maintenance activities, and repairs per the table below. The log will provide the date of the activity, the name of the person providing the service and a brief description of the maintenance activity.
3. The practices will be inspected quarterly (i.e., at least once between January and March, April and June, July and September, and October and December) for general conditions.

4. Any use of salt or sand for de-icing and traction in the winter on site access drives should be minimized.
5. No grading or filling shall be done that will interrupt flows.
6. A minimum 20-foot buffer of native plants will be maintained around the detention basin for aesthetics, stabilization, pollutant removal, and goose deterrent purposes. Any buffer strip and or grass filter may be maintained by string trimming to a minimum height of 6" before April 1 to remove dead plant materials, allow for erosion inspection, and prevent blockage of structures.
7. If floating algae or weed growth becomes a nuisance (decay, odors, etc.), it will be removed from the basin and/or forebays and placed in an appropriate upland site away from drainage areas.

Maintenance Task	Frequency	Indicator that Maintenance is needed	Maintenance Notes
Catch Basin & Inlet Inspection	Annually for sediment accumulation	Sediment accumulation on adjacent impervious surfaces or debris.	Stabilize any exposed soil and remove any accumulated sediment.
Detention Basin and Forebay	Annually for sediment accumulation	Excessive surface sediment, trash, and/or debris accumulated to a level of 3 feet below the outlet elevation or when 60% of the volume has been filled (typically every 5 to 10 years).	Remove any accumulated surface sediment, trash and/or debris. Maintain any vegetation within basin. All excavated sediment will be placed in appropriate upland site and stabilized to avoid erosion or hauled off site and disposed at an owner approved facility. No grading or filling of the basin or berms will be done except during sediment removal. Vegetation in and around the basin will be inspected semi-annually to assess growth, survival, and percent cover. Areas will be seeded as appropriate.
Pond Berms	Annually	Visual appearance of overgrown vegetation, trash/debris.	Manicure plantings along berm and mow grass. Any trash and or debris shall be removed.
Underdrains & Cleanouts	2-4 times/year	Runoff remaining on surface longer than 72 hours, or ponding areas on surface indicated.	Should this occur, Flush out drain tile lines and wash down stone surfacing above the drain tile.
Drainage Swales & 12" culvert (West of Substation)	Periodically (min. of quarterly) for signs of erosion. Semi-annually for vegetation assessment.	Overgrown vegetation, weeds, trash, leaves, or other debris accumulated, and eroding areas.	Remove litter, leaves, and debris to reduce the risk of clogging outlet, repair eroding areas with erosion control blankets. The vegetation in and around swales will be inspected semi-annually to assess growth, survival, and

Maintenance Task	Frequency	Indicator that Maintenance is needed	Maintenance Notes
			percent cover. Areas will be seeded as appropriate.
Rock Check Dams	Quarterly	Accumulation of debris, sediment, or Ice within riprap.	Clear vegetation and sediment off top or within riprap. Remove and dispose of accumulated sediment and replace rocks as needed to maintain structural integrity.
Outlet Control Structure (OCS-1 & 2)	Quarterly	Accumulation of floating debris or Ice on trash rack of outlet riser or stone in front of orifices.	Any blockage will be removed immediately and irregularities in water level corrected. The washed stone around riser structure will be replaced at least every two years.
Outfall 1, 2, 3	Quarterly	Accumulation of debris, sediment, or Ice within riprap.	Clear vegetation and sediment off top or within riprap. Remove and dispose of accumulated sediment and replace rocks as needed to maintain structural integrity.
Emergency (Riprap) Overflow Spillway	Quarterly	Accumulation of sediment, weeds, or floating debris.	Remove any accumulated sediment, weeds, or debris, wash down riprap, and replace rocks as needed to maintain structural integrity.
Miscellaneous Upkeep	During routine property maintenance	Trash, Leaves, weeds, or other debris accumulated on stone surfacing of the substation pad.	Immediately remove debris to prevent migration into the stormwater management system. Identify source of debris and remedy problem to avoid future deposition.



MEMORANDUM

TO: DTE Energy

CC: Rowe Engineering
Building Department
Department of Public Works & Wastewater Treatment Plant
Fire Department
City Assessor

FROM: Kim Hodge, Office Coordinator

DATE: April 26, 2024

SUBJECT: Final Site Plan – DTE Apollo – 3135 John Conley Dr S

Attached for your records is the final, signed site plan for the DTE Apollo Substation project to be constructed at 3135 John Conley Dr S in Lapeer. Please submit building plans for review to the City of Lapeer Building Department to obtain all additional permits necessary for your project.

Thank you.

TABLE OF CONTENTS:

5A1479-1	EXISTING CONDITIONS PLAN
5A1479-2	TREE REMOVAL CALCULATIONS, NOTES, & DETAILS
5A1479-3	SITE AND GRADING PLAN
5A1479-4	PLOT PLAN
5A1479-5	LANDSCAPE PLAN
5A1479-6	SERVICE DRIVE PLAN, NOTES, & DETAILS
5A1479-7	SOIL EROSION AND SEDIMENT CONTROL PLAN
5A1479-8	SOIL EROSION AND SEDIMENT CONTROL NOTES AND DETAILS
5A1479-9	CITY OF LAPEER STORM AND SANITARY SEWER DETAILS SHEET 1 OF 2
5A1479-10	CITY OF LAPEER STORM AND SANITARY SEWER DETAILS SHEET 2 OF 2
5A1479-11	CITY OF LAPEER STANDARD STREET, DRIVEWAY, AND SIDEWALK DETAILS SHEET 1 OF 2
5A1479-12	CITY OF LAPEER STANDARD STREET, DRIVEWAY, AND SIDEWALK DETAILS SHEET 2 OF 2
5A1479-13	SUBSTATION ELEVATION SECTION VIEWS
5M1479-1	STORMWATER MANAGEMENT PLAN
5M1479-2	STORMWATER MANAGEMENT NOTES AND DETAILS
5M1479-3	DRAIN LAYOUT

APPROVED by PLANNING DIRECTOR

DATE: 4/24/2024

APPROVED by CITY ENGINEER

DATE: 4-17-24

APPROVED by CITY ASSESSOR

DATE: 4-16-2024

APPROVED by DPW DIRECTOR

DATE: 4/23/24

APPROVED by FIRE MARSHALL

DATE: 4-16-24

APPROVED BY POLICE CHIEF

DATE: 4/22/24



This Revision Only For Permitting 4/09/2024

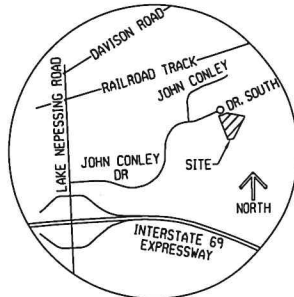


LEGAL DESCRIPTION AS PROVIDED

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY / ATA NATIONAL TITLE GROUP, LLC
FILE NO. 44-19638280-SCH
COMMITMENT DATE: MARCH 28, 2019 8:00 AM

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:
CITY OF LAPEER, COUNTY OF LAPEER, STATE OF MICHIGAN

LOT 24
PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 9 EAST, CITY OF LAPEER, LAPEER COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 12; THENCE NORTH 82 DEGREES 28 MINUTES 17 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION, 784.01 FEET; THENCE SOUTH 53 DEGREES 18 MINUTES 40 SECONDS WEST 735.19 FEET; THENCE NORTH 00 DEGREES 44 MINUTES 06 SECONDS WEST 329.69 FEET; THENCE SOUTH 83 DEGREES 50 MINUTES 43 SECONDS WEST 86.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 83 DEGREES 50 MINUTES 43 SECONDS WEST 138.76 FEET; THENCE NORTH 22 DEGREES 19 MINUTES 50 SECONDS WEST 591.40 FEET TO A POINT ON JOHN CONLEY DRIVE SOUTH; THENCE CONTINUING ALONG JOHN CONLEY DRIVE SOUTH THE FOLLOWING THREE (3) COURSE: 1) NORTH 67 DEGREES 39 MINUTES 13 SECONDS EAST 41.57 FEET, 2) 61.62 FEET ALONG AN 80.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 89 DEGREES 47 MINUTES 29 SECONDS EAST 60.29 FEET, 3) 127.91 FEET ALONG AN 80.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 66 DEGREES 07 MINUTES 23 SECONDS EAST 114.72 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 25 SECONDS EAST 455.88 FEET; THENCE SOUTH 29 DEGREES 17 MINUTES 13 SECONDS WEST 593.19 FEET TO THE POINT OF BEGINNING.



SITE LOCATION MAP
NOT TO SCALE

PROPERTY OWNER/APPLICANT/DEVELOPER:

DTE ENERGY - DTE ELECTRIC CO.
ONE ENERGY PLAZA
DETROIT, MI 48226-1279
(313)235-8177

ENGINEER:
BLACK & VEATCH LTD. OF MICHIGAN
3550 GREEN COURT
ANN ARBOR, MICHIGAN 48105
(734) 665-1000 FAX (734) 622-8816

ADDRESS:
3135 JOHN CONLEY DR SOUTH
CITY OF LAPEER, MICHIGAN
COUNTY, MI 48446

WETLAND NOTE:

CONTRACTOR TO COORDINATE IDENTIFIED WETLAND AREAS WITH DTE ENVIRONMENTAL MANAGEMENT AND RESOURCES GROUP TO ENSURE WETLANDS ARE NOT DISTURBED. SITE SHALL COMPLY WITH THE REQUIREMENTS LISTED PER THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL, GREAT LAKES, AND ENERGY (EGLE).

FLOODPLAIN NOTE:

BY GRAPHICAL PLOTTING, THE SITE IS WITHIN ZONE X AREA IS DETERMINED TO BE WITHIN THE 0.22 ANNUAL CHANCE FLOOD HAZARD PER FLOOD INSURANCE RATE MAP NUMBER 26807C000E EFFECTIVE SEPTEMBER 19, 2007. THE SOUTHERN PORTION OF THE PROPERTY IS LOCATED WITHIN ZONE AE WITH A BASE FLOOD ELEVATION OF 831.00

GENERAL NOTES:

1. DRAWING IS SET UP IN THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, INTERNATIONAL FOOT.
2. THE HORIZONTAL DATUM IS NAD 83 (2011).
3. THE ELEVATIONS ARE IN FEET AND DECIMALS THEREOF AND ARE REFERENCED TO THE NAVD 88 DATUM.
4. CONTOURS INDICATED ARE AT 1 FOOT INTERVALS.
5. BEARING STRUCTURE IS BASED ON ALTA/ACSM LAND TITLE SURVEY BY ROWE, PSC, DRAWING NO. 55E LPR-001, DATED 4/18/2019.
6. THE PROPERTY LINES INDICATED HEREON ARE FOR REFERENCE ONLY. NO BOUNDARY SURVEY WORK HAS BEEN PERFORMED AT THIS DATE.
7. REFERENCE DRAWINGS:
55E LPR-001, ALTA/ACSM LAND TITLE SURVEY DATED: 4/18/2019

LEGEND:

- PROPERTY LINE
- EXISTING CONTOUR
- EXISTING OVERHEAD ELECTRICAL LINE
- EXISTING TREE LINE
- EXISTING OVERHEAD ELECTRICAL LINE
- EXISTING SANITARY LINE
- EXISTING STORM LINE
- EXISTING CURB AND GUTTER
- EXISTING TREES
- SECTION CORNER
- EXISTING UTILITY/TRANSMISSION POLE
- EXISTING STORM STRUCTURE
- EXISTING SANITARY STRUCTURE
- EXISTING FIRE HYDRANT
- EXISTING WATER SERVICE STRUCTURE
- EXISTING WATER MANHOLE
- EXISTING LIGHT POLE
- WETLANDS
- TO BE DEMOLISHED
- EXISTING TREES
- REMOVE EXISTING TREES
- TREE PROTECTION BARRIER FENCE

REFERENCE DRAWINGS:

TREE REMOVAL CALCULATIONS, NOTES, & DETAILS 5A1479-2
SITE PLAN & GRADING PLAN 5A1479-3

REV	DESCRIPTION
1	NOTE TO FIELD
FOR ANY QUESTIONS ON THIS DESIGN, PLEASE CONTACT:	
PROJECT ENGINEER	
NEAL J. SCLARZKY	
(313)235-6784	



20-83-358-080-30

C	PROJ DESIGN	PROJ MANAGER	OTHERS	B	PROJ DESIGN	PROJ MANAGER	OTHERS	A	PROJ DESIGN	PROJ MANAGER	OTHERS
DATE				DATE				DATE			
MADE BY	DATE	ACT	WO	MADE BY	DATE	ACT	WO	MADE BY	DATE	ACT	WO
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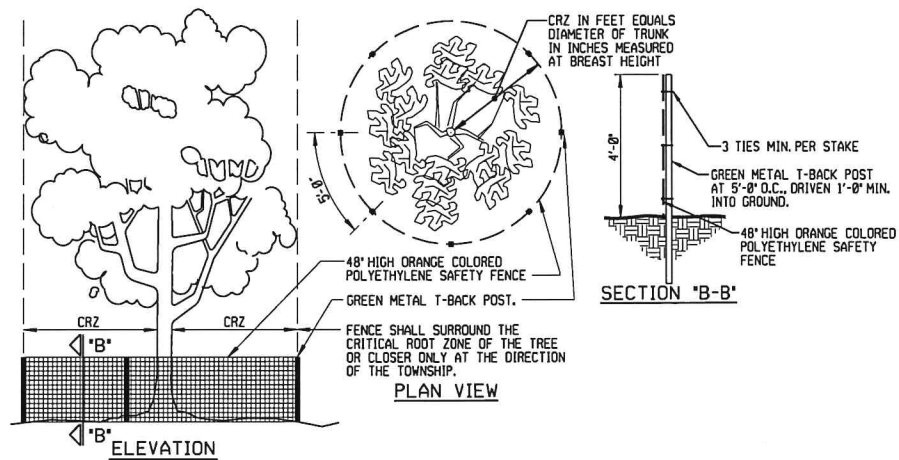
APPROVALS	DATE
OTHER	
RELAY	
EPPM	
ACT	
OTHERS	

DTE Energy		DTE Electric	Central Design/Standards
TITLE			
EXISTING CONDITIONS PLAN			
LOCATION NAME	SERVICE CENTER	SCALE	
APOLLO SUBSTATION	PONTIAC	1"=40'-0"	
DRAWING NUMBER	WORK ORDER	PROJECT DOCUMENT LIST	
5A1479-1	59695672	APOLLO-POL-A-59695672	

Apollo Substation Tree Survey

Tree Tag #	DBH	Common Name	Scientific Name	Notes
839	6	Box-elder	Acer negundo	
840	6	Box-elder	Acer negundo	
841	7	Box-elder	Acer negundo	
842	8	Box-elder	Acer negundo	
843	10	Box-elder	Acer negundo	
844	7	Box-elder	Acer negundo	
845	8	Box-elder	Acer negundo	
846	8	Box-elder	Acer negundo	
847	11	Box-elder	Acer negundo	
848	13	Box-elder	Acer negundo	
849	12	Box-elder	Acer negundo	
850	10, 10, 12	Box-elder	Acer negundo	multi-trunk
851	8	Box-elder	Acer negundo	
852	11	Box-elder	Acer negundo	
853	9, 7, 9	Box-elder	Acer negundo	multi-trunk
854	12	Box-elder	Acer negundo	
855	6	Crack willow	Salix euxina	
856	8	Crack willow	Salix euxina	
857	15	Crack willow	Salix euxina	
858	6	Crack willow	Salix euxina	
859	11	Crack willow	Salix euxina	
860	4	Crack willow	Salix euxina	
861	4	Crack willow	Salix euxina	
862	8	Crack willow	Salix euxina	
863	2	Crack willow	Salix euxina	
864	16	Crack willow	Salix euxina	
865	6	Crack willow	Salix euxina	
866	4	Eastern cottonwood	Populus deltoides	
867	5	Crack willow	Salix euxina	
868	6	Eastern cottonwood	Populus deltoides	
869	5	Eastern cottonwood	Populus deltoides	
870	4	Eastern cottonwood	Populus deltoides	
871	6	Eastern cottonwood	Populus deltoides	
872	5	Eastern cottonwood	Populus deltoides	
873	10	Eastern cottonwood	Populus deltoides	
874	4	Eastern cottonwood	Populus deltoides	
875	3	Eastern cottonwood	Populus deltoides	
876	3	Eastern cottonwood	Populus deltoides	
877	10, 12	Eastern cottonwood	Populus deltoides	multi-trunk
878	8	Eastern cottonwood	Populus deltoides	
879	4	Crack willow	Salix euxina	
880	4	Eastern cottonwood	Populus deltoides	
881	3	Eastern cottonwood	Populus deltoides	
882	3	Eastern cottonwood	Populus deltoides	
883	5, 7	Eastern cottonwood	Populus deltoides	multi-trunk
884	6	Eastern cottonwood	Populus deltoides	
885	9	Eastern cottonwood	Populus deltoides	
886	9	Eastern cottonwood	Populus deltoides	
887	9	Eastern cottonwood	Populus deltoides	
888	9	Eastern cottonwood	Populus deltoides	
889	6	Crack willow	Salix euxina	
890	4	Eastern cottonwood	Populus deltoides	
891	13	Eastern cottonwood	Populus deltoides	
892	5	Eastern cottonwood	Populus deltoides	
893	13	Eastern cottonwood	Populus deltoides	
894	7	Box-elder	Acer negundo	
895	12	Eastern cottonwood	Populus deltoides	
896	8	Box-elder	Acer negundo	
897	9	Box-elder	Acer negundo	
898	9	Box-elder	Acer negundo	
899	8	Red maple	Acer rubrum	
900	10, 10	Box-elder	Acer negundo	multi-trunk
901	18	Box-elder	Acer negundo	
902	15	Box-elder	Acer negundo	
903	8, 9, 9	Box-elder	Acer negundo	multi-trunk
904	12, 8	Box-elder	Acer negundo	multi-trunk
905	10, 10	Box-elder	Acer negundo	multi-trunk
906	8	Hawthorn	Crataegus sp.	
907	9	Box-elder	Acer negundo	
908	14	Eastern cottonwood	Populus deltoides	
909	11	Eastern cottonwood	Populus deltoides	

910	15, 9	Eastern cottonwood	Populus deltoides	multi-trunk
911	10	Eastern cottonwood	Populus deltoides	
912	14	Eastern cottonwood	Populus deltoides	
913	8	Box-elder	Acer negundo	
914	14	Eastern cottonwood	Populus deltoides	
915	12	Eastern cottonwood	Populus deltoides	
916	11	Eastern cottonwood	Populus deltoides	
917	15	Eastern cottonwood	Populus deltoides	
918	15, 15	Box-elder	Acer negundo	multi-trunk
919	17, 19	Eastern cottonwood	Populus deltoides	multi-trunk
920	18	Eastern cottonwood	Populus deltoides	
921	12	Eastern cottonwood	Populus deltoides	
922	16	Box-elder	Acer negundo	
923	9	Box-elder	Acer negundo	
924	16	Box-elder	Acer negundo	
925	11	Box-elder	Acer negundo	
926	8, 9, 9	Box-elder	Acer negundo	multi-trunk
927	18, 12	Crack willow	Salix euxina	multi-trunk
928	8, 10	Box-elder	Acer negundo	multi-trunk
929	8, 8	Box-elder	Acer negundo	multi-trunk
930	30, 25, 25	Crack willow	Salix euxina	multi-trunk
931	28, 22	Eastern cottonwood	Populus deltoides	multi-trunk
932	37	Eastern cottonwood	Populus deltoides	
933	8, 8, 8, 8	Hawthorn	Crataegus sp.	multi-trunk
934	20	Box-elder	Acer negundo	
935	14, 16, 16	Crack willow	Salix euxina	multi-trunk
936	10	Crack willow	Salix euxina	
937	14	Eastern cottonwood	Populus deltoides	
938	20	Eastern cottonwood	Populus deltoides	
939	9	Crack willow	Salix euxina	
940	12	Crack willow	Salix euxina	
941	8	Box-elder	Acer negundo	
942	13	Box-elder	Acer negundo	
943	8	Box-elder	Acer negundo	
944	9	Box-elder	Acer negundo	
945	8	Box-elder	Acer negundo	
946	8	Box-elder	Acer negundo	
947	12	Box-elder	Acer negundo	
948	9	Box-elder	Acer negundo	
949	13	Box-elder	Acer negundo	
950	10	Box-elder	Acer negundo	
951	10	American elm	Ulmus americana	
952	9	Box-elder	Acer negundo	
953	10	Box-elder	Acer negundo	
954	8	Box-elder	Acer negundo	
955	8	Box-elder	Acer negundo	
956	9	Box-elder	Acer negundo	
957	9	Box-elder	Acer negundo	
958	8	Box-elder	Acer negundo	
959	9	Box-elder	Acer negundo	
960	10	Box-elder	Acer negundo	
961	9, 10	Box-elder	Acer negundo	multi-trunk
962	10	Box-elder	Acer negundo	
963	8, 8	Box-elder	Acer negundo	multi-trunk
964	9	Box-elder	Acer negundo	
965	10	Box-elder	Acer negundo	
966	9	Box-elder	Acer negundo	
967	9	Box-elder	Acer negundo	
968	7, 8, 9	Box-elder	Acer negundo	multi-trunk
969	12	Box-elder	Acer negundo	
970	8	Box-elder	Acer negundo	
971	8	Box-elder	Acer negundo	
972	10	Box-elder	Acer negundo	
973	8	Box-elder	Acer negundo	
974	9	Box-elder	Acer negundo	
975	11	Box-elder	Acer negundo	
976	8	Box-elder	Acer negundo	
977	10	Box-elder	Acer negundo	
978	6, 8	Box-elder	Acer negundo	multi-trunk
979	10	Box-elder	Acer negundo	

TEMPORARY TREE PROTECTION BARRIER FENCE DETAIL
1
A1
NO SCALE

TREE REPLACEMENT CALCULATIONS:

EXISTING TREES REMOVED = 787 DBH
REPLACE (150%) = 787 * 1.5 = 1180.5 DBH
394 DBH / 3" CALIPER TREE = 132 TREES

TOTAL TREES TO BE REPLACED = 132

TOTAL TREES SALVAGED = 48

TREE REMOVAL NOTES:

- REMOVED TREES BETWEEN (8) AND EIGHTEEN (18) CALIPER INCHES SHALL BE REPLACED ON SITE AT A RATE OF FIFTY PERCENT (50%) OF THE TOTAL DIAMETER BREAST HEIGHT (DBH).
- TREES THAT ARE DEAD OR DISEASED WITH NO VISIBLE GROWTH, AS DETERMINED BY THE CITY ARBORIST, ARE EXEMPT FROM REPLACEMENT REQUIREMENTS.
- THE TREE SURVEY LIST PROVIDED ON THIS PLAN SHOWS A LIST OF TREES REMOVED FROM THE SITE TO REFLECT CURRENT SITE CONDITIONS.

REFERENCE DRAWINGS:

EXISTING CONDITIONS PLAN - 5A1479-1
SITE & GRADING PLAN - 5A1479-2
LANDSCAPE PLAN - 5A1479-3
SOIL EROSION AND SEDIMENT CONTROL PLAN - 5A1479-4
SOIL EROSION AND SEDIMENT CONTROL NOTES AND DETAILS - 5A1479-5

REV	NOTE TO FIELD
FOR ANY QUESTIONS ON THIS DESIGN, PLEASE CONTACT:	
PROJECT ENGINEER	
NEAL J. SZYMANSKI	
C31232-6784	



This Revision Only For Permitting 4/09/2024

FINAL GRADE: DURING PERIODS OF THE YEAR WHEN WEATHER CONDITIONS MAKE SITE GRADING WORK IMPRACTICAL, A TEMPORARY CERTIFICATE OF OCCUPANCY MAY BE ISSUED, SUBJECT TO THE FURNISHING OF SATISFACTORY BOND, LETTER OF CREDIT, OR CASH DEPOSIT IN AN AMOUNT DETERMINED BY THE CITY GUARANTEEING THE COMPLETION OF THE WORK WHEN WEATHER CONDITIONS PERMITS.

SOIL EROSION PERMIT IS REQUIRED BEFORE A GRADING PERMIT WILL
BE ISSUED - SOIL EROSION PERMITS ARE OBTAINED THROUGH LAPEER
COUNTY SOIL EROSION

IT SHALL BE UNLAWFUL FOR ANY PERSON TO INTERFERE WITH, MODIFY OR OBSTRUCT THE FLOW OF DRAINAGE WATER ACROSS ANY PROPERTY IN ANY MANNER DIFFERENT FROM THE APPROVED PLAN.

UNDERGROUND UTILITY LOCATIONS, AS SHOWN ON THE PLAN, WERE OBTAINED FROM TOPOGRAPHIC SURVEY DRAWING NUMBER SSE 1502-001 DATED 5/19/2022. THE ACCURACY AND COMPLETENESS OF THE UTILITY INFORMATION CAN NOT BE GUARANTEED.

A MINIMUM OF 3 WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY MISS AND HAVE ALL UNDERGROUND UTILITIES STAKED BEFORE ANY WORK MAY BEGIN.

EXISTING AND PROPOSED LAND USE:
ELECTRICAL GREENFIELD, NEW ELECTRICAL
SUBSTATION (120-13.2kV)

EXISTING AND PROPOSED ZONING CLASSIFICATION:
I-2 (PLANNED INDUSTRIAL)

ADJACENT ZONING CLASSIFICATIONS:
NORTH: I-2 (PLANNED INDUSTRIAL)
SOUTH: I-2 (PLANNED INDUSTRIAL)
EAST: R-2 (SINGLE FAMILY/PLANNED INDUSTRIAL)
WEST: I-2 (PLANNED INDUSTRIAL)

SITE AREA:
229,756 S.F. (5.27 ACRES)

SETBACKS:
FRONT: 50'
SIDES: 10'
REAR: 20'

DTE ENERGY - DTE ELECTRIC CO.
ONE ENERGY PLAZA
DETROIT, MI 48226-1279
(313)235-0177

ENGINEER:
BLACK & VEATCH LTD. OF MICHIGAN
3550 GREEN COURT
ANN ARBOR, MICHIGAN 48105
(734) 665-1000 FAX (734) 622-8816

3135 JOHN CONLEY DR SOUTH.
CITY OF LAPEER, LAPEER
COUNTY, MI. 48446



1. FIELD TO VERIFY CONDITIONS THAT AFFECT THE WORK, INFORM THE ARCHITECTS/ENGINEERS OF ANY DISCREPANCIES IN DIMENSIONS, SIZE, LOCATIONS AND CONDITIONS BEFORE PROCEEDING WITH THE WORK.
2. ALL EXISTING INFORMATION SHOWN IS OBTAINED FROM THE SURVEY DRAWING PREPARED BY DTE ENERGY'S SURVEYING SERVICE, DWG. 65E 1479-001, JOB. 201901007
DATED: 05-29-2019.
3. THIS FACILITY WILL NOT BE USED FOR OUTDOOR STORAGE.
4. CALL 'MISS DIG' (811) 3 WORKING DAYS PRIOR TO START OF CONSTRUCTION.
5. THERE WILL BE NO TRASH RECEPTACLES ON SITE, NO TRASH WILL BE LEFT ON SITE OVERNIGHT.
6. PROVIDE SEDIMENTATION CONTROL FABRIC FENCE WHERE AND AS REQUIRED, SEE DRAWING 5A1408-9 FOR DETAIL.
7. BACKFILL MATERIAL NEEDED IS TO MEET MOOT CLASS II SPECIFICATION, COMPACT BACKFILL IN 8" LIFTS TO 95% MAX. DENSITY AS DETERMINED BY MODIFIED PROCTOR TEST (ASTM D1557) ENGINEER TO APPROVE THIS FILL MATERIAL PRIOR TO ITS INSTALLATION.
8. DRAINING ESTABLISHED IN NAD83 (2011) MICHIGAN STATE PLANE SOUTH ZONE, INTERNATIONAL FOOT. THE ELEVATIONS ARE IN FEET AND DECIMALS THEREOF AND ARE REFERENCED TO THE NAVD 88 DATUM.
9. SEE 5A1502-1 FOR PARCEL DESCRIPTION.
10. REFER TO DRAWING 5A1502-5 FOR LANDSCAPING AND RESTORATION.
11. STATION LIGHTING; EXTERIOR LIGHTING CONSISTS OF LED WALL-PACK LIGHTS MOUNTED ON THE PDC WALLS NEAR EACH DOORWAY, LITHONIA D-SERIES DSXL LED LIGHT FIXTURES MOUNTED ON SQUARE STRAIGHT STEEL POLES FOR GENERAL SITE LIGHTING. LIGHTS ARE NORMALLY OFF EXCEPT DURING EMERGENCY SWITCHING OR MAINTENANCE OPERATIONS.
12. REFER TO THIS DRAWING FOR LIGHTING FIXTURE TABLE AND FIXTURE LOCATIONS.
13. NO DISTURBANCE SHALL BE ALLOWED WITHIN 100-YEAR FLOODPLAIN BOUNDARY.
14. GRADING FOR THE PROPOSED SUBSTATION EXTENDS CLOSE TO WETLAND BOUNDARIES. NO DISTURBANCE SHALL BE ALLOWED WITHIN THE WETLAND AREA.

	PROPERTY LINE		
	EXISTING CONTOUR		
	ABANDONED CONTOUR		
	EXISTING OVERHEAD ELECTRICAL LINE		
	EXISTING TREE LINE		
	EXISTING OVERHEAD ELECTRICAL LINE		
	EXISTING STORM LINE		
	EXISTING WATER LINE	836.49	SPOT ELEVATION
	PROPOSED FENCE	⊗	EXISTING CONDUIT
	PROPOSED CONTOUR	⊗	MANHOLE
	FLOOD ZONE BOUNDARY	⊗	EXISTING FIRE HYDRANT
	SECTION CORNER	WS	EXISTING WATER SHUT OFF
	EXISTING UTILITY/ TRANSMISSION POLE		
	EXISTING STORM MANHOLE		
	WETLANDS		
	CATCH BASIN	I-2	ZONING CLASSIFICATION
	RIPRAP		
	FIXED BOLLARD		
	REMOVABLE BOLLARD		

EXISTING CONDITIONS PLAN	5A1479-1
PILOT PLAN	5A1479-4
LANDSCAPE PLAN	5A1479-5
SERVICE DRIVE PLAN, NOTES & DETAILS	5A1479-6
SOIL EROSION AND SEDIMENT CONTROL PLAN	5A1479-7
SOIL EROSION AND SEDIMENT CONTROL NOTES AND DETAILS	5A1479-8
STORMWATER MANAGEMENT PLAN	5M1479-1
STORMWATER MANAGEMENT CALCULATIONS AND DETAILS	5M1479-2

DATE	SUBMITTED FOR
04/08/24	CITY OF LAPEER SITE PLAN APPROVAL AND ENGINEERING RESUBMITTAL 3
DATE	SUBMITTED FOR
03/12/24	CITY OF LAPEER SITE PLAN APPROVAL AND ENGINEERING RESUBMITTAL 2
DATE	SUBMITTED FOR
12/14/23	CITY OF LAPEER SITE PLAN APPROVAL AND ENGINEERING RESUBMITTAL 1
DATE	SUBMITTED FOR
10/18/23	CITY OF LAPEER SITE PLAN APPROVAL

E	TITLE
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E	LOCATION NAME			SERVICE CENTER	SCALE
E	APOLLO SUBSTATION			PONTIAC	1"=30'-0"
E	DRAWING NUMBER		WORK ORDER	PROJECT DOCUMENT LIST	
E	5A1479-3		59695672	APOLLO-PDL-A-59695672	

SITE LIGHTING FIXTURE TABLE			
FIXTURE	QTY	LABEL	DESCRIPTION
	1	ALE-2	LITHONIA DSX1 LED P2 40K T5W MVOLT
	5	ALE	LITHONIA DSX1 LED P2 40K T5W MVOLT PE PIR VG

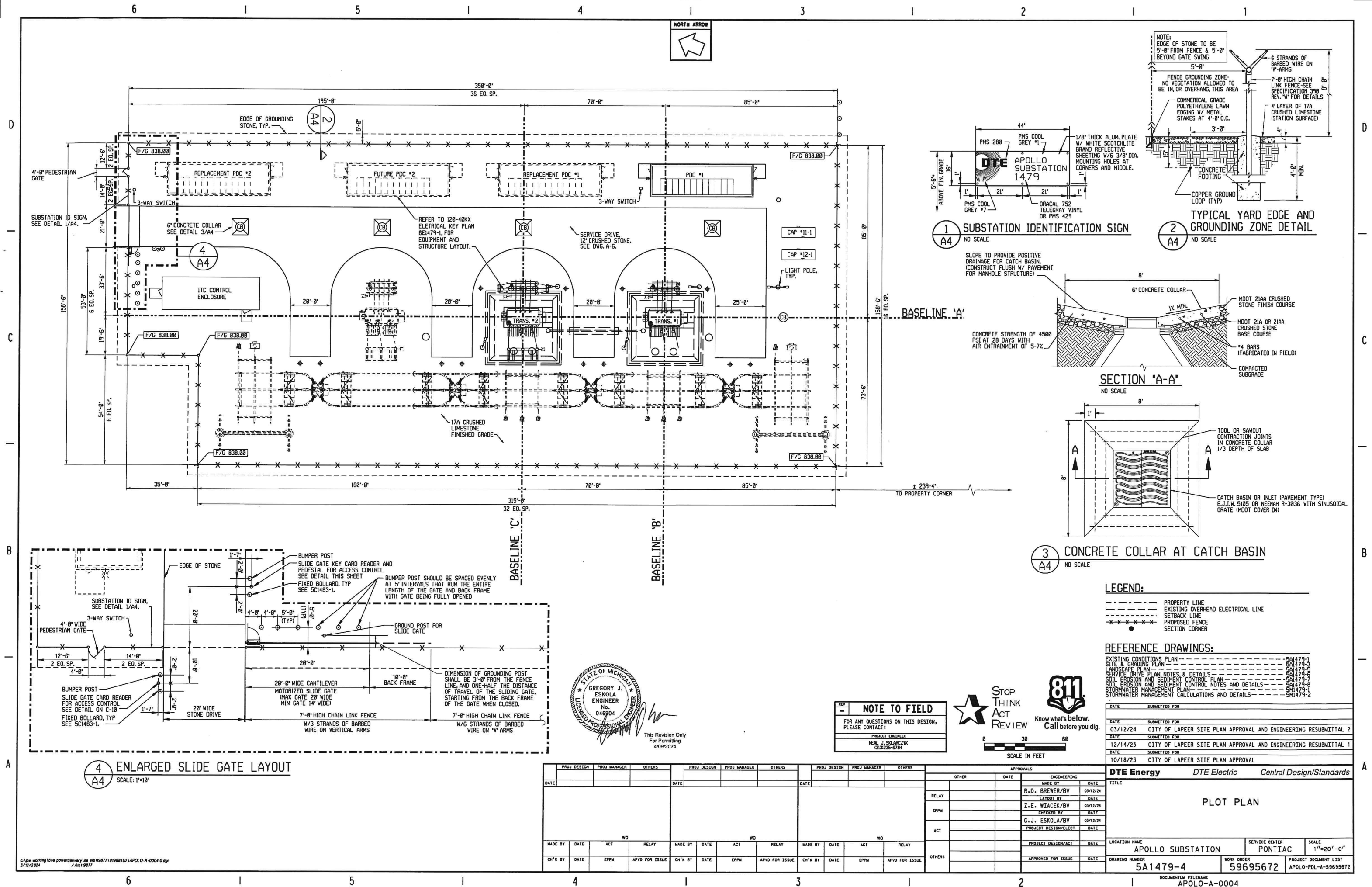


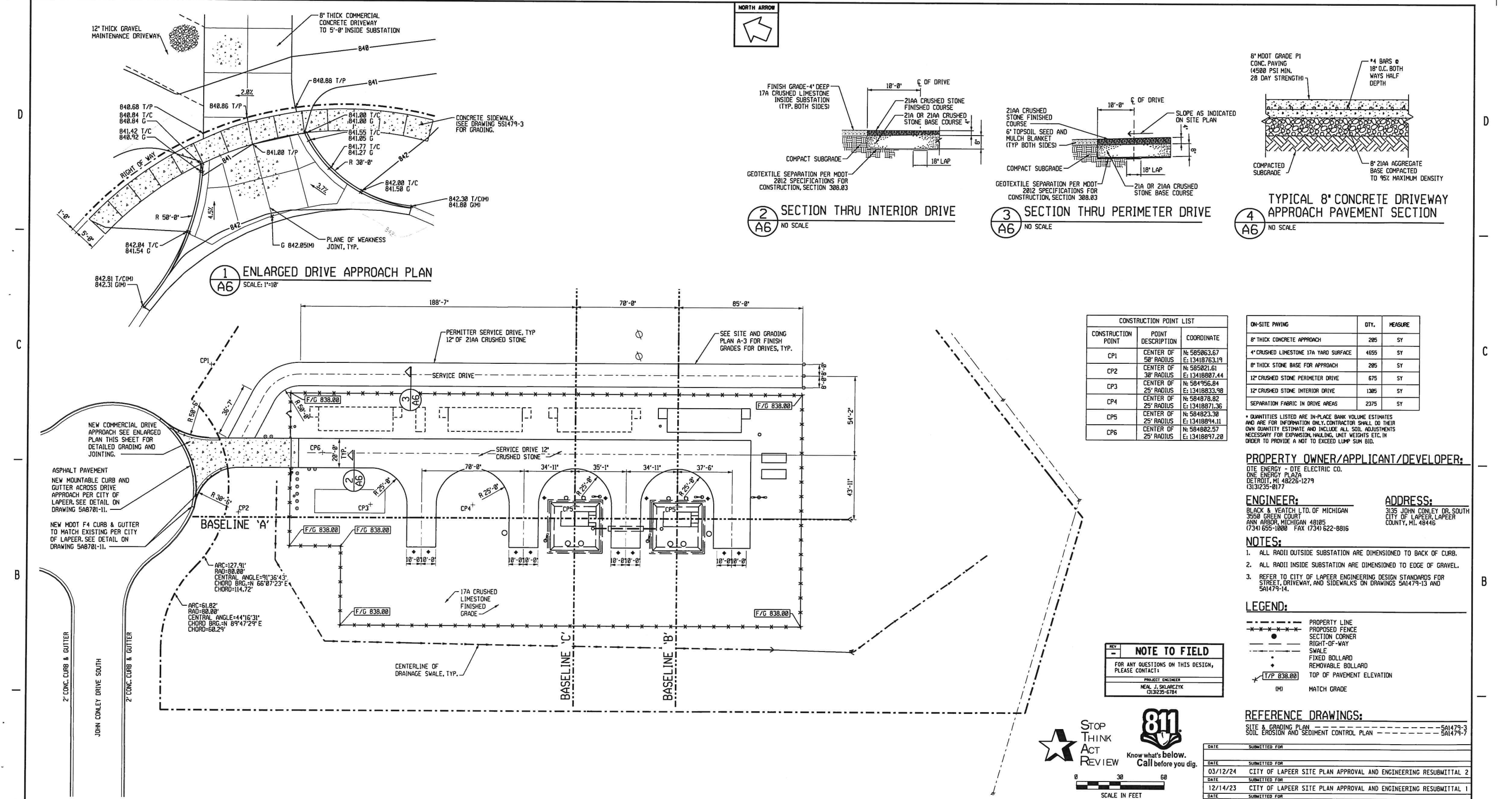
This Revision Only
For Permitting
4/09/2024

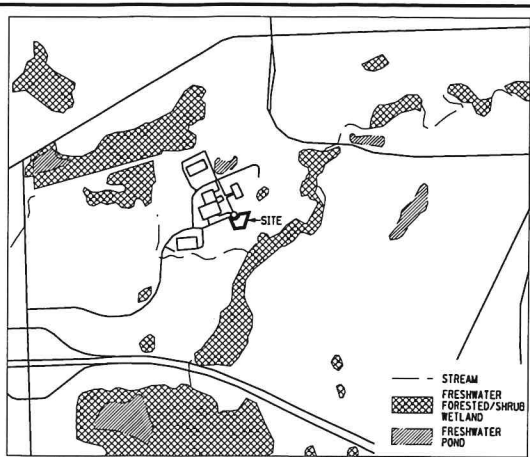
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APPROVALS		
OTHER	DATE	ENGINEERING
		MADE BY
RELAY		R.D. BREWER/BV
		LAYOUT BY
EPPW		Z.E. WIACEK/BV
		CHECKED BY
ACT		G.J. ESKOLA/BV
		PROJECT DESIGN/ELECT
		PROJECT DESIGN/ACT
OTHERS		
		APPROVED FOR ISSUE

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WETLAND/STREAM LOCATION MAP
NOT TO SCALE

LIMITS OF EARTH DISTURBANCE (3.86 ACRES)

STABILIZED CONSTRUCTION ENTRANCE SEE DETAIL ON DRAWING 5A1479-7

INSTALL LOW POINT INLET FILTERS ON ALL STORM STRUCTURES, SEE DETAIL 2/A-8

INSTALL EXCELSIOR HIGH VELOCITY MULCH BLANKETS FOR ALL YARD SWALES, SEE DETAIL ON A-8

INSTALL EXCELSIOR EROSION CONTROL MULCH BLANKETS IN PONDS AND ON FILL SLOPES, TYP. SEE DETAIL ON A-8

PERMANENT ROCK CHECK DAM SEE DETAIL ON DRAWING 5A1479-8

RIP-RAP INLET AND OUTLET PROTECTION TYP.

0.2% ANNUAL CHANCE FLOODPLAIN BOUNDARY (ELEV. 838.0)

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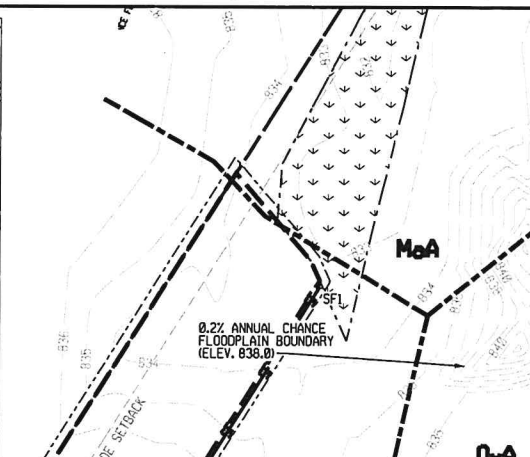
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WETLAND/STREAM LOCATION MAP
NOT TO SCALE

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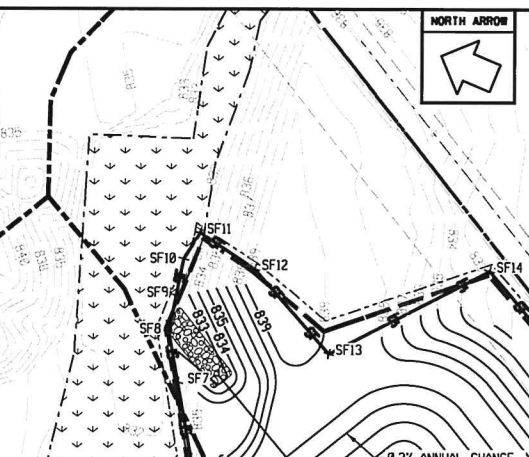
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WETLAND/STREAM LOCATION MAP
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LIMITS OF EARTH DISTURBANCE (3.86 ACRES)

STABILIZED CONSTRUCTION ENTRANCE SEE DETAIL ON DRAWING 5A1479-7

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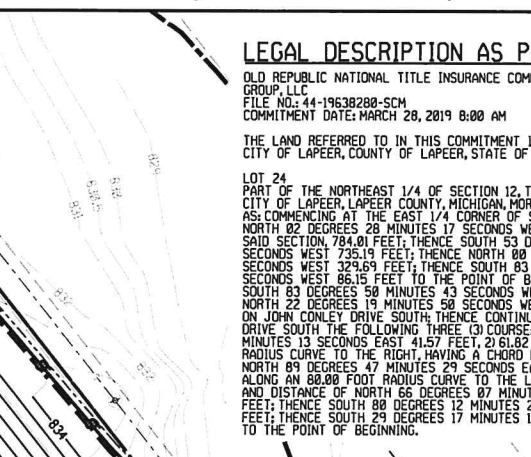
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WETLAND/STREAM LOCATION MAP
NOT TO SCALE

LIMITS OF EARTH DISTURBANCE (3.86 ACRES)

STABILIZED CONSTRUCTION ENTRANCE SEE DETAIL ON DRAWING 5A1479-7

INSTALL LOW POINT INLET FILTERS ON ALL STORM STRUCTURES, SEE DETAIL 2/A-8

INSTALL EXCELSIOR HIGH VELOCITY MULCH BLANKETS FOR ALL YARD SWALES, SEE DETAIL ON A-8

INSTALL EXCELSIOR EROSION CONTROL MULCH BLANKETS IN PONDS AND ON FILL SLOPES, TYP. SEE DETAIL ON A-8

PERMANENT ROCK CHECK DAM SEE DETAIL ON DRAWING 5A1479-8

RIP-RAP INLET AND OUTLET PROTECTION TYP.

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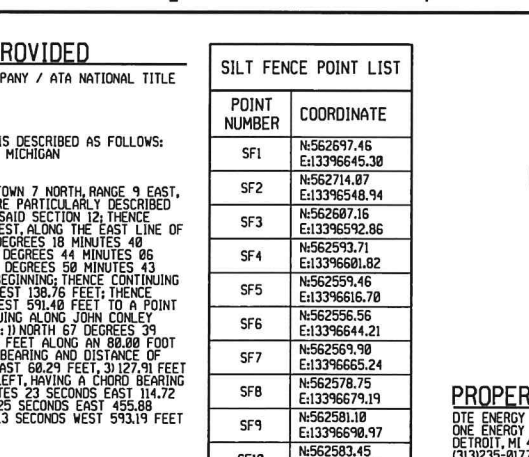
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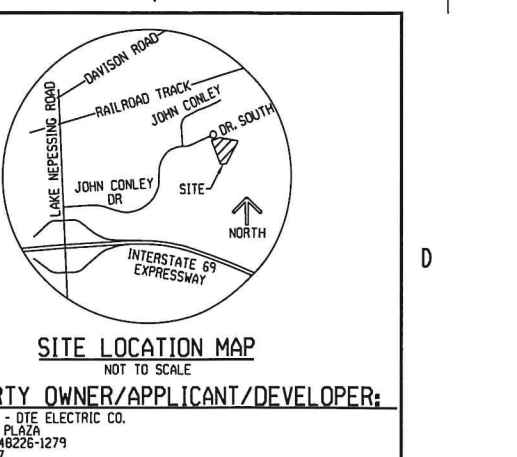
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LEGAL DESCRIPTION AS PROVIDED

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY / ATA NATIONAL TITLE GROUP, LLC
FILE NO. 44-19638280-SCM
COMMITMENT DATE: MARCH 28, 2019 8:00 AM

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:
CITY OF LAPEER, COUNTY OF LAPEER, STATE OF MICHIGAN

LOT 24
PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 9 EAST, CITY OF LAPEER, LAPEER COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 12; THENCE NORTH 02 DEGREES 28 MINUTES 17 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION, 784.01 FEET; THENCE SOUTH 53 DEGREES 18 MINUTES 40 SECONDS WEST 735.19 FEET; THENCE NORTH 80 DEGREES 44 MINUTES 05 SECONDS WEST 329.69 FEET; THENCE SOUTH 83 DEGREES 50 MINUTES 43 SECONDS WEST 86.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 83 DEGREES 50 MINUTES 43 SECONDS WEST 138.76 FEET; THENCE NORTH 22 DEGREES 19 MINUTES 50 SECONDS WEST 591.40 FEET TO A POINT ON JOHN CONLEY DRIVE THENCE CONTINUING ALONG JOHN CONLEY DRIVE SOUTH THE FOLLOWING THREE (3) COURSES: (1) NORTH 67 DEGREES 39 MINUTES 13 SECONDS EAST 415.57 FEET; (2) 61.82 FEET ALONG AN 80.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 89 DEGREES 47 MINUTES 29 SECONDS EAST 60.29 FEET; (3) 127.91 FEET ALONG AN 80.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 68 DEGREES 07 MINUTES 23 SECONDS EAST 114.72 FEET; THENCE SOUTH 80 DEGREES 12 MINUTES 25 SECONDS EAST 455.88 FEET; THENCE SOUTH 29 DEGREES 17 MINUTES 13 SECONDS WEST 593.19 FEET TO THE POINT OF BEGINNING.

SILT FENCE POINT LIST

POINT NUMBER	COORDINATE
SF1	N562897.46 E13396645.38
SF2	N562714.87 E13396548.94
SF3	N562687.16 E13396592.86
SF4	N562593.71 E13396601.82
SF5	N562559.46 E13396616.70
SF6	N562556.56 E13396644.21
SF7	N562569.90 E13396665.24
SF8	N562578.75 E13396679.19
SF9	N562581.10 E13396690.97
SF10	N562583.45 E13396782.75
SF11	N562581.74 E13396712.52
SF12	N562560.90 E13396788.47
SF13	N562528.25 E13396692.34
SF14	N562490.39 E13396736.85
SF15	N562398.99 E13396692.54
SF16	N562213.66 E13396588.50
SF17	N562220.11 E13396529.42
SF18	N562270.75 E13396412.90
SF19	N562345.56 E13396382.17
SF20	N562579.61 E13396294.96
SF21	N562595.70 E13396294.28
SF22	N562608.30 E13396284.38
SF23	N562635.75 E13396276.73
SF24	N562724.45 E13396240.29
SF25	N562710.83 E13396207.14
SF26	N562724.60 E13396200.57
SF27	N562743.48 E13396245.32
SF28	N562748.86 E13396298.18
SF29	N562741.64 E13396334.82
SF30	N562748.23 E13396340.22

PROPERTY OWNER/APPLICANT/DEVELOPER:

DTE ENERGY - DTE ELECTRIC CO.
ONE ENERGY PLAZA
DETROIT, MI 48226-1279
(313)235-0177

ENGINEER:

BLACK & VEATCH LTD. OF MICHIGAN
3550 GREEN COURT
ANN ARBOR, MICHIGAN 48106
(734) 655-1800 FAX (734) 622-8816

ADDRESS:

3135 JOHN CONLEY DR.
CITY OF LAPEER, LAPEER
COUNTY, MI 48446

GENERAL NOTES:

- EXISTING SITE CURRENTLY SITS AS A VACANT LOT. CLEARING WILL BE NEEDED PRIOR TO EARTHWORK OPERATIONS.
- LIMITS OF GRADING WILL TERMINATE AT PROPERTY LINES OF THE SITE MATCHING EXISTING ELEVATIONS.
- ALL SESC MEASURES SHALL CONFORM TO LAPEER COUNTY STANDARDS.
- MAINTAIN TEMPORARY STONE ACCESS DRIVE AS NEEDED TO MAINTAIN SEDIMENT CONTROL. WHILE COMPLETING THE WORK, REMOVE TEMPORARY DRIVE AT THE CONCLUSION OF CONSTRUCTION.
- STORMWATER TREATMENT SHALL CONFORM TO LAPEER COUNTY STANDARDS.
- REFER TO SERVICE DRIVE PLAN 5A1483-9 FOR SPOT GRADE ELEVATIONS FOR NEW DRIVE APPROACHES TO SITE.
- REFER TO DRAWING 5A1483-8, FOR ADDITIONAL SESC NOTES RELATED TO SEQUENCING, MAINTENANCE, SEEDING AND MULCHING AND DEWATERING.
- CONTRACTOR SHALL WASH DOWN ALL EQUIPMENT PRIOR TO CONSTRUCTION TO PREVENT SPREAD OF INVASIVE OR EXOTIC SPECIES. CONTRACTOR TO FOLLOW MICHIGAN'S ESTABLISHED POLICIES AND PROCEDURES PROVIDED IN THE INVASIVE SPECIES DECONTAMINATION FOR FIELD OPERATIONS IN MICHIGAN GUIDELINES AND PREVENTING THE SPREAD OF AQUATIC INVASIVE SPECIES.
- SILT FENCE SHALL REMAIN IN PLACE UNTIL PONDS ARE STABILIZED.
- NO WORK SHALL BE CONDUCTED WITHIN COUNTY DRAIN EASEMENT WITHOUT A PERMIT FROM THE LAPEER COUNTY PUBLIC WORKS OFFICE.
- SEE LANDSCAPE PLAN 5A1479-5 FOR PLANTINGS AND LIMITS OF RESTORATION.

LEGEND:

- PROPERTY LINE
- EXISTING CONTOUR
- ABANDONED CONTOUR
- EXISTING OVERHEAD ELECTRICAL LINE
- EXISTING TREE LINE
- EXISTING OVERHEAD ELECTRICAL LINE
- EXISTING STORM LINE
- PROPOSED FENCE
- PROPOSED CONTOUR
- SILT FENCE
- SECTION CORNER
- EXISTING UTILITY/TRANSMISSION POLE
- EXISTING STORM MANHOLE
- WETLANDS
- ROCK CHECK DAM
- STABILIZED CONSTRUCTION ENTRANCE
- RIPRAP
- CB/INLET FILTER
- WABASH BOX
- ELECTRICAL CONDUIT MANHOLE

REFERENCE DRAWINGS:

- EXISTING CONDITIONS & TREE REMOVAL PLAN - 5A1479-1
- SITE PLAN - 5A1479-2
- LANDSCAPE PLAN - 5A1479-3
- SOIL EROSION AND SEDIMENT CONTROL NOTES AND DETAILS - 5A1479-4
- STORMWATER MANAGEMENT PLAN - 5A1479-5

NOTE TO FIELD

FOR ANY QUESTIONS ON THIS DESIGN, PLEASE CONTACT:

PROJECT ENGINEER
NEAL J. SKLARCZYK
(313)235-6784

STOP THINK ACT REVIEW

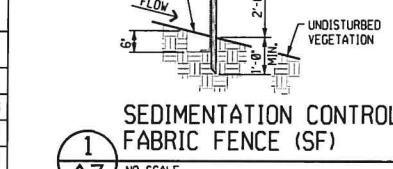
Know what's below. Call before you dig.

811

SCALE IN FEET

0 30 60

USDA SOIL CLASSIFICATIONS	MAP UNIT SYMBOL	MAP UNIT NAME
CvB		CONOVER LOAM, 2 TO 6 PERCENT SLOPES
MoA		MACOMB SANDY LOAM, 0 TO 2 PERCENT SLOPES
OwA		OWOSSO SANDY LOAM, 0 TO 2 PERCENT SLOPES
OwB		OWOSSO SANDY LOAM, 2 TO 6 PERCENT SLOPES



SEDIMENTATION CONTROL FABRIC FENCE (SF)
NO SCALE



This Revision Only For Permitting 4/08/2024

PROJ DESIGN	PROJ MANAGER	OTHERS	PROJ DESIGN	PROJ MANAGER	OTHERS	PROJ DESIGN	PROJ MANAGER	OTHERS
DATE			DATE			DATE		

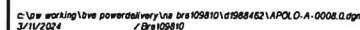
MADE BY	DATE	ACT	RELAY	MADE BY	DATE	ACT	RELAY	MADE BY	DATE	ACT	RELAY
CH'K BY	DATE	EPPM	APVD FOR ISSUE	CH'K BY	DATE	EPPM	APVD FOR ISSUE	CH'K BY	DATE	EPPM	APVD FOR ISSUE

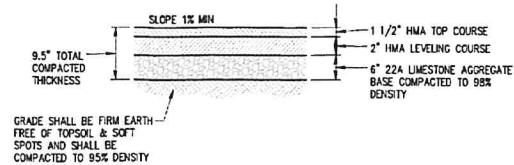
OTHER	DATE	ENGINEERING	DATE
RELAY		MADE BY	DATE
EPPM		LAYOUT BY	DATE
ACT		CHECKED BY	DATE
		G.J. ESKOLA/BV	03/12/24
		PROJECT DESIGN/ELECT	DATE

PROJECT DESIGN/ACT	DATE	APPROVED FOR ISSUE	DATE

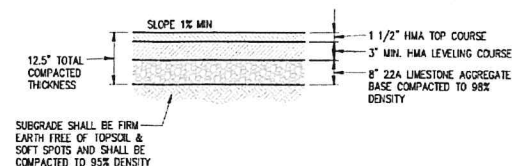
LOCATION NAME	SERVICE CENTER	SCALE
APOLLO SUBSTATION	PONTIAC	1"=30'-0"
DRAWING NUMBER	WORK ORDER	PROJECT DOCUMENT LIST
5A1479-7	59695672	APOLLO-PDL-A-59695672

DOCUMENT FILENAME
APOLLO-A-0007

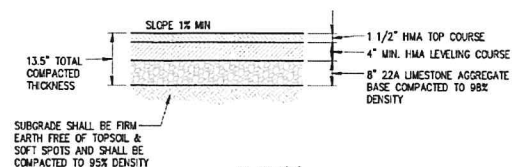




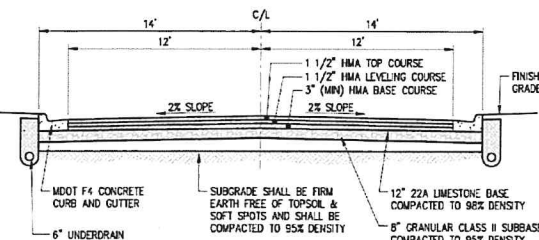
CLASS 'A'
(LESS THAN 40 STALLS)



CLASS 'B'
(MORE THAN 40 STALLS)

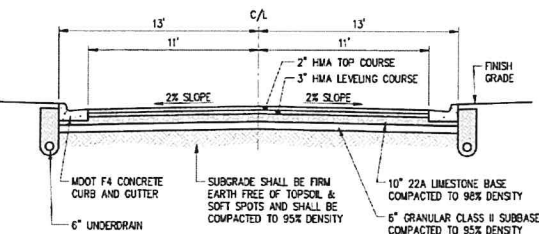


CLASS 'C'
(INDUSTRIAL, HEAVY TRUCKS & SOME COMMERCIAL LOTS)
MINIMUM PAVEMENT SECTIONS FOR PARKING LOTS



NOTES:
FOR MULTI-LANE STREETS, ALL LANES SHALL BE 12' WIDE.
DESIGN OF MAJOR STREETS SHALL BE AS APPROVED BY THE CITY.

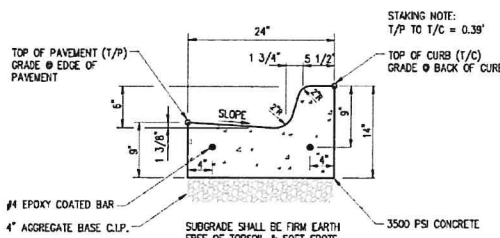
COLLECTOR / MAJOR STREETS



NOTES:
FOR MULTI-LANE STREETS, ALL LANES SHALL BE 11' WIDE.

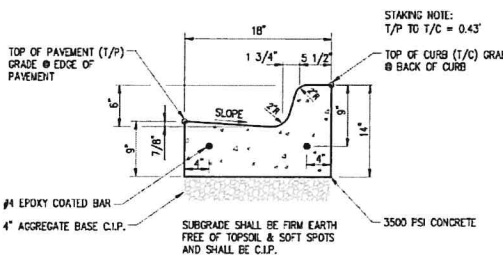
LOCAL & PRIVATE RESIDENTIAL STREETS
MINIMUM PAVEMENT SECTIONS FOR STREETS

NOTES:
CURB AND GUTTER SHALL BE CONSTRUCTED PER MDOT STANDARD PLAN R-30, LATEST VERSION.
TIP-OUT CURB - WHEN CURB AND GUTTER IS MODIFIED TO SHED WATER OR TIP-OUT, GUTTER PAN THICKNESS OF 9" SHALL NOT BE REDUCED.
WHERE NEW CURB ABUTS EXISTING CURB, PROVIDE TWO #4 EPOXY COATED DOMELS DRILLED AND EPOXIED 6" INTO EXISTING CURB. NEW CURB SHALL MATCH THE PROFILE AND WIDTH OF THE EXISTING CURB.



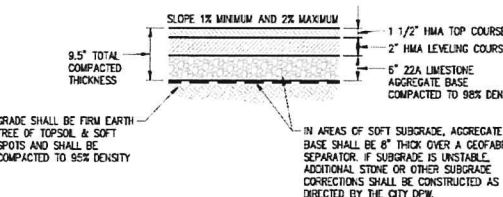
MDOT F4 CONCRETE CURB & GUTTER DETAIL

NOTES:
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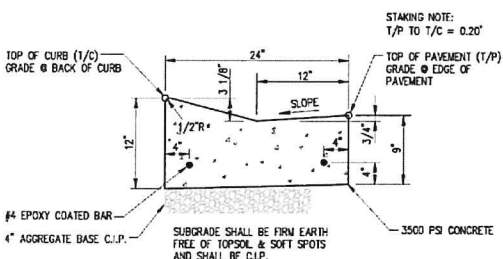
MDOT F2 CONCRETE CURB & GUTTER DETAIL

TRAIL NOTES
NEW TRAILS:
NEW TRAILS SHALL BE 10' WIDE AND HAVE A 2' WIDE CLEAR ZONE (SHOULDER) ON EACH SIDE. SHOULDERS SHALL BE 1% TO 5% GRADE. SLOPES ADJACENT TO THE SHOULDERS SHALL HAVE A MAXIMUM SLOPE OF 1 ON 4, CUT OR FILL. SHOULDER AND SLOPES SHALL BE ESTABLISHED WITH 4" OF TOPSOIL AND TURF.
REPAIR OF EXISTING TRAILS:
CONSTRUCTION EQUIPMENT AND VEHICLES ARE NOT PERMITTED ON OR WITHIN THE FOOTPRINT OF ANY CITY OF LAPEER LINEAR TRAIL (PATHWAY). IF A TRAIL IS DAMAGED, THE CONTRACTOR IS RESPONSIBLE FOR THE RECONSTRUCTION OF THE DAMAGED AREA MEETING THE CITY OF LAPEER'S CONSTRUCTION SPECIFICATIONS. PRIOR TO MAKING THE REPAIR, APPROVAL OF THE PROPOSED REPAIR METHOD IS REQUIRED THROUGH THE DEPARTMENT OF PUBLIC WORKS (DPW).

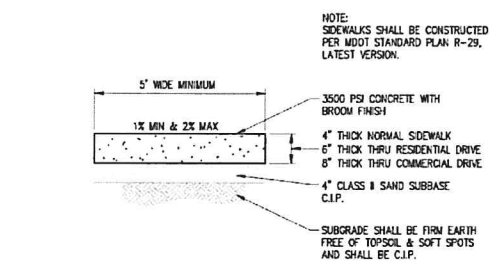


LINEAR TRAIL CROSS SECTION

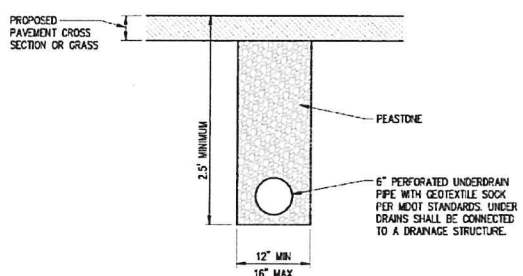
NOTES:
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TIP-OUT CURB - WHEN CURB AND GUTTER IS MODIFIED TO SHED WATER OR TIP-OUT, GUTTER PAN THICKNESS OF 9" SHALL NOT BE REDUCED.
WHERE NEW CURB ABUTS EXISTING CURB, PROVIDE TWO #4 EPOXY COATED DOMELS DRILLED AND EPOXIED 6" INTO EXISTING CURB. NEW CURB SHALL MATCH THE PROFILE AND WIDTH OF THE EXISTING CURB.



MOUNTABLE CONCRETE CURB AND GUTTER DETAIL



CONCRETE SIDEWALK CROSS SECTION



UNDERDRAIN DETAIL

GENERAL NOTES

1. THE CONTRACTOR SHALL NOTIFY THE CITY OF LAPEER DEPARTMENT OF PUBLIC WORKS (DPW) FORTY EIGHT (48) HOURS PRIOR TO CONSTRUCTION. DPW IS LOCATED AT 217 BENTLEY STREET, LAPEER MI 48446. PHONE NUMBER IS 810-664-4711.
2. ALL CONSTRUCTION ACTIVITIES SHALL CONFORM TO MISHA SAFETY STANDARDS.
3. ALL CONSTRUCTION SHALL MEET CITY OF LAPEER CONSTRUCTION SPECIFICATIONS.
4. THE CONTRACTOR SHALL CALL MISS DIG (811 OR 800-482-7171) 3 DAYS PRIOR TO THE START OF ANY EXCAVATION FOR THE LOCATION OF UNDERGROUND FACILITIES AND SHALL NOTIFY REPRESENTATIVES OF FACILITIES WHICH MAY NOT BE COVERED BY MISS DIG.
5. SIDEWALKS AND DRIVEWAYS SHALL BE CONSTRUCTED WITH AIR-ENTRAINED CONCRETE HAVING A MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI AND BE TREATED WITH ONE COAT OF A CURING COMPOUND MEMBRANE.
6. ALL DISTURBED AREAS SHALL RECEIVE 4" OF TOPSOIL, SEED & MULCH. PLASTIC WATS SHALL BE PROHIBITED.
7. ALL NECESSARY EASEMENTS FOR CONSTRUCTION SHALL BE PROVIDED TO THE CITY OF LAPEER PRIOR TO ACCEPTANCE AND FINAL APPROVAL BY THE CITY.

STREET NOTES

1. FOR ALL FUTURE PUBLIC STREETS, THE TOP COURSE OF HMA PAVEMENT SHALL NOT BE CONSTRUCTED FOR A MINIMUM OF 3 YEARS OR UNTIL THE PROJECT IS 90% BUILT OUT.
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING THE SURFACE OF THE STREET UNTIL IT HAS BEEN ACCEPTED BY THE CITY.
3. CENTERLINE DESCRIPTION IS REQUIRED BEFORE THE CITY WILL ACCEPT A STREET.
4. UPON COMPLETION OF THE INITIAL CONSTRUCTION AND ALL PUNCH LIST ITEMS TO THE CITY'S SATISFACTION, THE CITY WILL BEGIN TO PERFORM SURFACE MAINTENANCE LIMITED TO STREET SWEEPING AND SNOW PLOWING.
5. PRIOR TO CONSTRUCTION OF THE TOP COURSE OF HMA PAVEMENT, THE CITY WILL REVIEW THE CONDITIONS OF EXISTING PAVEMENT AND MARK AREAS TO BE REPAIRED.
6. THE CITY WILL FORMALLY ACCEPT THE STREET WHEN THE TOP COURSE AND ALL PUNCH LIST ITEMS HAVE BEEN COMPLETED TO THE SATISFACTION OF THE CITY.
7. THE DEVELOPER WILL BE REQUIRED TO FURNISH A SURETY IN AN ACCEPTABLE FORM (CASH, BOND, ETC.) IN THE AMOUNT DETERMINED BY THE CITY. THIS IS TO COVER THE COST OF THE TOP COURSE AND RELATED ITEMS PRIOR TO THE CITY PERFORMING ANY SURFACE MAINTENANCE OR ISSUING OF BUILDING PERMITS.
8. THE DEVELOPER WILL BE RESPONSIBLE FOR CONSTRUCTING ALL REQUIRED SIGNS AND PAVEMENT MARKINGS AND THEY SHALL CONFORM TO THE CURRENT MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

PARKING NOTES

1. WHEN SIDEWALKS ARE PROVIDED ADJACENT TO A CURBED PARKING AREA AND A CAR OVERHANG OCCURS, SUCH WALKS SHALL BE A MINIMUM WIDTH OF SEVEN (7) FEET, AS MEASURED FROM THE FACE OF CURB.

DRIVEWAY AND SIDEWALK NOTES

RESIDENTIAL

1. RESIDENTIAL DRIVEWAY APPROACHES SHALL BE MDOT TYPE "L" OPENINGS CONSTRUCTED PER MDOT STANDARD PLAN R-29, LATEST VERSION.
2. RESIDENTIAL DRIVEWAYS WITHIN THE STREET RIGHT-OF-WAY SHALL BE CONCRETE WITH A MINIMUM THICKNESS OF SIX (6) INCHES.
3. FOR RESIDENTIAL APPROACHES CONSTRUCTED ON AN EXISTING CURBED STREET, THE EXISTING CURB AND GUTTER SHALL BE ENTIRELY REMOVED AND REPLACED, CUTTING OFF THE BACK OF CURB WILL NOT BE ALLOWED.

COMMERCIAL / INDUSTRIAL

1. COMMERCIAL AND INDUSTRIAL APPROACHES SHALL BE MDOT TYPE "M" OPENINGS CONSTRUCTED PER MDOT STANDARD PLAN R-29, LATEST VERSION. THE EXISTING CURB AND GUTTER SHALL BE ENTIRELY REMOVED TO THE NEAREST JOINT PAST THE SPRING LINE OF THE NEW "M" OPENING.
2. THE SLOPE OF THE DRIVES SHALL BE DESIGNED TO MEET THE SIDEWALK.

SIDEWALK NOTES

1. ADA SIDEWALK RAMPS WITH A DETECTABLE WARNING SURFACE SHALL BE PROVIDED AT ALL STREET INTERSECTIONS AND OTHER APPLICABLE LOCATIONS AS REQUIRED TO MEET ADA STANDARDS. SIDEWALK RAMPS (WITH OR WITHOUT AN APPLICABLE WARNING SURFACE, SHALL BE CONSTRUCTED PER MDOT STANDARD DETAIL R-28, LATEST VERSION. DETECTABLE WARNING SURFACE SHALL BE A COMPOSITE, CAST IN PLACE PANEL THAT IS REPLACEABLE AND BLUE IN COLOR. COMPOSITE PANELS SHALL BE BY ADA SOLUTIONS, 15187 BLUE OR APPROVED EQUAL.
2. SIDEWALKS SHALL BE CONSTRUCTED PER MDOT STANDARD PLAN R-29, LATEST VERSION AND MEET LATEST ADA REQUIREMENTS.
3. SIDEWALKS SHALL HAVE SMOOTH TRANSITIONS AND GENTLE CURVES; THUS, NO SHARP OR ABRUPT CHANGES IN ALIGNMENT ARE ALLOWED.
4. WHERE SIDEWALKS MEET DRIVEWAYS, THEY SHALL RUN CONTINUOUSLY THROUGH THE DRIVES.

STANDARD DETAILS PREPARED BY

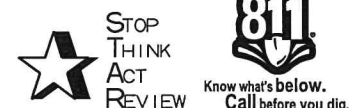


CITY OF LAPEER
ENGINEERING DESIGN STANDARDS
STREET, DRIVEWAY & SIDEWALK

SHT#

SHEET 1 OF 2

REV	DATE	DESCRIPTION
1	MAR 2023	CREATED SHEET
2	8-10-20	ADDED TRAIL SECTION



REFERENCE DRAWINGS:

CITY OF LAPEER STANDARD STREET, DRIVEWAY, AND SIDEWALK DETAILS SHEET 2 OF 2 -568701-12

DATE	SUBMITTED FOR
03/12/24	CITY OF LAPEER SITE PLAN APPROVAL AND ENGINEERING RESUBMITTAL 2
DATE	SUBMITTED FOR
12/14/23	CITY OF LAPEER SITE PLAN APPROVAL AND ENGINEERING RESUBMITTAL 1
DATE	SUBMITTED FOR
10/18/23	CITY OF LAPEER SITE PLAN APPROVAL

DTE Energy	DTE Electric	Central Design/Standards
TITLE CITY OF LAPEER STARDARD STREET, DRIVEWAY, AND SIDEWALK DETAILS SHEET 1 OF 2		
LOCATION NAME APOLLO SUBSTATION	SERVICE CENTER PONTIAC	SCALE NONE
DRAWING NUMBER 5A1479-11	WORK ORDER 59695672	PROJECT DOCUMENT LIST APOLLO-PDL-A-59695672

DOCUMENTUM FILENAME
APOLO-A-0011

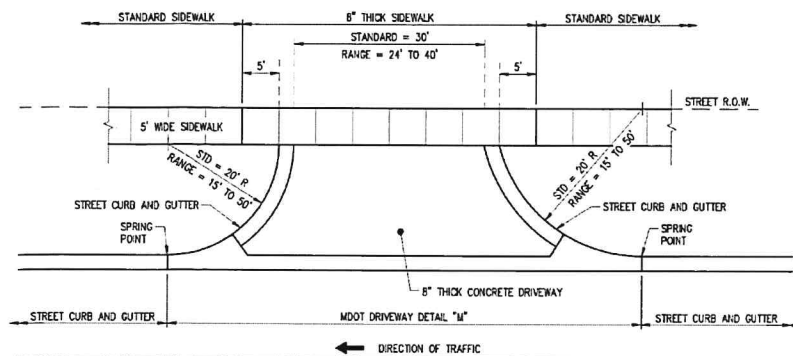


This Revision Only
For Permitting
4/09/2024

PROJ DESIGN	PROJ MANAGER	OTHERS	DATE	PROJ DESIGN	PROJ MANAGER	OTHERS	DATE	PROJ DESIGN	PROJ MANAGER	OTHERS	DATE
DATE				DATE				DATE			
MADE BY				MADE BY				MADE BY			
DATE				DATE				DATE			
ACT				ACT				ACT			
DATE				DATE				DATE			
CH'K BY				CH'K BY				CH'K BY			
DATE				DATE				DATE			
EPPM				EPPM				EPPM			
APVD FOR ISSUE				APVD FOR ISSUE				APVD FOR ISSUE			

OTHER	DATE	APPROVALS
RELAY		
EPPM		
ACT		
OTHERS		

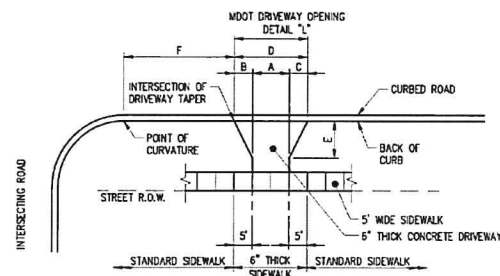
ENGINEERING	DATE
MADE BY	
R.D. BREWER/BV	03/12/24
LAYOUT BY	
Z.E. WITACEK/BV	03/12/24
CHECKED BY	
G.J. ESKOLA/BV	03/12/24
PROJECT DESIGN/ELECT	
DATE	
PROJECT DESIGN/ACT	
DATE	
APPROVED FOR ISSUE	
DATE	



THE STANDARD SHALL BE USED UNLESS ENGINEERING JUDGEMENT DETERMINES THAT ANOTHER DIMENSION WITHIN THE RANGE IS MORE SUITABLE FOR A PARTICULAR SITE OR SPECIAL CONDITION AND IS APPROVED BY THE CITY DPW

COMMERCIAL / INDUSTRIAL DRIVEWAY APPROACH

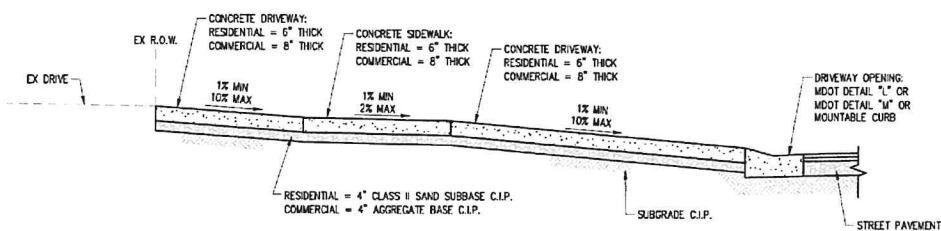
NOTE:
INDUSTRIAL DRIVEWAY AND SIDEWALK THICKNESS
SHALL BE AS APPROVED BY THE CITY



DIMENSION	DESIGN FEATURE	STANDARD	RANGE
A	DRIVEWAY WIDTH	10'	10' TO 24'
B	ENTERING TAPER WIDTH	5'	3' TO 6'
C	EXITING TAPER WIDTH	5'	3' TO 6'
D	TOTAL OPENING (A+B+C)	20'	16' TO 34'
E	TAPER DEPTH	10'	5' TO 15'
F	INTERSECTION OFFSET	20' MIN	20' MIN

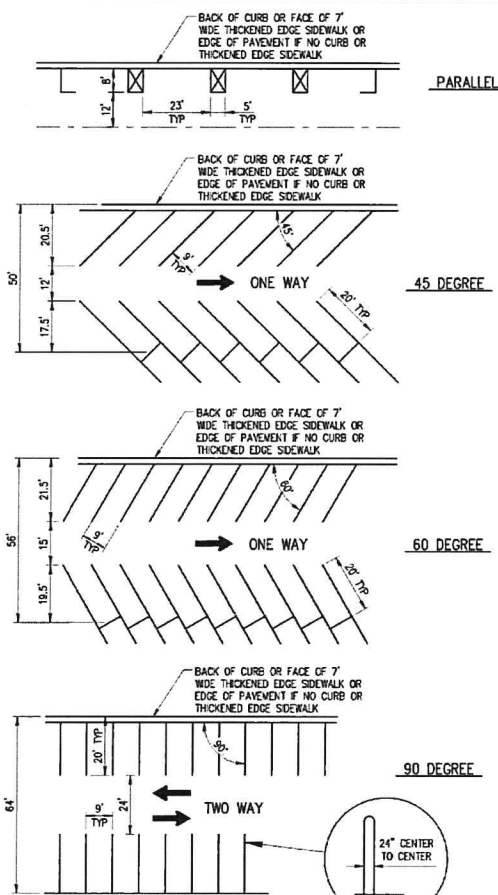
THE STANDARD SHALL BE USED UNLESS ENGINEERING JUDGEMENT DETERMINES THAT ANOTHER DIMENSION WITHIN THE RANGE IS MORE SUITABLE FOR A PARTICULAR SITE OR SPECIAL CONDITION AND IS APPROVED BY THE CITY DPW

RESIDENTIAL DRIVEWAY APPROACH



NOTE:
INDUSTRIAL DRIVEWAY AND SIDEWALK THICKNESS
SHALL BE AS APPROVED BY THE CITY

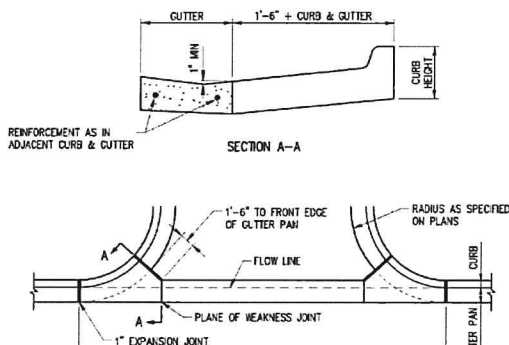
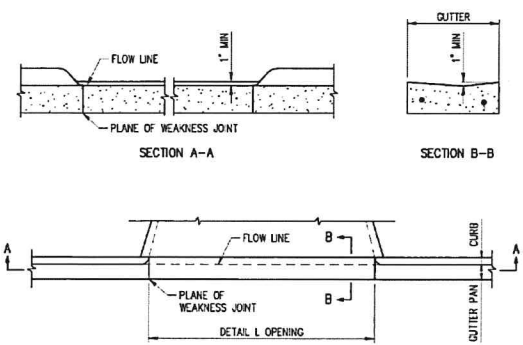
DRIVEWAY CROSS SECTION



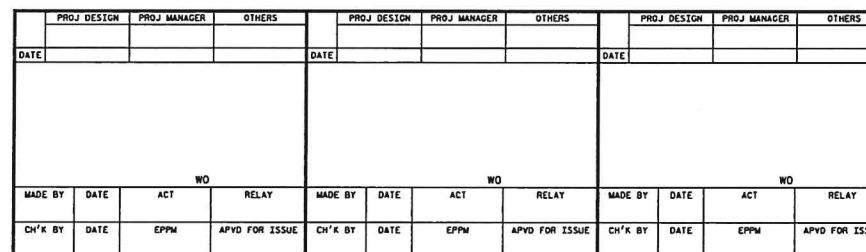
NOTES:

1. BARRIER FREE PARKING SPACES SHALL COMPLY WITH MOST CURRENT ADA STANDARDS.
2. PARKING SPACES SHALL BE MARKED WITH "LOOP" STYLE LINES.
3. PAVEMENT MARKING LINES SHALL BE 4" WIDE. LINE COLOR SHALL BE WHITE FOR STANDARD PARKING, BLUE FOR BARRIER FREE, AND YELLOW FOR HAZARD / NO PARKING.

OFF-STREET PARKING STANDARDS



MDOT DRIVEWAY OPENING - DETAIL M



APPROVALS				
	OTHER	DATE	ENGINEERING	
			MADE BY	DATE
			R.B. BREWER/BV	03/12/74
RELAT			LAYOUT BY	DATE
			Z.E. WIACEK/BV	03/12/74
EPPM			CHECKED BY	DATE
			G.J. ESKOLA/BV	03/12/74
			PROJECT DESIGN/ELECT	DATE
ACT			PROJECT DESIGN/ACT	DATE
			APPROVED FOR ISSUE	DATE
SUE	OTHERS			

10/18/23 CITY OF LAPEER SITE PLAN APPROVAL			
DTE Energy		<i>DTE Electric</i>	<i>Central Design/Standards</i>
TITLE			
CITY OF LAPEER STARDARD STREET, DRIVEWAY, AND SIDEWALK DETAILS SHEET 2 OF 2			
LOCATION NAME		SERVICE CENTER	SCALE
APOLLO SUBSTATION		PONTIAC	NONE
DRAWING NUMBER	WORK ORDER	PROJECT DOCUMENT LIST	
5A1479-12	59695672	APOLLO-PDL-A-59695672	

REV	NOTE TO FIELD
—	
FOR ANY QUESTIONS ON THIS DESIGN, PLEASE CONTACT:	
PROJECT ENGINEER	
NEAL J. SKLARCZK (313)235-6784	

 STOP
THINK
ACT
REVIEW

 Know what's below.
Call before you dig.

REFERENCE DRAWINGS:
CITY OF LAPEER STANDARD STREET, DRIVEWAY, AND
SIDEWALK DETAILS SHEET 1 OF 2 ----- 5A8701-11

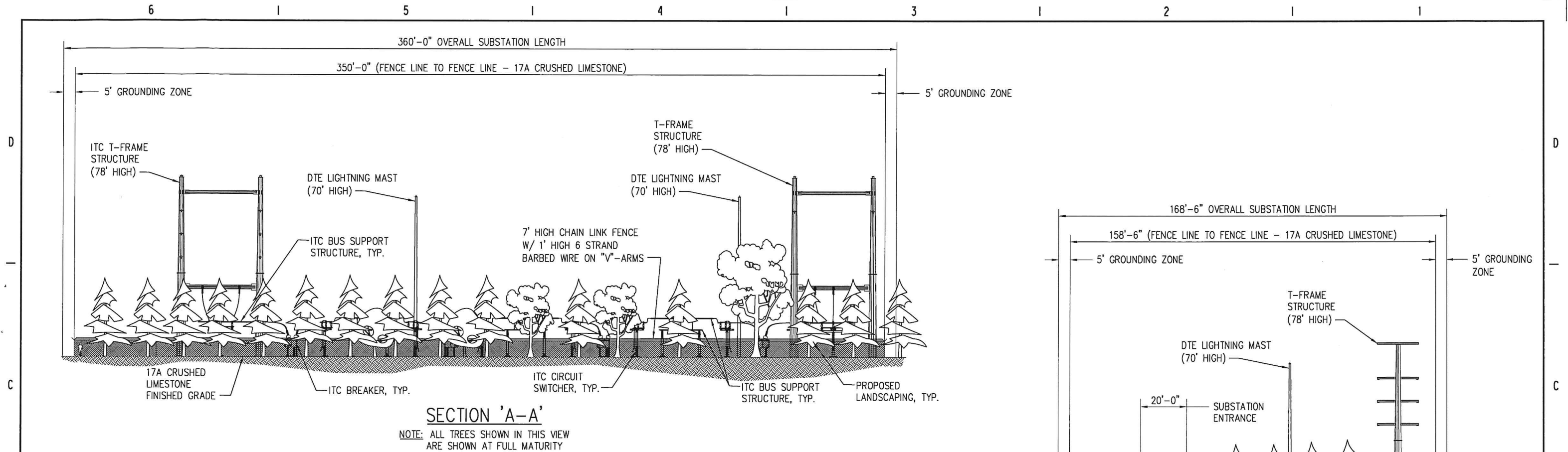
DATE	SUBMITTED FOR
03/12/24	CITY OF LAPEER SITE PLAN APPROVAL AND ENGINEERING RESUBMITTAL 2
DATE	SUBMITTED FOR
12/14/23	CITY OF LAPEER SITE PLAN APPROVAL AND ENGINEERING RESUBMITTAL 1
DATE	SUBMITTED FOR
10/18/23	CITY OF LAPEER SITE PLAN APPROVAL

DTE Energy		<i>DTE Electric</i>		<i>Central Design/Standards</i>	
TITLE CITY OF LAPEER STARDARD STREET, DRIVEWAY, AND SIDEWALK DETAILS SHEET 2 OF 2					
LOCATION NAME		SERVICE CENTER		SCALE	
APOLLO SUBSTATION		PONTIAC		NONE	
DRAWING NUMBER		WORK ORDER		PROJECT DOCUMENT LIST	
5A1479-12		59695672		APOLLO-PDL-A-59695672	

c:\pw working\lvs powerdelivery\lvs bre109810\dl988462\APOLO-A-0012.0.dgn
3/11/2024 4:08:10

A circular professional engineer seal for the State of Michigan. The outer ring contains the text "STATE OF MICHIGAN" at the top and "LICENSED PROFESSIONAL ENGINEER" at the bottom, separated by two stars. The center of the seal contains the name "GREGORY J. ESKOLA", the title "ENGINEER", and the license number "No. 045904". A handwritten signature is scrawled across the bottom of the seal.

This Revision Only
For Permitting
4/09/2024





ALL STORM SEWER BETWEEN 12" AND 18" SHALL BE CL IV RCP.
ALL DRAIN PIPES 6" DIAMETER ARE PERFORATED ADS N-12 HDPE DUAL WALL PIPE WITH PROTECTIVE WRAP, UNLESS NOTED OTHERWISE.
ESTIMATED QUANTITY OF 6" PERFORATED PIPE = 1,970 LINEAL FT.
ESTIMATED QUANTITY OF 6" ADS N-12 SOLID WALL PIPE = 104 LINEAL FT.
ESTIMATED QUANTITY OF 12" C76 CL III RCP = 138 LINEAL FT.
ESTIMATED QUANTITY OF 12" 16 GA. CMP = 42 LINEAL FT.
ESTIMATED QUANTITY OF 15" C76 CL III RCP = 163 LINEAL FT.
ESTIMATED QUANTITY OF 18" C76 CL III RCP = 110 LINEAL FT.
ESTIMATED QUANTITY OF 14" X 23" (18") ELLIPTICAL C76 CL III RCP = 114 LINEAL FT.
(VERIFY ALL LENGTHS OF PIPE IN THE FIELD)

TOP OF SCREENING
BERM, SEE A-5 FOR
PLANTINGS.

NEW CB-2
RIM: 837.96
N+562653.34
E+13396426.66
12" N. 834.81
12" SE. 834.81

NEW CB-3
RIM: 837.96
N+562588.58
E+13396453.23
12" NW. 834.59
15" SE. 834.39

NEW CB-4
RIM: 837.96
N+562523.82
E+13396479.80
15" NW. 834.24
15" SE. 834.24

OF-3
6" RCP END SECTION
18" W. 832.46

NEW OCS-2
RIM: 836.49
N+562505.19
E+13396642.83
18" E. 832.60

OF-2
6" RCP END SECTION
18" SW. 836.39

14'X55' RIP-RAP
OVERFLOW SPILLWAY
SEE DETAIL 3/M2.
58 LF - 18" RCP @ 0.18%

NEW OCS-1
RIM: 836.49
N+562366.83
E+13396597.89
18" NE. 833.50

TOP OF POND, SEE A-5
FOR PLANTINGS.

NEW CB-5
RIM: 837.96
N+562437.61
E+13396515.17
15" NW. 834.01
18" S. 833.81

OF-1
6" RCP END SECTION
18" NW. 833.50

PROPERTY OWNER/APPLICANT/DEVELOPER:

DTE ENERGY - DTE ELECTRIC CO.
ONE ENERGY PLAZA
DETROIT, MI 48226-1279
(313)235-0177

ENGINEER:

BLACK & VEATCH LTD. OF MICHIGAN
3550 GREEN COURT
ANN ARBOR, MICHIGAN 48105
(734) 665-1000 FAX (734) 622-8816

ADDRESS:

3135 JOHN CONLEY DR
SOUTH
CITY OF LAPEER, LAPEER
COUNTY, MI. 48446

UTILITY WARNING

UNDERGROUND UTILITY LOCATIONS, AS SHOWN ON THE PLAN, WERE OBTAINED FROM TOPOGRAPHIC SURVEY DRAWING NUMBER 656 ORI-001-REV A, JOB. 201904068, DATED 10-16-2019. THE ACCURACY AND COMPLETENESS OF THE UTILITY INFORMATION CAN NOT BE GUARANTEED.

A MINIMUM OF 3 WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY "MISS DIG" AND HAVE ALL UNDERGROUND UTILITIES STAKED BEFORE ANY WORK MAY BEGIN.

STORMWATER CALCULATIONS

SEE DRAWING SM1479-2.

LEGEND:

- PROPERTY LINE
- EXISTING CONTOUR
- EXISTING OVERHEAD ELECTRICAL LINE
- EXISTING TREE LINE
- EXISTING OVERHEAD ELECTRICAL LINE
- EXISTING STORM LINE
- PROPOSED FENCE
- PROPOSED CONTOUR
- SECTION CORNER
- EXISTING UTILITY/TRANSMISSION POLE
- EXISTING STORM MANHOLE
- EXISTING SANITARY MANHOLE
- 6" PERFORATED UNDERDRAIN
- STORM SEWER
- DRAINAGE SWALE
- DRAINAGE FLOW ARROW
- HOPE NON-PERFORATED
- OIL CONTAINMENT PIPE
- CLEANOUT
- PROPOSED SPOT GRADE
- WETLANDS
- UNDERGROUND CONDUIT MANHOLE
- PROPOSED MANHOLE STRUCTURE
- PROPOSED CATCH BASIN STRUCTURE
- FIXED BOLLARD
- REMOVABLE BOLLARD
- ROCK CHECK DAM
- RIPRAP

NOTE TO FIELD

FOR ANY QUESTIONS ON THIS DESIGN,
PLEASE CONTACT:

PROJECT ENGINEER
NEAL J. SKLARCZYK
(313)235-6784

REFERENCE DRAWINGS:

SITE & GRADING PLAN - SM1479-3
STORMWATER MANAGEMENT NOTES AND DETAILS - SM1479-3
DRAIN LAYOUT - SM1479-3

DATE	SUBMITTED FOR
03/12/24	CITY OF LAPEER SITE PLAN APPROVAL AND ENGINEERING RESUBMITTAL 2
12/14/23	CITY OF LAPEER SITE PLAN APPROVAL AND ENGINEERING RESUBMITTAL 1
10/18/23	CITY OF LAPEER SITE PLAN APPROVAL

DTE Energy DTE Electric Central Design/Standards

STORMWATER MANAGEMENT PLAN

LOCATION NAME	APOLLO SUBSTATION	SERVICE CENTER	PONTIAC	SCALE	1"=30'-0"
DRAWING NUMBER	SM1479-1	WORK ORDER	59695672	PROJECT DOCUMENT LIST	APOLLO-PDL-A-59695672

DOCUMENT FILENAME
APOLLO-M-0001

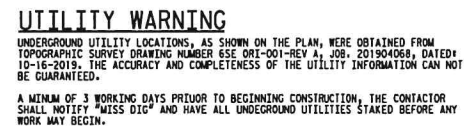


This Revision Only
For Permitting
4/09/2024

C	PROJ DESIGN	PROJ MANAGER	OTHERS	B	PROJ DESIGN	PROJ MANAGER	OTHERS	A	PROJ DESIGN	PROJ MANAGER	OTHERS
	DATE				DATE				DATE		
WO				WO				WO			
MADE BY	DATE	ACT	RELAY	MADE BY	DATE	ACT	RELAY	MADE BY	DATE	ACT	RELAY
CH'K BY	DATE	EPPM	APVD FOR ISSUE	CH'K BY	DATE	EPPM	APVD FOR ISSUE	CH'K BY	DATE	EPPM	APVD FOR ISSUE

APPROVALS			
OTHER		DATE	ENGINEERING
RELAY			MADE BY
			DA
EPPM			R.D. BREWER/BV
			03/12/24
ACT			LAYOUT BY
			DA
OTHERS			Z.E. WIACEK/BV
			03/12/24
			CHECKED BY
			DA
			G.J. ESKOLA/BV
			03/12/24
			PROJECT DESIGN/ELECT
			DA
			PROJECT DESIGN/ACT
			DA
			APPROVED FOR ISSUE
			DA

CONSTRUCTION POINT LIST			
CONSTRUCTION POINT	POINT DESCRIPTION	ELEVATION	COORDINATE
CP57	6" TEE	835.66	N+562573.90 E+13396356.76
CP58	6" TEE	835.16	N+562584.80 E+13396444.06
CP59	6" TEE	835.69	N+562592.40 E+13396462.54
CP60	6" TEE	835.81	N+562626.85 E+13396320.58
CP61	6" TEE	835.58	N+562645.83 E+13396372.07
CP62	6" TEE	835.43	N+562612.70 E+13396388.28
CP63	6" TEE	835.22	N+562649.55 E+13396417.46
CP64	6" TEE	8xx.xx	N+562657.15 E+13396435.96
CP65	6" TEE	8xx.xx	N+562568.38 E+13396343.32



LEGEND:

-----	PROPOSED DRAINAGE
* * * * *	PROPOSED FENCE
-----	PROPOSED PERFORATED UNDERDRAIN PIPE
=====	PROPOSED CONCRETE ENCASEMENT
=====	PROPOSED CLEANOUT
● C.O.	
⊙	PROPOSED CATCH BASIN STRUCTURE
○	FIXED BOLLARD
◆	REMOVABLE BOLLARD

REFERENCE DRAWINGS:

STORMWATER MANAGEMENT PLAN	-----5M1479-1
STORMWATER MANAGEMENT CALCULATIONS AND DETAILS	-----5M1479-2

DATE	SUBMITTED FOR		
DATE	SUBMITTED FOR		
03/12/24	CITY OF LAPEER SITE PLAN APPROVAL AND ENGINEERING RESUBMITTAL 2		
DATE	SUBMITTED FOR		
12/14/23	CITY OF LAPEER SITE PLAN APPROVAL AND ENGINEERING RESUBMITTAL 1		
DATE	SUBMITTED FOR		
10/18/23	CITY OF LAPEER SITE PLAN APPROVAL		
DTE Energy <i>DTE Electric</i> <i>Central Design/Standards</i>			
TITLE			
DRAIN LAYOUT			
LOCATION NAME		SERVICE CENTER	SCALE
APOLLO SUBSTATION		PONTIAC	1"=20'-0"
DRAWING NUMBER	WORK ORDER	PROJECT DOCUMENT LIST	
5M1479-3	59695672	APOLLO-PDL-A-59695672	

DOCUMENTUM FILENAME
APOLLO-M-0003

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3/11/2024 / Brg109810

This Revision Only
For Permitting
4/09/2024

C	PROJ DESIGN		PROJ MANAGER		OTHERS		B	PROJ DESIGN		PROJ MANAGER		OTHERS		A	PROJ DESIGN		PROJ MANAGER		OTHERS		
	DATE							DATE							DATE						
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MADE BY	DATE		ACT		RELAY	MADE BY	DATE		ACT		RELAY	MADE BY	DATE		ACT		RELAY				
CH'K BY	DATE		EPPM		APVD FOR ISSUE	CH'K BY	DATE		EPPM		APVD FOR ISSUE	CH'K BY	DATE		EPPM		APVD FOR ISSUE				

**STOP
THINK
ACT
REVIEW**

811
Know what's below.
Call before you dig.

0 20 40
SCALE IN FEET



From: [Paul O'Meara](#)
To: [Mike Womack](#)
Cc: [Jeff Graham](#); [Ross Slusher](#); [Kim Hodge](#); [Marilena Polizzi](#)
Subject: RE: [EXTERNAL]: DTE Apollo Substation Stormwater Management Agreement
Date: Tuesday, October 1, 2024 7:41:06 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

Hello Mike,

From my perspective, this is an excellent maintenance plan that they have put forward. Let me know if you need any further assistance on my end.



Paul T. O'Meara, PE | Senior Project Manager

ROWE Professional Services Company

ENR Top 500 Design Firm

O: (810) 664-9411 | C: (248) 318-1492

128 N. Saginaw Street | Lapeer, MI 48446

www.rowepsc.com



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From: Terry Spryszak <terrance.spryszak@dteenergy.com>

Sent: Monday, September 30, 2024 5:28 PM

To: Mike Womack <mwomack@ci.lapeer.mi.us>

Cc: Carl A Sheko <carl.sheko@dteenergy.com>; Ihab K Imad <ihab.imad@dteenergy.com>; Marcela P Orlandea <marcela.orlandea@dteenergy.com>; Jeff Graham (jgraham@ci.lapeer.mi.us) <jgraham@ci.lapeer.mi.us>; Ross Slusher <rslusher@ci.lapeer.mi.us>; Kim Hodge <KHodge@ci.lapeer.mi.us>; Marilena Polizzi <MPolizzi@ci.lapeer.mi.us>; Paul O'Meara <POMeara@rowepsc.com>

Subject: [EXTERNAL]: DTE Apollo Substation Stormwater Management Agreement

CAUTION: This email originated externally. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Mr. Womack,

As you know, I dropped off a hard copy of the DTE's proposed Stormwater Maintenance Agreement signed by DTE's Director of Substations on September 11th to your DPW.

As a matter of background, DTE's new Apollo Substation Site Plan was approved by the City of Lapeer Planning Commission and also received all required City Department approvals back in April. Attached is a copy of the final Distribution Cover Letter and a copy of the approved and signed final site plan.

As part of the site plan approval process, the City's Planner, Paul O'Meara, stated that a Stormwater Maintenance Agreement would also be required. Attached is a copy of that email from Mr. O'Meara.

The Stormwater Agreement (SWA) I dropped off was drafted by DTE and needs to be signed by both DTE and the City of Lapeer and then recorded with the Lapeer County Register of Deeds. Attached is a pdf copy of the SWA and Maintenance Plan that I dropped off.

Once the Agreement is finalized and signed by both DTE and the City, I will record the document with the Lapeer County Register of Deeds.

Please let me know if you need anything further concerning the SWA.

Thanks and kind regards,

Terry Spryszak | Corporate Permit Specialist
Project Management Office
DTE Energy | 8001 Haggerty Road | Belleville, MI 48111
313-971-4536 C
734-397-4129 D | terrance.spryszak@dteenergy.com





ITEM D-1

To: Mayor and City Commission
From: Kelly Hanna, Director of Financial Services
Date: September 30, 2024
RE: Bill Listing – September 13, 2024, through September 30, 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 September 13, 2024 through September 30, 2024, in the total amount of **\$620,706.65** and find them to be proper charges.

AGENDA ITEM REVIEW

Meeting Date: October 7, 2024	Date Reviewed: September 30, 2024
Consent:	
Administrative: X	Reviewed By: City Clerk's Office
Public Hearing:	

CHECK REGISTER FOR CITY OF LAPEER
CHECK DATE FROM 09/13/2024 - 09/30/2024

Check Date	Check	Vendor Name	Amount
09/26/2024	2419(A)	GREAT LAKES WATER AUTHORITY	157,413.20
09/26/2024	598310	WALDORF & SONS, INC	122,030.89
09/26/2024	2439(E)	DTE ENERGY	70,355.57
09/25/2024	2410(E)	US BANK	40,168.73
09/26/2024	598278	LAPEER CO TREASURER	21,284.88
09/26/2024	598263	FALCON DEMOLITION LLC	16,800.00
09/26/2024	598273	KEMIRA WATER SOLUTIONS	10,559.74
09/26/2024	598290	NICHOLS ROOFING	10,500.00
09/26/2024	598303	SIGNS BY CRANNIE INC	9,097.36
09/26/2024	598291	OLMSTEAD, WILLIAM	8,950.00
09/26/2024	2441(E)	WEX BANK	8,775.51
09/26/2024	2431(A)	ROWE INC	7,440.00
09/26/2024	598262	FALCON DEMOLITION	7,250.00
09/26/2024	2428(A)	POWERDMS, INC.	6,991.40
09/26/2024	2414(A)	DETROIT SALT CO	6,248.89
09/26/2024	2420(A)	GREEN MEADOWS LAWNSCAPE, INC.	6,236.00
09/26/2024	2438(E)	CONSUMERS ENERGY	6,140.23
09/26/2024	598242	BECKWITH'S BODY SHOP INC	6,065.57
09/26/2024	598240	ALLEN EDWIN HOMES	6,000.00
09/26/2024	2437(E)	CITY OF LAPEER	5,681.64
09/26/2024	598253	COLWELL, CLAY & NATASHA	5,550.00
09/26/2024	2418(A)	GABRIEL, ROEDER, SMITH & COMPANY	5,500.00
09/26/2024	2417(A)	FIRE CATT, LLC	5,448.00
09/26/2024	598269	GREENLEAF MASONRY AND CONCRETE	5,250.00
09/26/2024	598281	LAPEER M21, INC	5,250.00
09/26/2024	2442(E)	WINDSTREAM	5,087.82
09/26/2024	598287	MICHIGAN EXTERIOR PROS	5,000.00
09/26/2024	598259	DELYNN'S DESIGNS, INC	4,762.75
09/26/2024	598294	PHIL STARR & SON	2,782.13
09/26/2024	2412(A)	CIVES CORPORATION	2,526.19
09/26/2024	598305	T. P. ISRAEL CO INC	2,100.00
09/26/2024	598250	CARQUEST OF LAPEER	2,072.61
09/26/2024	598274	KENT COMMUNICATIONS INC.	1,907.50
09/26/2024	2422(A)	MAUK, JODI	1,807.70
09/26/2024	2433(A)	SMITH, SHANNON	1,807.70
09/26/2024	598256	CRAIG'S SIGNS	1,800.00
09/26/2024	598279	LAPEER COMMUNITY SCHOOLS	1,639.93
09/26/2024	598306	TOWN & COUNTRY POOLS, INC	1,408.50
09/26/2024	598265	FOCUS INSTRUCTIONAL SOLUTIONS, LLC	1,395.00
09/26/2024	598283	MARCO TECHNOLOGIES, LLC	1,195.92
09/26/2024	2427(A)	ON DUTY GEAR, LLC	1,158.88
09/26/2024	598285	MGS ELECTRIC INC.	1,080.00
09/26/2024	2434(A)	SZOTT FORD	1,029.64

09/26/2024	2435(A)	TAYLOR, SARAH	1,000.00
09/25/2024	2409(E)	U.S. BANK	971.74
09/26/2024	2425(A)	NORTH CENTRAL LABS	819.00
09/26/2024	598280	LAPEER FUEL VENTURES INC	800.00
09/26/2024	598308	VILLAGE PRINTING	775.00
09/26/2024	598245	BS & A SOFTWARE	750.00
09/26/2024	598254	CONSUMERS ENERGY COMPANY	750.00
09/26/2024	2411(A)	BURDICK STREET EQUIPMENT	745.96
09/26/2024	598239	ACTION MUNICIPAL SUPPLY, LLC	678.15
09/26/2024	2421(A)	K & R TRUCK SALES, INC.	654.08
09/26/2024	2413(A)	CRUISERS, INC	549.67
09/26/2024	2430(A)	RIGHT TOUCH LANDSCAPING INC	500.00
09/26/2024	598282	LEICA GEOSYSTEMS, INC.	489.60
09/26/2024	598241	AMERICAN PUBLIC WORKS ASSOC	447.00
09/26/2024	598296	PITNEY BOWES GLOBAL FINANCIAL	432.24
09/26/2024	598264	FENTON MEMORIALS & VAULTS, INC.	416.00
09/26/2024	2415(A)	EUROFINS ENVIRONMENT TESTING	400.00
09/26/2024	598293	OSCAR W LARSON COMPANY	400.00
09/26/2024	598304	STATE OF MICHIGAN	400.00
09/26/2024	2423(A)	MAURER'S TEXTILE RENTAL SERVICES	389.45
09/26/2024	598286	MICHIGAN CAT	359.86
09/26/2024	598249	CAPITOL SUPPLY & SERVICE, INC	300.00
09/26/2024	598275	KIWANIS CLUB OF LAPEER	300.00
09/26/2024	598247	BUSSURE, JEFFREY E	287.00
09/26/2024	2436(A)	WINDER POLICE EQUIPMENT INC	280.25
09/26/2024	598276	KOLVEK, LORI	270.57
09/26/2024	598251	CHARTER COMMUNICATIONS	250.00
09/26/2024	598298	RITTGERS, TIMOTHY	250.00
09/26/2024	598301	SIGMA TECHNOLOGIES	250.00
09/26/2024	2429(A)	PREIN & NEWHOF	240.00
09/26/2024	598307	TRW LANDSCAPES LLC	223.00
09/26/2024	2426(A)	NYE UNIFORM CO	204.57
09/26/2024	598252	CLARK BUILDERS, LLC	200.00
09/26/2024	598257	D & W AWNING & WINDOW CO	200.00
09/26/2024	598284	MCCRIMMON, STEVEN	200.00
09/26/2024	598292	OROW CONSTRUCTION	200.00
09/26/2024	598300	SERVPRO OF NORTHWEST GENESEE COUNTY	200.00
09/26/2024	598267	GLOBAL GREEN SERVICE GROUP	150.00
09/26/2024	598246	BSI PAVING	138.88
09/26/2024	598272	JAY'S SEPTIC	130.00
09/26/2024	598271	HIGHSTREET INS. SERV. GR LAKES, INC	128.00
09/26/2024	598268	GRAINGER	121.48
09/26/2024	2440(E)	INVOICE CLOUD	115.00
09/26/2024	598255	COUSINEAU, DANIEL J M	112.00
09/26/2024	598270	GROUP RESOURCES	112.00
09/26/2024	2432(A)	SHORELINE INVESTMENT SERV. INC.	108.95
09/26/2024	598238	A-1 MECHANICAL	100.00

09/26/2024	598248	C & L WARD BROS, CO	100.00
09/26/2024	598260	DISTRIBUTED POWER	100.00
09/26/2024	598261	ERIE CONSTRUCTION MID-WEST, INC	100.00
09/26/2024	598266	FOUNDATION SYSTEMS OF MICHIGAN	100.00
09/26/2024	598288	MICHIGAN HEATING COOLING & PLUMBING	100.00
09/26/2024	598289	MID THUMB SIGNS & LIGHTING SERVICE	100.00
09/26/2024	598295	PHILLIPS SIGN & LIGHTING INC.	100.00
09/26/2024	598297	PLUMB TECH	100.00
09/26/2024	598299	SERVE ELECTRIC	100.00
09/26/2024	598302	SIGNARAMA, FLINT	100.00
09/26/2024	598309	VORTEX HEATING & AIR CONDITIONING	100.00
09/26/2024	598243	BELL, JENNIFER	80.00
09/26/2024	598258	DARNELL, JOANN	80.00
09/26/2024	598244	BRADY, STEFAN	40.00
09/26/2024	598277	LAPEER CO REGISTER OF DEEDS	30.00
09/26/2024	2416(A)	FASTENAL COMPANY	16.26
09/26/2024	2424(A)	MILNES FORD INC	11.06
			<u>\$620,706.65</u>



ITEM G-1

To: Mike Womack, City Manager
From: Rodney Church, Director of Parks, Recreation & Cemetery
Date: September 23, 2024
RE: Purchase of new Cardio Fitness Equipment at the Community Center

STAFF RECOMMENDATION

To approve purchasing 8 new treadmills and 2 new recumbent ellipticals for a total price of \$44,260.

CURRENT OR NEW INFORMATION

Over the past two months the Community Center has worked with two commercial fitness equipment companies; providing treadmills for the patrons to demo. After compiling the feedback from patrons, it was determined that we would like to purchase four treadmills from each company. Both companies work with many other fitness centers throughout the state and offer similar products and pricing. We've worked with both companies in the past as well and are happy with their customer service and quality of equipment. The eight new treadmills will replace the existing eight treadmills that were purchased back in 2013. Typical life expectancy on commercial treadmills is 6-8 years. Since we have money left in our budget, we would also like to replace two of our other heavily used machines, recumbent ellipticals. Below is what we plan to purchase from each company:

All Pro / Fitness Things:

4 Life Fitness Aspire Treadmills w/ SL Basic Console @ \$5,625 ea. - \$22,500
2 True Fitness Apex Series Recumbent Ellipticals w/ Unite LED Console @ \$4,245 - \$8,490
Freight, Delivery, Installation - \$1,590
Trade-in of existing equipment - (\$4,200)
Total - \$28,380

Direct Fitness Solution:

4 PRECOR TRM 631 w/ P31 Console w/ advanced LED display @ \$4,295 - \$17,180
Trade-in of existing equipment - \$2,000
Install - \$700
Total - \$15,880

The total cost for the 10 new pieces of equipment is \$44,260 (\$45,000 budgeted) and will be paid for using TIFA 1 funding. The equipment was budgeted and approved as part of the Capital Improvement Program CIP#22918 for the current fiscal year.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

None.

AGENDA ITEM REVIEW

Meeting Date:	October 7, 2024	Date Reviewed:	September 30, 2024
Consent:			
Administrative:	X	Reviewed By:	City Clerk's Office
Public Hearing:			



Fitness Things
35539 Schoolcraft Rd.
Livonia MI 48150
United States

The Single Source Solution for
Fitness Equipment, Delivery,
Installation, and Service

City of Lapeer Recreation and Community Center
880 S. Saginaw
Lapeer MI 48446
United States

Quotation # 31219

Quotation Date:
08/21/2024

Expiration:
10/13/2024

Salesperson:
Jason Swekel 734-934-2859

Description	Quantity	Unit Price	Taxes	Amount
TREADMILLS				
[ASPT-SL-ALLXN-13] Life Fitness Aspire Treadmill w/SL Basic Console	4.000 Unit(s)	5,625.00	Government	\$ 22,500.00
[XC1-RA-35] True Fitness Apex Series Recumbent Elliptical	2.000 Unit(s)	3,695.00	Government	\$ 7,390.00
[CC6-LT0A] True Fitness Unite LED Console	2.000 Unit(s)	550.00	Government	\$ 1,100.00
			Subtotal	\$ 30,990.00
FREIGHT, DELIVERY, AND INSTALLATION				
[Commercial Installation] Commercial Installation (2 man/hr)	1.000 Hour(s)	990.00	Government	\$ 990.00
[Freight] Freight	1.000 Unit(s)	600.00	Government	\$ 600.00
			Subtotal	\$ 1,590.00
TRADE-IN OF EXISTING TREADMILLS				
[TRADE IN] TRADE IN	1.000 Unit(s)	-4,200.00	Government	\$ -4,200.00
<i>Trade-in consists of 4 Matrix Treadmills and 2 Sci-Fit Rex Recumbent Steppers</i>				
			Subtotal	\$ -4,200.00
Untaxed Amount				\$ 28,380.00
Taxes				\$ 0.00
Total				\$ 28,380.00

Payment terms: 30 Net Days

By receiving this invoice, the customer agrees the product and labor is completed to their satisfaction. The customer also agrees no damages at the installation site occurred. Following a 14 day grace period, past-due invoices will be assessed a 2% finance charge per month, including any additional collection fees associated in collecting the agreed amount. All credit cards may be subject to a 3% fee. Terms are available with the completion of a credit application and approved credit terms. Change orders or returns may result in a restocking fee of up to 25%.

LifeFitness

TREADMILL

ASPIRE CARDIO

ROOM TO RUN

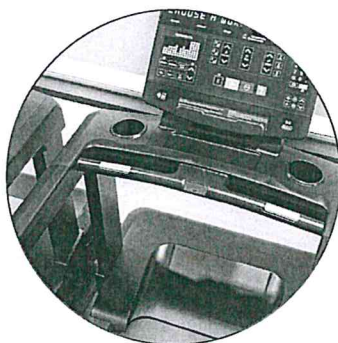
A streamlined all-purpose treadmill that keeps exercisers of all levels coming back. Aspire builds on the Life Fitness heritage of advanced biomechanics and is crafted with the reliability that Life Fitness cardio equipment is known for.

FEATURED:
Aspire Treadmill with
SL Console in Smooth Charcoal.



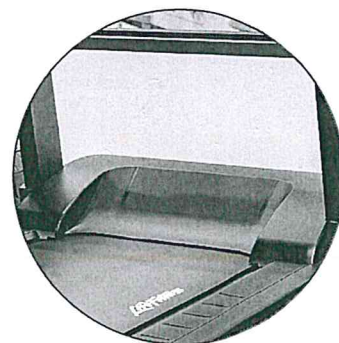
EXERCISER COMFORT

The Flex Deck® Shock Absorption System reduces impact on the joints for both runners and walkers. Thoughtful touches like a large accessory tray and cross handrail add plenty of running room.



INVITING DESIGN

Combines modern design with intuitive functionality. A sleek look and two color options allow fitness facilities to enhance their aesthetic while providing cardio equipment that appeals to both workout novices and veteran exercisers.



OPERATIONAL EFFICIENCY

Advanced engineering improves operational efficiency by simplifying interior mechanics, which makes maintenance easier and provides lasting value.

LifeFitness

ASPIRE TREADMILL

CONSOLE OPTIONS

Choose from the immersive experiences provided by the Discover SE4 Console or the get-on-and-go functionality of the SL Console.

DISCOVER SE4 CONSOLE

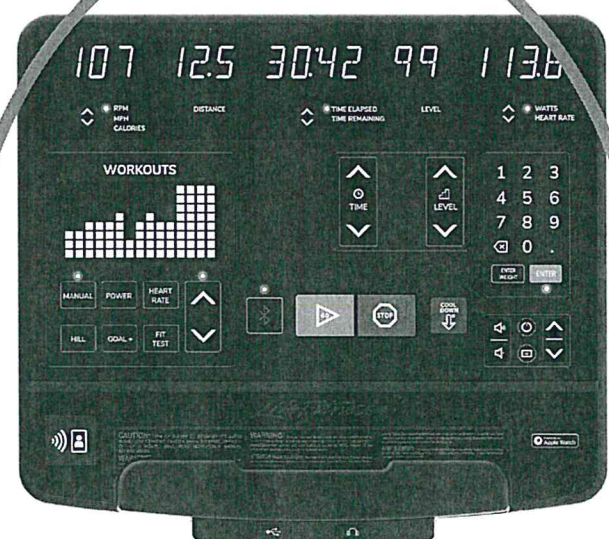


Immersive. A large, vivid screen captures the attention of exercisers and provides them with immersive workout experiences.

More workout experiences. SE4 provides seamless wearable connectivity, personalized app integrations, ample entertainment options, and access to more than 500 free Life Fitness™ On Demand experiences.

Custom content. SE4 gives fitness facilities the power to create custom-branded content.

SL CONSOLE



LED evolution. Includes advancements in exerciser interaction like Apple Watch® compatibility and Bluetooth® connection.

An LED with aesthetics. A fresh, modern look that's appealing in any setting.

Service is made easy. Facilities can set preventive maintenance metrics and be alerted with an on-console service notification.

ASPIRE TREADMILL

BASE FEATURES	
DX3™ Belt and Deck System (belt tracking system)	•
FlexDeck® 2.0 Shock Absorption System (8 Lifespring shock absorbers)	•
Speed Range	0.5 - 12.3 mph (0.8 - 19.3 km/h)
Rollers: 3.5" (9 cm) precision crowned steel rollers, front and back	•
Incline	0-15%
Motor System: 4-HP AC Continuous Duty (8-HP Peak Duty) Motor. Motor efficiency rated IE2 at 2-HP	•
Side handrails	20" (51 cm)
Molded-in cup holders	2
Integrated accessory tray	3.6" (9 cm) deep
FRAME	
Plastic lower side rails and end caps	•
Front wheels for easy mobility	•
Adjustment levelers for product stability	•
Quick-release removable shroud for simple serviceability	•
Robust paint (corrosion, stain, and chemical resistant coating)	•
Color options	Arctic Silver, Smooth Charcoal

TECHNICAL SPECIFICATIONS	
Running surface	22 x 60" (56 x 152 cm)
Step-up height	10" (25 cm)
Max user weight	400 lbs (181 kg)
Length	83.5" (212 cm)
Width	36" (92 cm)
Height	58" (147 cm)
Unit weight	375 lbs (170 kg)
POWER REQUIREMENTS	
All treadmills should be installed with a dedicated electrical circuit – line, neutral, ground (a single circuit breaker for each treadmill)	Consult the installation manual
120V, 20A or 230V, 10A (varies by country) outlet with dedicated line, neutral, ground wires and dedicated circuit breaker	
Japan: 100V, 20A or 200V, 10A outlet with dedicated line, neutral, ground wires and dedicated circuit breaker	
WARRANTY*	
Parts and Labor	3 Years
* Visit LifeFitness.com/warranties for full warranty details.	
PRODUCT MODEL/SKUS	
Discover SE4 Console	ASPT-SE424 (24") and ASPT-SE416 (16")
SL Console	ASPT-SL

LifeFitness.com

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LifeFitness

APEX RECUMBENT ELLIPTICAL

 **TRUE**

With its advanced and innovative design, the Apex Recumbent Elliptical allows users to reap the benefits of an elliptical workout while remaining seated. The recumbent seating reduces strain on the back and joints while also providing a low-impact workout, suitable for all ages and fitness levels.

FEATURES

- Comfortable Swivel Seat
- Step-through Design
- Upper/Lower Body Isolation
- PowerStroke Technology
- Active Seat Position for optimal comfort

SPECIFICATIONS

DIMENSIONS (L x W)
72" x 39" / 182cm x 98cm

STEP-UP HEIGHT
8" / 20.32cm

PRODUCT WEIGHT
339lbs / 154kg

COLOR
Matte Black

CONSOLE OPTIONS



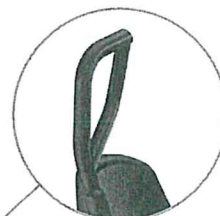
UNITE 16"
TOUCHSCREEN



UNITE 10"
TOUCHSCREEN



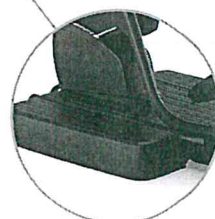
UNITE LED
CONSOLE



Multi-grip Handlebars



Comfortable Swivel Seat



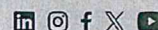
Side Steps



 **TRUE FITNESS**

PREMIUM COMMERCIAL FITNESS EQUIPMENT SINCE 1981

TRUEFITNESS.COM





APEX RECUMBENT ELLIPTICAL

TECHNICAL SPECIFICATIONS	Power Source	Self-Generating (100-220V required with non-LED consoles)
	Cord Length	12' / 3.7M
	Drive System	Front Drive
	Frame Construction	Robotically Welded Heavy-Gauge Steel
	Resistance Levels	30
	Pedals	Oversized Soft-Grip Pedals
	Swivel Seat	Yes
	Handlebar Design	Exercise Arms-Ergonomic Handles with moisture-resistant multi-grip
	Seat Height Adjustments	20
	Folding Armrests	Optional
	Stationary Footpegs	Yes
	Quick Access Control	Fingertip controls on stationary handles
	Upper Body Isolation	Yes
	Lower Body Isolation	Yes
	Total Body Workout	Yes
	Maximum Workload	40-600 watts
	Contact Heart Rate Monitoring	Yes
	Wireless Heart Rate Monitoring	Polar® Compatible Bluetooth
AVAILABLE CONSOLES	Unite 16", Unite 10", and Unite LED	
WORKOUTS	Unite 16" and Unite 10" Consoles	10K, 30 30, 5K, CALORIE GOAL, CARDIO CHALLENGE, DISTANCE GOAL, DRAW YOUR OWN, HALF MARATHON, HILL INTERVALS, HRC CRUISE CONTROL, LEG SHAPER, MMA, QUICK START, ROLLING HILLS, SINGLE HILL, TARGET HRC, TIME GOAL, VIRTUAL RIDE
	LED Console	10K, 30 30, 5K, CALORIE GOAL, CARDIO CHALLENGE, DISTANCE GOAL, HALF MARATHON, HILL INTERVALS, HRC CRUISE CONTROL, LEG SHAPER, MMA, QUICK START, ROLLING HILLS, SINGLE HILL, TARGET HRC, TIME GOAL
WORKOUT BOOSTERS	Unite 16", Unite 10", and LED Consoles	X-MODE, LEG PRESS, CHEST PRESS
SAFETY	Side Steps	Yes
	Step-Through Design	Yes
EXTRAS	Accessories	Water Bottle Holder, Accessory Tray, Reading Rack/Tablet Holder
PHYSICAL SPECIFICATIONS	Footprint	72" x 39" / 182cm x 98cm
	Machine Weight	339 lbs / 154 kg
	Shipping Weight	518 lbs / 235 kg
	Maximum User Weight	400 lbs / 181 kg
	Portability	2 Front Transport Wheels
WARRANTY	Frame	7 Years
	Parts	3 Years
	Labor	2 Years

Warranties outside the U.S. and Canada may vary - Please contact your dealer for details. Specifications subject to change without notice.



truefitness.com | 800.426.6570 | 636.272.7100

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REV E-3-2024

Customer Information

Sold To:

Lapeer Community Center
880 South Saginaw Street Attn: Accounts Payable
Lapeer, Michigan 48446

Ship To:

Lapeer Community Center
880 South Saginaw Street
Lapeer, Michigan 48446

Direct Fitness Sales Team:

Mark Kwiatkowski- Regional Sales Manager
Ph: (248) 755-5748
Fax: (847) 278-4588
markk@directfitnesssolutions.com

Billing Point of Contact:

Rodney Church
Ph: (810) 664-4431
rchurch@ci.lapeer.mi.us

Delivery Point of Contact:

Rodney Church
Ph: (810) 664-4431
rchurch@ci.lapeer.mi.us

Maureen Dascanio- Inside Sales
Ph: (847) 680-9300
Fax: (847) 278-4588
salesorders@directfitnesssolutions.com

CARDIO

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
4.00	PRE TRM 631.P31 (BG)	PRECOR TRM 631 Treadmill - P31 Console w/advanced LED display (PHRCT631BG301130EN) - Black Pearl		\$ 7,095.00	\$ 4,295.00	\$ 17,180.00

TRADE IN

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
4.00	TRADE CARDIO	DFS Trade-In Cardio	Matrix T5 (2013)	\$ 0.00	(\$ 500.00)	(\$ 2,000.00)

INSTALL

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	INSTALLATION	Product Installation		\$ 0.00	\$ 700.00	\$ 700.00

SubTotal	\$ 15,880.00
Estimated Tax	
Grand Total	\$ 15,880.00



600 Tower Road . Mundelein . IL 60060
Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00050630
Date: 9/9/2024
Expires: 10/9/2024

Notes

Price includes freight and installation

Quote: 00050630
 Date: 9/9/2024
 Expires: 10/9/2024

Terms & Conditions

PAYMENT TERMS:

PAYMENT IS DUE IN ADVANCE. Any other payment terms are subject to credit approval. Authorized purchase orders required for: Leases, Hospitals, Military, School Systems, Municipalities and Corporate Facilities. Proof of tax-exempt status required if applicable. Estimated sales tax - final tax will be billed at the time of shipment based on the prevailing rates.

ESTIMATED DELIVERY DATE:

Due to fluctuating supply chains, please check with your Regional Sales Manager to confirm a realistic lead time for your order.

DISCLAIMER:

No representation or statements and no warranties, expressed or implied, other than Manufacturers Warranty, arises apart from this quote concerning the above items except as stated in writing on this quote. All quotes are valid for 30 days.

TERMS AND CONDITIONS OF SALE:

Customer is responsible for the following on Entertainment, Cardio & Strength products: TV's with fixed or variable analog audio output jack and speaker off functions (if digital audio output, a converter will need to be purchased). Live cable and dedicated electrical to each TV/Personal Viewing Screen location prior to installation. Installation is not included unless specified. XTV receivers require a CSafe port for power or 110 VAC outlet per piece Confirmation of treadmill electrical requirements (dedicated 20amp branch circuit to each treadmill).

GC or Owner is responsible for the following: • Dumpster for all garbage. • HVAC system up and running prior and during installation with a room temperature of 70 degrees. • Moisture Test done on concrete slab. RH Test; must be at or below 85% RH or Stauf adhesive must be used • Levelness of concrete slab checked for high/low spots, control joints, expansion joints, no paint overspray on concrete slab, etc. • Any major prep work:(grinding, self-leveling, etc.) • All original lighting on during installation of rubber floor. No temporary lighting. • All Doors and electrical outlets that are in the ground need to be removed prior to removal of old flooring and placed back once the new floor is installed; Any doors that swing into room or electrical outlets that are recessed must be properly installed to account for flooring thickness • GC or Owner is responsible for protecting and washing the new installed sports rubber flooring.

One year installation Warranty.

Please note: Unless product is defective or the return is a direct result of a Direct Fitness Solutions error, a 10% restocking fee for all orders and a 20% restocking fee on all custom orders will be charged. All shipping and installation costs are nonrefundable.

Quote Acceptance:

These prices, specifications and conditions are satisfactory and are hereby accepted.

Payment Terms: Due Upon Receipt

Account Name: Lapeer Community Center

Print Name: _____

Signature: _____

Title: _____

Date: _____

Company Name: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____



600 Tower Road . Mundelein . IL 60060
Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00050630
Date: 9/9/2024
Expires: 10/9/2024

Email or Fax Signed Proposal To:

Maureen Dascanio
Inside Sales
Phone: (847) 680-9300
Fax: (847) 278-4588
salesorders@directfitnesssolutions.com

***Please include all applicable purchasing documents. If tax exempt please include exemption certificate.*

Delivery Information	
Requested Delivery Date: 7/8/2024	Payment Type: Purchase Order
Hours Available to Accept Delivery: 7am-7pm	Purchase Order #:
Ship Via: DFS Truck	Site Survey Date: 5/29/2024
Ship Via Other:	Floor Plan Included: No
Delivery Point of Contact Name: Rodney Church	Dimensions of Access Ways: 36"
Delivery Point of Contact Phone: (810) 664-4431	Stairs: No
Delivery Point of Contact Email: rchurch@ci.lapeer.mi.us	Elevator: No
Multiple Delivery Locations:	Color of Upholstery:
Locations:	Color of Frames:
Possible Delays in Delivery Time? No	Trade-In's? Yes
Delay Reasons:	Third Party Involved? No
	Third Party Purchase Order #:



ITEM G-2

To: City Commission
From: Mike Womack-City Manager
Date: September 11, 2024
RE: Amend Chapter 9 Housing § 9-66 and 9-67

STAFF RECOMMENDATION

Adopt an amendment to Chapter 9, Housing, Article IV Administration, Enforcement and Penalty, §9-66 and §9-67, of the General Ordinances of the City of Lapeer.

CURRENT OR NEW INFORMATION

Delete and remove §9-66 and modify §9-67 to read as presented.

The City's Building Department has had difficulty recently with a number of rental landlords who are unwilling or unable to cooperate with the City's rental inspection ordinance. The rental inspection ordinance is important for ensuring that the rentals our citizens live in are sanitary and safe and without its effective enforcement, unscrupulous landlords might take advantage of unsuspecting tenants. The City's rental ordinance presently makes non-compliance with the rental ordinance a criminal offense, as you know criminal offenses are treated very seriously and are complex and expensive to prosecute.

Due to the complexity and expense related to criminal prosecution, staff believe that we can more effectively enforce the rental inspection ordinances if the punishment for non-compliance is changed from criminal prosecution to a civil infraction, which is what these proposed changes accomplish. The proposed language being presented for change under 9-67 is identical to language in other ordinances and sets the punishment as a civil infraction as permitted under Chapter 62, Civil Infractions of the Code of Ordinances.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

The Commission has previously been informed on an informal basis of the City's desire to make this change, but this is the first time that it has been brought before the Commission on a formal basis.

AGENDA ITEM REVIEW

Meeting Date:	October 7, 2024	Date Reviewed:	September 11, 2024
Consent:		Reviewed By:	City Clerk's Office
Administrative:	X		
Public Hearing:			

CITY OF LAPEER
LAPEER COUNTY, MICHIGAN

Ordinance #:2024-07

An ordinance to amend City of Lapeer housing ordinance by amending Chapter 9 Housing, Article IV Administration, Enforcement and Penalty, § 9-66 to § 9-67.

THE CITY OF LAPEER, LAPEER COUNTY, MICHIGAN ORDAINS:

ARTICLE I.

That § 9-66 Delaying or terminating prosecution, of the Lapeer Code of Ordinances is deleted and removed entirely:

~~§ 9-66 Delaying or terminating prosecution.~~

~~Nothing in this article shall delay or be cause for terminating the criminal prosecution of a responsible party for violation of this Housing Ordinance.~~

ARTICLE II.

That § 9-67 Violations and penalties, of the Lapeer Code of Ordinances, is modified to read in its entirety as follows:

§ 9-67 Violations and penalties. Except as otherwise provided in other sections or articles of this chapter, a violation of any section, article or provision shall be considered a civil infraction and subject to the provisions of Chapter 62, Civil Infractions, of the Code of the City of Lapeer.

ARTICLE IV. SEVERABILITY

This ordinance and its various articles, paragraphs and clauses thereof are hereby declared to be severable. If any article, paragraph or clause is adjudged unconstitutional or invalid, the remainder of this amendatory ordinance shall not be affected thereby.

ARTICLE V. CONFLICT

All ordinances and provisions of ordinances of the City of Lapeer in conflict herewith are hereby repealed.

ARTICLE VI. ADOPTION

This amendatory ordinance shall be published as required by law and shall take effect 7 days after publication.

CERTIFICATION

The foregoing ordinance is hereby certified to be the authentic record of the ordinance which was duly adopted by the City Commission of the City of Lapeer on the [REDACTED] 2024, and published on the [REDACTED], 2024.

YEAS:

NAYS:

ABSENT:

STATE OF MICHIGAN)) SS
COUNTY OF LAPEER)

I, the undersigned, the fully qualified and acting Clerk of the City of Lapeer, Lapeer County, Michigan, do hereby certify that the foregoing is a true and complete Copy of an ordinance adopted at a regular meeting of the City Commission of the City of Lapeer, Michigan, held on the _____, 2024, the original of said meeting was given to and in compliance with Act 267, Public Acts of Michigan, 1976.

I further certify that on the _____, 2024, I caused a notice of such adoption to be published in the County Press, a newspaper circulated in the City of Lapeer, and that said Ordinance and the record of publication was duly recorded in the Municipal Code of the City of Lapeer and is available for public use and inspection at the offices of the City of Lapeer Clerk.

IN WITNESS WHEREOF, I have hereunto fixed my official signature on this _____, 2024.

Romana Sanchez, Clerk
City of Lapeer

§ 9-66. Delaying or terminating prosecution.

Nothing in this article shall delay or be cause for terminating the criminal prosecution of a responsible party for violation of this Housing Ordinance.

§ 9-67. Violations and penalties.

Whoever violates or fails to comply with any such provision shall be fined not more than \$500 or imprisoned not more than 90 days, or both, for each offense. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues, unless otherwise provided.



ITEM G-3

To: City Commission
From: Mike Womack-City Manager
Date: September 24, 2024
RE: Amend Chapter 38 Blight § 38-5 Violations and penalties

STAFF RECOMMENDATION

Introduce an amendment to Chapter 38, Blight, § 38-5 Violations and penalties, of the General Ordinances of the City of Lapeer.

CURRENT OR NEW INFORMATION

Modify §38-5 Violations and penalties to read as presented.

Following the last Commission meeting, staff identified several ordinances that currently make their penalty a criminal offense, as explained at that meeting, staff believe that changing that criminal offense to a municipal civil infraction is better overall for the enforcement of the blight ordinance.

Due to the complexity and expense related to criminal prosecution, staff believe that we can more effectively enforce the blight ordinances if the punishment for non-compliance is changed from criminal prosecution to a civil infraction, which is what these proposed changes accomplish. The proposed language being presented for change under 38-5 is identical to language in other ordinances and sets the punishment as a municipal civil infraction as permitted under Chapter 62, Civil Infractions of the Code of Ordinances.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

The Commission has previously been informed on an informal basis of the City's desire to make this change, but this is the first time that it has been brought before the Commission on a formal basis.

AGENDA ITEM REVIEW

Meeting Date:	October 7, 2024	Date Reviewed:	September 30, 2024
Consent:		Reviewed By:	City Clerk's Office
Administrative:	X		
Public Hearing:			

CITY OF LAPEER
LAPEER COUNTY, MICHIGAN

Ordinance #: 2024-04

An ordinance to amend the City of Lapeer blight ordinance by amending Chapter 38 Blight, § 38-5 Violations and penalties.

THE CITY OF LAPEER, LAPEER COUNTY, MICHIGAN ORDAINS:

ARTICLE I. Body of text amendment

That § 38-5 Violations and penalties, of the Lapeer Code of Ordinances, is modified to read in its entirety as follows:

§ 38-5 Violations and penalties. Except as otherwise provided in other sections or articles of this chapter, a violation of any section, article or provision shall be considered a municipal civil infraction and subject to the provisions of Chapter 62, Civil Infractions, of the Code of the City of Lapeer.

ARTICLE II. SEVERABILITY

This ordinance and its various articles, paragraphs and clauses thereof are hereby declared to be severable. If any article, paragraph or clause is adjudged unconstitutional or invalid, the remainder of this amendatory ordinance shall not be affected thereby.

ARTICLE III. CONFLICT

All ordinances and provisions of ordinances of the City of Lapeer in conflict herewith are hereby repealed.

ARTICLE IV ADOPTION

This amendatory ordinance shall be published as required by law and shall take effect 7 days after publication.

CERTIFICATION

The foregoing ordinance is hereby certified to be the authentic record of the ordinance which was duly adopted by the City Commission of the City of Lapeer on the [REDACTED] 2024 and published on the [REDACTED], 2024.

YEAS:

NAYS:

ABSENT:

STATE OF MICHIGAN)) SS
COUNTY OF LAPEER)

I, the undersigned, the fully qualified and acting Clerk of the City of Lapeer, Lapeer County, Michigan, do hereby certify that the foregoing is a true and complete Copy of an ordinance adopted at a regular meeting of the City Commission of the City of Lapeer, Michigan, held on the [REDACTED], 2024, the original of said meeting was given to and in compliance with Act 267, Public Acts of Michigan, 1976.

I further certify that on the [REDACTED], 2024, I caused a notice of such adoption to be published in the County Press, a newspaper circulated in the City of Lapeer, and that said Ordinance and the record of publication was duly recorded in the Municipal Code of the City of Lapeer and is available for public use and inspection at the offices of the City of Lapeer Clerk.

IN WITNESS WHEREOF, I have hereunto fixed my official signature on this [REDACTED], 2024.

Romana Sanchez, City Clerk
City of Lapeer

§ 38-5. Violations and penalties.

Failure to comply with the notice given by the enforcement officer within the time allowed shall be punishable, upon conviction, by a fine of not more than \$500 or by imprisonment of not more than 90 days, or by both such fine and imprisonment, in the discretion of the court.



ITEM G-4

To: City Commission
From: Mike Womack-City Manager
Date: September 24, 2024
RE: Amend Chapter 59 Business Registration § 59-9 Violations and penalties

STAFF RECOMMENDATION

Introduce an amendment to Chapter 59 Business Registration § 59-9 Violations and penalties, of the General Ordinances of the City of Lapeer.

CURRENT OR NEW INFORMATION

Modify § 59-9 Violations and penalties to read as presented.

Following the last Commission meeting, staff identified several ordinances that currently make their penalty a criminal offense, as explained at that meeting, staff believe that changing that criminal offense to a municipal civil infraction is better overall for the enforcement of the business registration ordinance.

Due to the complexity and expense related to criminal prosecution, staff believe that we can more effectively enforce the business registration ordinances if the punishment for non-compliance is changed from criminal prosecution to a civil infraction, which is what these proposed changes accomplish. The proposed language being presented for change under Ord. 59-9 is identical to language in other ordinances and sets the punishment as a municipal civil infraction as permitted under Chapter 62, Civil Infractions of the Code of Ordinances.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

The Commission has previously been informed on an informal basis of the City's desire to make this change, but this is the first time that it has been brought before the Commission on a formal basis.

AGENDA ITEM REVIEW

Meeting Date:	October 7, 2024	Date Reviewed:	September 30, 2024
Consent:		Reviewed By:	City Clerk's Office
Administrative:	X		
Public Hearing:			

CITY OF LAPEER
LAPEER COUNTY, MICHIGAN

Ordinance #: 2024-05

An ordinance to amend City of Lapeer business registration ordinance by amending Chapter 59 Business Registration, § 59-9 Violations and penalties.

THE CITY OF LAPEER, LAPEER COUNTY, MICHIGAN ORDAINS:

ARTICLE I. Body of text amendment

That § 59-9 Violations and penalties, of the Lapeer Code of Ordinances, is modified to read in its entirety as follows:

§ 59-9 Violations and penalties. Except as otherwise provided in other sections or articles of this chapter, a violation of any section, article or provision shall be considered a municipal civil infraction and subject to the provisions of Chapter 62, Civil Infractions, of the Code of the City of Lapeer.

ARTICLE II. SEVERABILITY

This ordinance and its various articles, paragraphs and clauses thereof are hereby declared to be severable. If any article, paragraph or clause is adjudged unconstitutional or invalid, the remainder of this amendatory ordinance shall not be affected thereby.

ARTICLE III. CONFLICT

All ordinances and provisions of ordinances of the City of Lapeer in conflict herewith are hereby repealed.

ARTICLE IV ADOPTION

This amendatory ordinance shall be published as required by law and shall take effect 7 days after publication.

CERTIFICATION

The foregoing ordinance is hereby certified to be the authentic record of the ordinance which was duly adopted by the City Commission of the City of Lapeer on the [REDACTED] 2024, and published on the [REDACTED], 2024.

YEAS:

NAYS:

ABSENT:

STATE OF MICHIGAN)) SS
COUNTY OF LAPEER)

I, the undersigned, the fully qualified and acting Clerk of the City of Lapeer, Lapeer County, Michigan, do hereby certify that the foregoing is a true and complete Copy of an ordinance adopted at a regular meeting of the City Commission of the City of Lapeer, Michigan, held on the [REDACTED], 2024, the original of said meeting was given to and in compliance with Act 267, Public Acts of Michigan, 1976.

I further certify that on the [REDACTED], 2024, I caused a notice of such adoption to be published in the County Press, a newspaper circulated in the City of Lapeer, and that said Ordinance and the record of publication was duly recorded in the Municipal Code of the City of Lapeer and is available for public use and inspection at the offices of the City of Lapeer Clerk.

IN WITNESS WHEREOF, I have hereunto fixed my official signature on this [REDACTED], 2024.

Romana Sanchez, Clerk
City of Lapeer

§ 59-9. Violations and penalties.

Any person who shall violate any of the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than \$500 and/or imprisonment for not more than 90 days, or both such fine and imprisonment, and any other relief that may be imposed by the court.



ITEM G-5

To: Lapeer City Commission
From: Alex Hritcu, Planning Consultant
Date: September 17, 2024
RE: Rezoning – 3301 Davison Road (Former Polar Palace Ice Arena)
I-1 Industrial to B-2 General Business

STAFF RECOMMENDATION

Please introduce an Ordinance Amendment to rezone the property known as 3301 Davison Road (Parcel #L20-83-321-040-00) from I-1 Industrial to B-2 General Business.

CURRENT OR NEW INFORMATION

On September 12, 2024, the Planning Commission held a public hearing to consider a request from Hani Kassab Jr. of 3301 Davison Road LLC to rezone the former Polar Palace ice arena & Louie's Sports Tavern property located at 3301 Davison Road from I-1 Industrial to B-2 General Business. The applicant has indicated the rezoning is being requested in order to utilize the property for a Sports/Community Center/Commercial Retail use.

The Planning Commission recommended approval due to the request meeting Standard 1 of Section 7-23.06(b) finding that it is in compliance with the Master Plan. Please see attached excerpt of the draft minutes of the September 12, 2024 Planning Commission meeting. Also attached is the memo of staff findings to the Planning Commission analyzing the request.

Attachments

AGENDA ITEM REVIEW

Meeting Date: October 7, 2024

Date Reviewed: September 30, 2024

Consent:

Administrative: X

Reviewed By: City Clerk's Office

Public Hearing:

Ordinance No. 2024-08

At a regular meeting of the Lapeer City Commission on Monday, October 21, 2024, at 6:30 p.m. in the Lapeer City Commission Chambers of Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan, Commissioner _____ introduced the following amendment to Chapter 7 (Zoning) of the General Ordinances of the City of Lapeer.

THE CITY OF LAPEER ORDAINS:

ARTICLE 7.02 MAPPED DISTRICTS 7.02.02 District Boundaries

(a) Zoning District Amendments

(38) The following described property formerly zoned I-1 Industrial is hereby rezoned to B-2 General Business:

- 3301 Davison Road (Parcel #L20-83-321-040-00)

Introduced:

Published:

Adopted:

Published:

Effective:

Ordinance Effective Date: After adoption, ordinance shall take effect 7 days after publication, unless given immediate effect by City Commission.

**CITY OF LAPEER
MINUTES OF A REGULAR
PLANNING COMMISSION MEETING
SEPTEMBER 12, 2024**



DRAFT

A regular meeting of the City of Lapeer Planning Commission was held at 6:30 p.m. on Thursday, September 12, 2024 at Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan.

Members Present: Vice Chair Austin Kelly and Commissioners Mike Womack, Debbie Marquardt, Catherine Bostick-Tullius, Doug Roberts and Marty Johnson.

Members Absent: Commissioner Josh Atwood.

Also Present: Rowe Professional Services Company Planning Consultant Alex Hritcu and Recording Secretary Kimberly Hodge.

Vice Chair Kelly called the meeting to order at 6:30 p.m.

AGENDA APPROVAL

214	2024	9-12	Agenda Approval
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Motion by Bostick-Tullius. Seconded by Marquardt.

To approve the agenda for the September 12, 2024 meeting.

Ayes: Commissioners Kelly, Womack, Marquardt, Bostick-Tullius, Roberts and Johnson.

Nays: None.

Absent: Commissioner Atwood.

MOTION CARRIED.

MINUTES

215	2024	9-12	Meeting Minutes
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Motion by Marquardt. Seconded by Roberts.

Approve the minutes of the regular meeting held on August 8, 2024 and the joint meeting held on August 12, 2024 as presented.

Ayes: Commissioners Kelly, Womack, Marquardt, Bostick-Tullius, Roberts and Johnson.

Nays: None.

Absent: Commissioner Atwood.

MOTION CARRIED.

PUBLIC COMMENTS

There were no public comments at this time.

PUBLIC HEARING SCHEDULED

Rezoning – 3301 Davison Road – I-1 Industrial to B-2 General Business

Consultant Hritcu reviewed the request received from Hani Kassab Jr. to rezone 3301 Davison Road (Parcel #L20-83-321-040-00) from I-1 Industrial to B-2 General Business stating the property is the location of the former Polar Palace ice arena and Louie's Sports Tavern. Hritcu reviewed the site location, aerial photos, the Master Plan Future Land Use designation of Commercial – General Business and the applicant's current intention to utilize the property for a Sports/Community Center/Commercial Retail facility. Hritcu reviewed the standards of approval and staff findings related to the request.



Vice Chair Kelly opened the public hearing at 6:34 p.m.

There being no comments, the public hearing was closed.

Discussion was held on the fact the rezoning request does not require a site plan, the request meeting the Master Plan Future Land Use designation, the applicant's current intention for use of the property and the previous rezoning of the property by the former owner from B-2 General Business to I-1 Industrial.

216 2024 9-12 Rezoning – 3301 Davison Rd. – I-1 to B-2

Motion by Bostick-Tullius. Seconded by Womack.

To recommend the City Commission approve the rezoning requested by Hani Kassab, of Parcel #L20-83-321-040-00 located at 3301 Davison Road from I-1 Industrial to B-2 General Business because the request meets Standard 1 in Section 7.26.03.(b) for the approval of a rezoning.

Ayes: Commissioners Kelly, Womack, Marquardt, Bostick-Tullius, Roberts and Johnson.

Nays: None.

Absent: Commissioner Atwood.

MOTION CARRIED.

SITE PLAN REVIEWS

Lapeer Cultivation (Fresh Water Gardens) John Conley Dr.–Parcel #L20-83-358-030-00

Consultant Hritcu reviewed the site plan received from Richard Swaine for construction of Lapeer Cultivation (Fresh Water Gardens) a 11,480 sq. ft. industrial building on a portion of Parcel #L20-83-358-030-00 located on John Conley Drive. Hritcu reviewed the I-2 Planning Industrial zoned site location, aerial photos and the proposed site plan including the truck turning plan, site lighting plan, storm water management plan, landscaping plan, exterior building materials and design plan and the intention to utilize the facility as a marihuana grow operation.

Hritcu summarized outstanding issues of the proposed plan including ownership, hours of operation, security plan, approved tree species, waste disposal plan, mechanical equipment screening, the required property purchase and lot split and various Fire Department, Department of Public Works, storm water and sanitary sewer utility requirements. Hritcu also reviewed the standards of approval for the site plan.

James McNelis of Stucky Vitale Architects stated the applicants are willing to address and comply with all staff review requirements, that the hours of operation are planned for 7:00 a.m. to 11:00 p.m., that the previously submitted security plan has not changed, that Red Maple trees will be replaced with an approved tree species, that no dumpster is planned due to the plan to handle waste disposal internally and that mechanical equipment will be screened with a higher landscaping material.

Discussion was held on the project being an alternative location for the previous site on W. Genesee Street, setbacks from the proposed property lines and the requirement to meet all setbacks once the property is split.

Kevin Heffernan of Stonefield Engineering summarized the reasons for the proposed north and west building setbacks which include visibility and utility distance issues, site topography and efforts to maintain the natural wooded areas on the site.



Memorandum

To: City of Lapeer, Planning Commission
From: Alex Hritcu, Planning Consultant
Date: September 5, 2024
RE: **Rezoning Request** – 3301 Davison Road – Parcel #L20-83-321-040-00
I-1 Industrial to B-2 General Business

The subject parcel, 3301 Davison Road Parcel #L20-83-3210040-00, is proposed to be rezoned by owner Hani Kassab for a proposed youth sports center/community center with retail shops. The subject property is currently zoned I-1 Industrial. This was formerly the site of the “Polar Palace” ice skating rink and “Louie’s Sports Tavern.”

In 2019, this parcel was rezoned from B-2 to I-1 by Eric Burrough with the intent of occupying the structure as an industrial use.

STANDARDS

To grant approval of the rezoning one of the following must be found true per Section 7.23.06.(b):

(1) The requested amendment is in compliance with the City Master Plan or that a mistake in the plan or changes in conditions or City policy have occurred that are relevant to the request. If the Planning Commission recommends approval of a request that is not in compliance with the current plan due to a mistake or change in conditions or policy, it shall immediately initiate an amendment to the plan to address the identified mistake or change.

(2) The property cannot be reasonably used as it is currently zoned and the proposed request represents the most suitable alternative zoning classification based on the City Master Plan.

APPLICANT’S RESPONSE

The applicant’s reason for requesting the rezoning is referenced below and included in the application:

“Commercial Retail Sports/Community Center.” No concept plan was included for the site.

STAFF FINDINGS

The subject property is located just East of the Lake Nepessing Rd. / Davison Rd. roundabout as shown in the aerial map on page #3 of this memo. Surrounding the subject property to the North is B-2 and R-2 zoning (Rolling Hills Golf Course). To the East is B-2 zoning (Liberty Medical Center a variety of small doctors’ offices). To the West, is B-2 zoning (vacant land). To the South is B-2 zoning (vacant land).

City of Lapeer

Page 2

The requested amendment is in direct compliance with the City's Master Plan. The City Future Land Use Map, located on page #5, shows this area classified as "Commercial – General Business."

Additionally, the B-2 zoning classification allows for a wider variety of permitted uses compared to the I-1 district. The B-2 zoning classification will allow the applicant to turn the existing 80,000 sq. ft. structure into a mixed-use space.

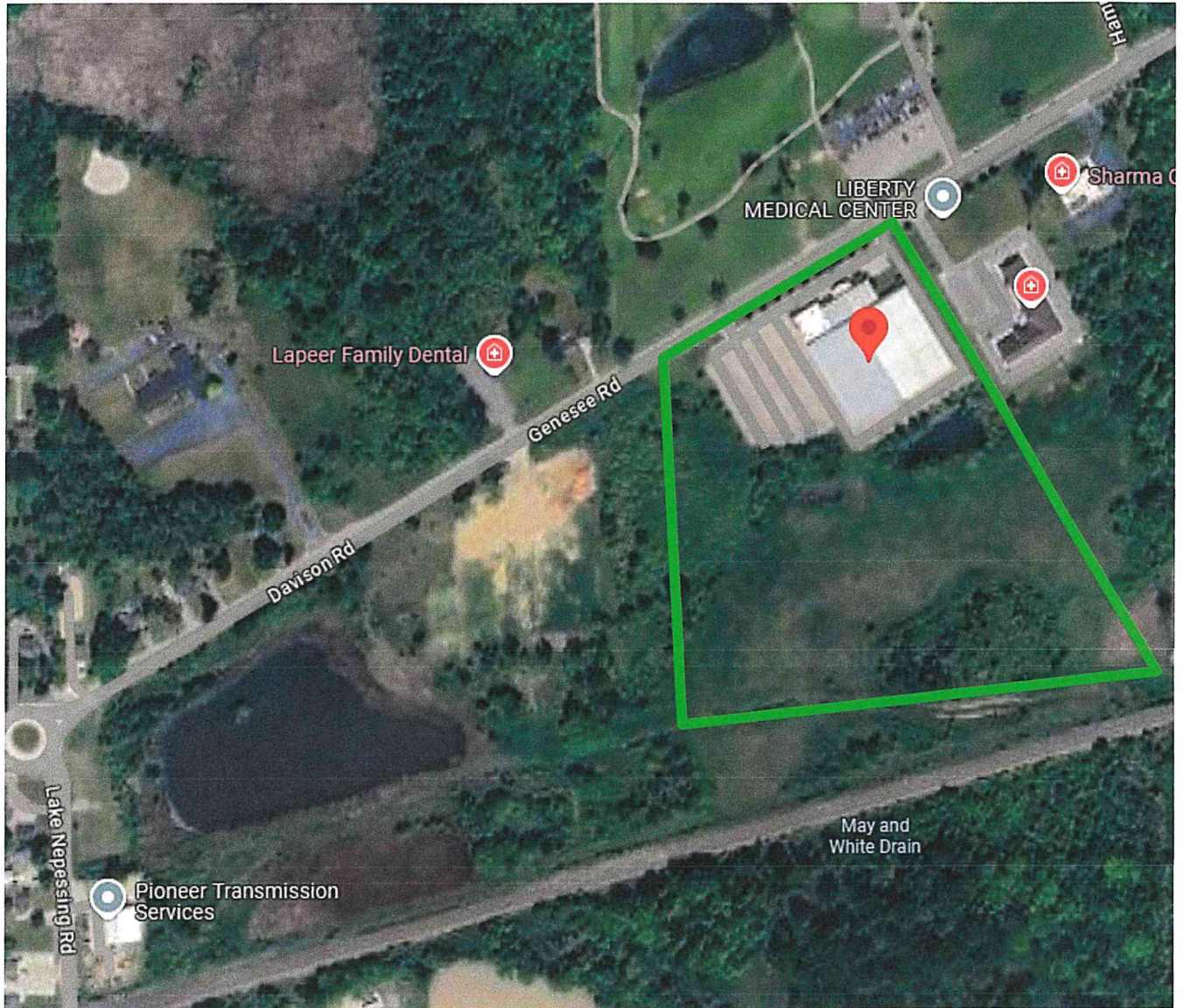
RECOMMENDATIONS

The proposed rezoning from I-1 to B-2 is consistent with the City's Master Plan. Staff recommends that the Planning Commission recommend approval to the City Commission for the rezoning of 3301 Davison Rd. (Parcel #L20-83-321-040-00) from I-1 Industrial to B-2 General Business because it meets Standard 1 in Sec. 7.23.06.(b).

L:\PLANNING COMMISSION & FULL SITE PLAN REVIEWS\PC Rezoning Applications\Polar Palace #2 - Kassab - 3301 Davison - Sept 2024\Rezoning Memo - Polar Palace #2 - 3301 Davison.docx

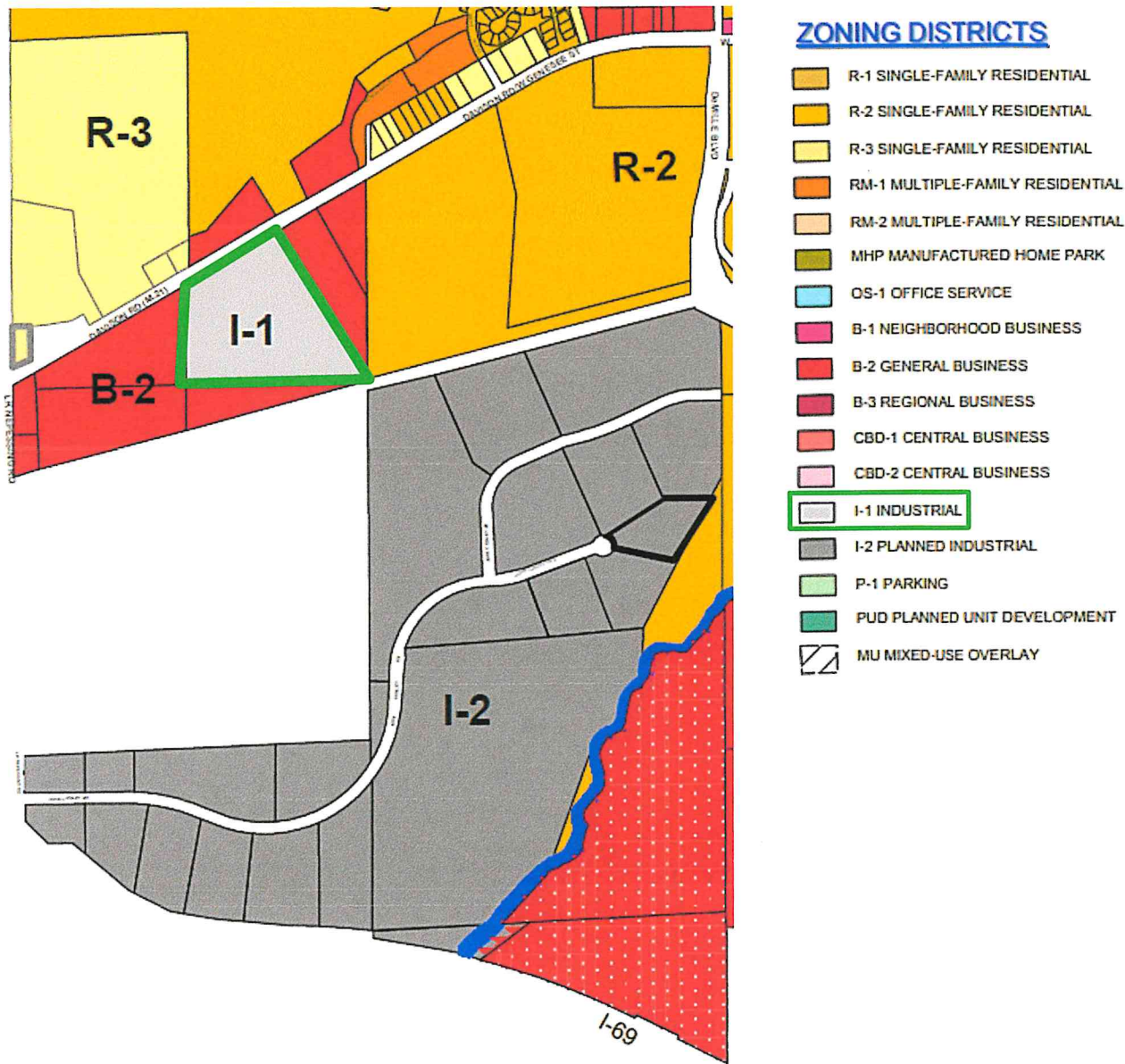
REFERENCE MATERIAL

Aerial Map

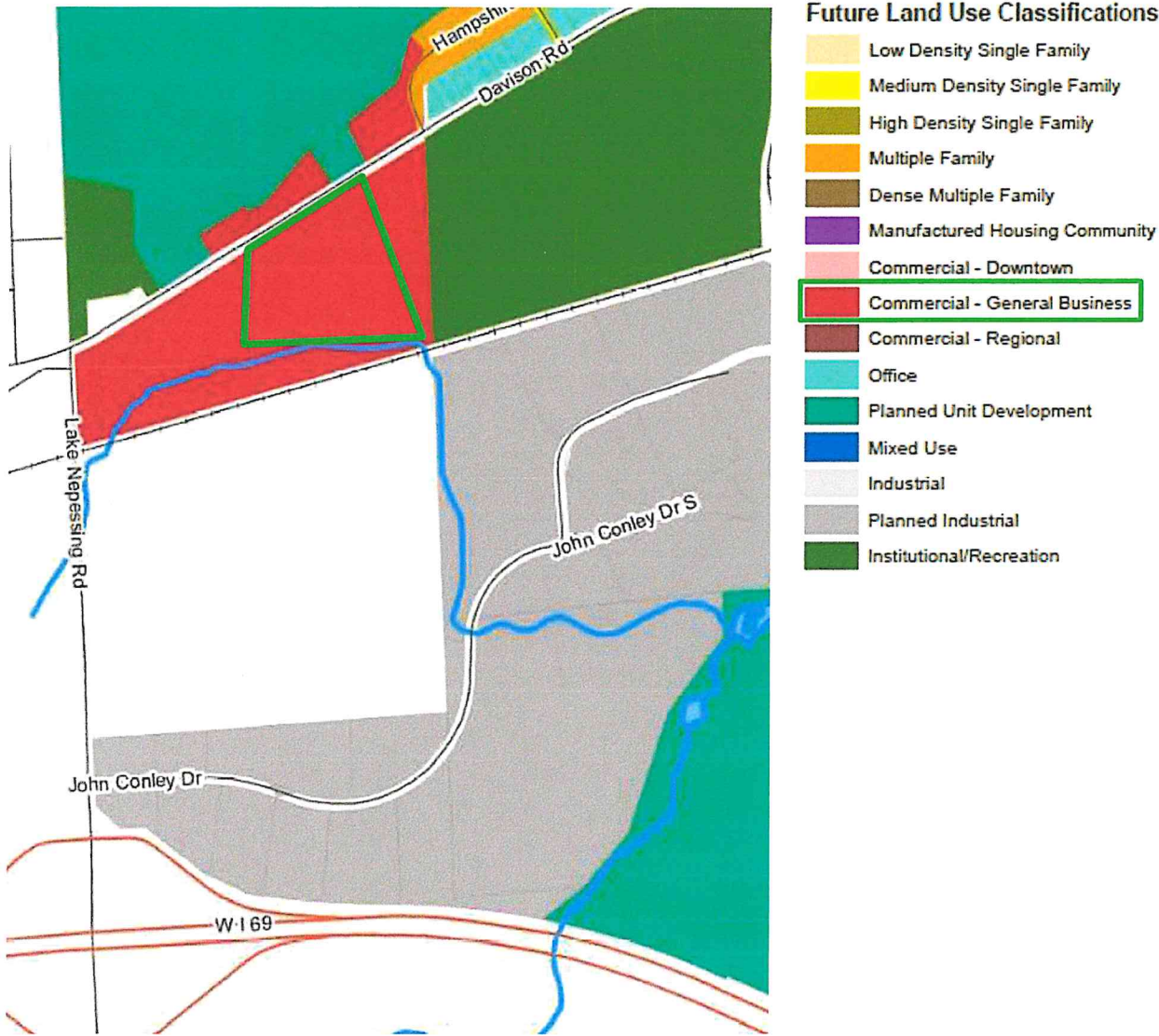


Key: = Approximate Boundary Lines

Current City of Lapeer Zoning Map



Current Future Land Use Map





ITEM G-6

To: Mike Womack, City Manager
From: Rodney Church, Director of Parks, Recreation & Cemetery
Date: September 30, 2024
RE: Approve hiring Whitewater to design and build new waterslide & staircase at the Lapeer Community Center

STAFF RECOMMENDATION

Approve Whitewater's proposal to design and build a new water slide and staircase tower at the Lapeer Community Center, and authorize the Director of Parks, Recreation & Cemetery to sign all agreements.

CURRENT OR NEW INFORMATION

The current condition of the waterslide staircase is beyond repair. We have been performing regular annual maintenance on the staircase to keep it safe for patrons to use. Not only is it becoming unsafe, but it is also an eyesore. Prior to covid at one of our annual state inspections it was determined we need to start looking into replacing the staircase. Staff has been working on this project for about four years and has conducted many hours of research and background on companies to build us a new slide and staircase tower. There are two main manufacturers for this kind of work in the country and we received proposals from both. Both companies work with water parks and other municipalities all throughout the globe. Whitewater is the company that originally built and installed our current slide and staircase tower back in 1995. As you can imagine over the course of 30 years technology and the way slides and staircases are built are much more advanced and durable. While conducting the research, it seemed to make more sense for us to also include a new waterslide, as opposed to "rehabbing" the current one. Included in the packet are both proposals, in addition to photos of the current slide and staircase tower. Below are the highlights of each proposal:

Whitewater - \$206,994

- Price includes design/engineering, equipment supply, demolition, and full installation of both the slide and staircase towers.
- Price does not include the disposal of the old slide and staircase tower, concrete work on the pool deck/footings, NDT Testing, and a site survey. These items are an additional cost to the city; current estimate for those additional scope items is around \$15,000.

Splashtacular - \$199,000

- Price includes design/engineering, equipment supply, demolition, disposal, and full installation of both the slide and staircase towers.
- Price does not include concrete work on the pool deck/footings, NDT Testing, and a site survey. These items are an additional cost to the city; current estimate for those additional scope items is around \$14,000.

The biggest difference between two companies is the way they plan to mount the towers. Whitewater plans to use the existing slide footings and pour new footings for the staircase tower. Splashtacular also plans use the existing slide footings but plans to mount the staircase tower directly to the pool deck. As you can see from the proposals Whitewater put together a much more elaborate proposal and met with staff to explain exactly what they plan to do in detail. Splashtacular did not do that. Both companies plan to install a steel framed fiberglass staircase that would be slotted allowing for the water to drain properly. The current staircase is steel framed with poured in place concrete steps, which doesn't allow for the water to drain at all causing us all sorts of issues over the years.

Although Whitewater’s proposal is slightly higher, we feel as a staff that we are more comfortable working with them compared to Splashtacular due the prior relationship and how informative and organized they have been during the process so far.

The project will be an 8–10-month process from the time we sign the proposal; we are hoping to start demolition and wrap up the project in August/September 2025 and it could take up to 3-4 weeks to complete. The entire project will be paid for out of the donation we received during the FY 24/25 budget. The project has been approved as part of the 24/25 Capital Improvement program CIP#91760.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

AGENDA ITEM REVIEW

Meeting Date:	October 7, 2024	Date Reviewed:	September 30, 2024
Consent:			
Administrative:	X	Reviewed By:	City Clerk’s Office
Public Hearing:			





















Lapeer Slide and Tower Replacement

Lapeer Community Center

Lapeer, MI, USA

47046-5

September 12, 2024



WHITEWATER.

EST. 1980

This document contains a formal quotation valid for 30 days from the date issued. When signed by both parties this quotation forms a legally binding contract that guarantees the success of your project by utilizing only the best design and products available.

Parties	1
Specific Terms and Conditions	2
1. Abbreviated Scope of Work.....	2
2. Delivery, Transfer of Risk and Ownership of the Equipment.....	3
3. Purchase Price	4
4. Payment Terms.....	4
5. Estimated Schedule of Delivery and Completion	5
General Terms and Conditions.....	5
Execution and Acceptance	12
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Appendix 2 Equipment Supply Services - Specifications	16
Appendix 3 On-Site Services - Specifications	20
Appendix 4 Indicative Preliminary Design included	24
Appendix 5 Preliminary Schedule	25
Appendix 6 Insurance.....	27

The appendices listed above are made part of this contract and together represent the full extent of the agreement. In case of conflict between the contract herein and any other referenced documents, the contract takes precedence.

Parties

This contract is made on the latest date of signing by both parties, between:

The seller, WhiteWater West Industries Ltd. (WhiteWater)

With registered office at:

180-6651 FRASERWOOD PL
RICHMOND BC V6W 1J3
Tel: +1.604.273.1068 • Fax: +1.604.273.4518

A British Columbia corporation with incorporation number BC1238701 and a resident of Canada for income tax purpose with registration number 10567 3271 RC0002.

Formal notices to be addressed to the attention of:

Luc Benac, Director Legal & Risk Management (luc.benac@WhiteWaterwest.com)

AND

The purchaser,

(Purchaser)

With registered office at:

.....
.....
.....

A corporation with incorporation number and
a resident of for income tax purpose with registration number

Formal notices to be addressed to the attention of:

..... (..... @)

Site Address at:

.....
.....
.....

END OF SECTION

Specific Terms and Conditions

1. Abbreviated Scope of Work

Included in the scope of this proposal or contract are the following Products and Services:

PRODUCTS	As per drawing
Slide & Tower Replacement	47046 SK-10

STEEL ADDITIONS	Steel Finish	Notes & Specifications
☒ Start tower(s) for slides	Painted	
☒ Slide supports	Painted	

ON-SITE SERVICES	Number of man-days	Notes
☒ Installation of Equipment		Non-Prevailing Wages ¹
☒ Installation Advisory	Included	based on a seven day workweek ¹
☒ Ride Commissioning		based on a seven day workweek ¹

For further information please refer to Appendices for Specifications.

Notes:

¹ Duration and price are based on a seven-day workweek and assume continuous working conditions without major interruption. In case compliance with local labor laws or safety procedures on site - whichever is the more stringent – prevents a seven-day workweek, in consultation with Purchaser, schedule and price will be adjusted to reflect such compliance.

2. Delivery, Transfer of Risk and Ownership of the Equipment

Delivery of the equipment; transfer of risk, transfer of ownership and responsibility of WhiteWater and Purchaser strictly follow Incoterms (2020) or as might be specified, amended or clarified below:

DDP - Delivered Duty Paid (Place of Destination) as strictly defined under Incoterms (2020)

- Delivery, transfer of risk and ownership take place when the equipment is placed at the disposal of the Purchaser ready for unloading from the mean of transportation at the named place of destination.
- Purchaser is responsible for unloading the equipment on site except that when WhiteWater is responsible for the installation of the equipment, WhiteWater will unload the equipment as part of keeping the chain of custody.
- WhiteWater is responsible for export and import clearance as a non-resident Importer Of Record, but Purchaser must provide to WhiteWater is Employer Identification Number registered with US Customs and Border Protection (WhiteWater can help if such filing is required for Purchaser)
- WhiteWater is responsible for insurance against the risk of loss or damage during the carriage which insurance will be to the benefit of WhiteWater and not endorsed to Purchaser



Named Place of Destination is: **Lapeer, MI, USA**

Detention

Purchaser agrees that it is responsible to pay or reimburse WhiteWater for any detention as a result of Purchaser delaying unloading and return of empty containers.

3. Purchase Price

Subject to the terms of this Contract, the Purchaser hereby orders and purchases from WhiteWater, and WhiteWater agrees to sell and provide to the Purchaser, the Equipment and Services for the Purchase Price, inclusive of any Use or Sale tax applicable to the scope of work under local legislation and WhiteWater having Nexus. When Buyer has represented to WhiteWater that Buyer is tax exempt and provided copy of the document supporting the exemption, the Purchase Price has been reduced by the value of any Use or Sale tax that would have otherwise apply.

\$206,994 USD

4. Payment Terms

As a condition of the performance of WhiteWater, Purchaser agrees to pay the Purchase Price as follows:

DEPOSIT PAYMENT <i>(Upon execution of this contract)</i>	10% =
FACTORY BOOKING <i>(to reserve capacity in manufacturing schedule)</i>	15% =
MATERIALS ORDER <i>(to start procurement including deposit on major purchase orders)</i>	15% =
MANUFACTURING <i>(Four weeks after start of procurement)</i>	15% =
MANUFACTURING COMPLETE <i>(Materials ready for inspection if any)</i>	15% =
SHIPPING INITIATION <i>(Prior to and as a condition of loading materials on board for shipping)</i>	10% =
SHIPPING COMPLETION <i>(Upon receipt of materials at destination)</i>	10% =
PRE-INSTALLATION <i>(Upon mobilization of our personnel on site)</i>	5% =
FINAL PAYMENT <i>(Upon issuance of Certificate of Substantial Completion)</i>	5% =
TOTAL	\$206,994.00

Banking information to be presented under separate cover after execution of the contract.

5. Estimated Schedule of Delivery and Completion

Based on a contract fully executed by both parties on **September 15th, 2024**, the targeted date for commissioning of the equipment is **June 5th, 2025**.

Purchaser's initial _____

1. Engineering

All the following deliverables need to be received within 5 business days (or as indicated on the schedule annexed) or schedule will be delayed:

- Executed Contract
- Deposit Payment
- Critical Startup Information as detailed in Appendix "Critical Startup Information" required to start performance of the work

To maintain the project schedule, the Purchaser agrees to provide all necessary approvals for design, theming and equipment colors in a timely manner.

2. Manufacturing

To start upon completion of Engineering and upon receipt of the following items from the Purchaser (where applicable):

- Milestone payment or issuance of the letter of credit
- Signed authorization to proceed from the Purchaser
- 3rd party design acceptance

3. Shipping

Loading of the equipment to start upon receipt of milestone payment, unless secured by a letter of credit.

4. Installation Advisory Services or Installation of Equipment (if applicable)

To start upon notification of site readiness and accessibility to our employees.

~

Any delay to contract initiation (i.e. contract execution and deposit payment) or any changes to milestone dates by Purchaser will cause corresponding delays to the delivery schedule. In addition, significant changes might also affect the duration of the various tasks. For further information please refer to the preliminary schedule included in Appendix Preliminary Schedule.

END OF SECTION

General Terms and Conditions

1. Indemnification

- a. Upon written request of Purchaser, WhiteWater shall, to the fullest extent permitted by law, indemnify, defend with experienced counsel of WhiteWater's choice and hold Purchaser (including any parent, subsidiary and/or related entity of Purchaser, as well as their officers, directors, managers, employees, agents and servants with the exclusion of any service providers like architects or project engineers) harmless from any claims, demands, causes of action or costs, including attorney fees, which:
- *arise out of or are otherwise related to any alleged negligence or other culpable conduct of any of its employee, subcontractor or agent of WhiteWater, in connection with the assembly, construction, installation supervision or erection of WhiteWater's equipment OR*
 - *arise out of or are otherwise related to personal injury or death caused by a defect in the design of, manufacture of, or installation of WhiteWater's equipment.*

However, if any information reasonably supports the possibility of Purchaser error in installing, operating, maintaining or servicing the WhiteWater's equipment or if the WhiteWater's equipment involved in such claim or lawsuit has been altered by or on behalf of Purchaser, without the express written consent of WhiteWater, then this Defense and Indemnity Contract shall have no force or effect.

- b. If such is the case, upon written request of WhiteWater, Purchaser shall, to the fullest extent permitted by law, defend, indemnify and hold WhiteWater (including any parent, subsidiary or related entity of WhiteWater, as well as their officers, directors, managers, employees, agents and servants) harmless from and against any claims, demands, causes of action or costs, including attorney fees, if such claims, demands or causes of action *arise out of or are otherwise related to any alleged negligence or other culpable conduct of any employee, subcontractor, general contractor or agent of Purchaser, in connection with the planning, approval, site preparation, assembly, construction, installation or erection of WhiteWater's equipment.*
- c. If Purchaser, (including any parent, subsidiary and/or related entity of Purchaser, as well as their officers, directors, managers, employees, agents and servants) also operates the equipment, upon written request of WhiteWater, Purchaser/Operator shall, to the fullest extent permitted by law, defend, indemnify and hold WhiteWater (including any parent, subsidiary or related entity of WhiteWater, as well as their officers, directors, managers, employees, agents and servants) harmless from and against any claims, demands, causes of action or costs, including attorney fees, if such claims, demands or causes of action *arise out of or are otherwise related to any alleged negligence, culpable conduct, error, or omission of Purchaser, or any third party in contract with or under the direction or control of Purchaser:*
- i. *in connection with the maintenance, repair, service, use or operation of the WhiteWater's equipment;*
 - ii. *in connection with the supervision of users of the WhiteWater's equipment;*
 - iii. *any modification of the WhiteWater's equipment made by or on behalf of Purchaser, except those made in accordance with the express written consent of WhiteWater;*
 - iv. *any alleged negligence or other culpable conduct of users of the WhiteWater's equipment;*

The Parties expressly recognize and agree that the Party operating the equipment is uniquely situated and is in the best position to insure and otherwise provide for the safety of the users of the WhiteWater equipment, and to ensure that the WhiteWater equipment is properly maintained and properly used by patrons. Therefore, the Parties agree that indemnity obligations provided by the entity operating the equipment) takes precedence over WhiteWater's indemnity obligations to Purchaser or Operator.

- d. **Notices** - Indemnatee shall notify Indemnitor of any claim or lawsuit which Indemnatee will assert Indemnitor might be obligated to defend under this Section within fifteen (15) days of Indemnatee's receipt of notice of said claim or lawsuit. In addition to the forgoing, Indemnatee will use reasonable efforts to notify Indemnitor within fifteen (15) days of obtaining facts which suggest that Indemnitor may be obligated to defend and indemnify the Indemnatee in accordance with this provision. Failure to provide such notice in the preceding sentence shall not void the indemnity provision unless Indemnitor can prove that Indemnatee's failure to so notify Indemnitor materially impaired Indemnitor's ability to defend any claim arising from such facts.

- e. **Obligation to Report Incidents** - WhiteWater and Purchaser/Operator agree and recognize that timely investigation and analysis of any mishap, accident, injury, death, claim or demand is vital to the maintenance, improvement, and safe use of the WhiteWater's equipment. Purchaser/Operator shall report any mishap, accident or incident involving any bodily injury, damage or death, or injury to or destruction of tangible property, to WhiteWater within five (5) days of the reported incident, regardless of whether any claim or demand for damages is made.

2. Insurance

a. Installation Project Period: Insurance

- i. Without in any respect limiting WhiteWater's obligations under the Defense, Indemnity and Hold Harmless provisions, WhiteWater, at its sole cost and expense, must provide Commercial General Liability Insurance including coverage for Bodily Injury, Property Damage, Personal Injury Liability, Completed Operations, Products Liability and non-owned Auto, with policy limits of liability through primary, umbrella and excess up to \$10,000,000 per occurrence and in the aggregate. The insurance shall include coverage for contractual indemnity for bodily injury or death or to injury or destruction of tangible property including the loss of use resulting therefrom. Project specific limits are not provided.

Such insurance shall name as Additional Insureds the parties indemnified in the Defense, Indemnity and Hold Harmless provisions during the performance of the work. Such insurance shall provide that it is primary insurance coverage over insurance where Purchaser is a named insured, and shall not be reduced by, nor contribute nor prorate with any other insurance available to Purchaser where Purchaser is a named insured; and shall contain a Waiver of Subrogation Clause. Additional Insureds are all entities where required by written contract with the insured and to whom a certificate of insurance has been issued and for the term specified by written contract.

Such policy shall provide thirty (30) days prior written notice to the additional insureds before termination of such policy before the end of the completion of the work. The additional insured status terminates at the end of the Correction Period twelve (12) months from the date of Commissioning regardless of whether notice is provided, or not. Such insurance shall be evidenced by certificates of insurance and a copy of relevant endorsement as might apply shall be submitted with the Certificate.

- ii. WhiteWater, at its sole cost and expense, must provide Employer's Liability and Worker's Compensation coverage of \$1,000,000 (USA coverage will be based on statutory limits for all states excluding monopolistic states) and shall ensure that any contractor or subcontractor hired by WhiteWater to provide services under WhiteWater's obligations per this Contract maintains the same.

b. Post Installation Period: Insurance

- i. Without in any respect limiting the parties' obligations under the Defense, Indemnity and Hold Harmless provisions above, the parties agree, at their sole cost and expense, to maintain Commercial General Liability Insurance including coverage for Bodily Injury, Property Damage, Personal Injury Liability, Completed Operations, and Products Liability, with policy limits of liability through primary, umbrella and excess of no less than \$5,000,000 per occurrence and in the aggregate. The insurance shall include coverage for contractual indemnity for bodily injury or death or to injury or destruction of tangible property including the loss of use resulting therefrom.

3. Transfer of Risk and Title

Transfer of Risk takes place upon delivery based on Incoterms (2020) as selected under Specific Terms and Conditions - Delivery, Transfer of Risk and Ownership of the Equipment. Transfer of Title mirrors the transfer of risk.

4. Payment Bonds and Notice of Commencement

- a. Payment Bond: When project property cannot be subject to a Mechanical's Lien or is subject to Miller Act or Little Miller Acts, a payment bond will be required as a condition of WhiteWater providing services. Upon executing this contract, if the Purchaser has obtained or subsequently obtains a payment bond in connection with the construction project, the Purchaser shall furnish WhiteWater with a full and true copy of such payment bond within seven (7) calendar days of WhiteWater's request or, if earlier, prior to WhiteWater commencing any work on the construction project.
- b. Notification of Changes: In the event of any changes, amendments, or modifications to the payment bond, the Purchaser shall promptly provide the WhiteWater with a copy of the amended or modified bond.
- c. Remedy for Failure to Provide: Failure of the Purchaser to furnish the requested payment bond or any updates to the bond, as stipulated above, may result in the WhiteWater suspending work until such time as the bond is provided, without incurring any penalties or liabilities for project delays.
- d. Claims Against the Bond: Nothing in this clause shall be construed to limit or restrict the WhiteWater's rights to make a claim against the payment bond, in accordance with the terms of the bond and any applicable laws.

5. Delays or Suspension by Purchaser

- a. The parties acknowledge that best effort has been made to take into consideration the increase in cost of materials including steel and fiberglass, labor and freight based on the expected period for the performance of the work. In the event of significant delay including delaying the start of the project and securing the materials or price increase of material, equipment or energy occurring during the performance of the contract through no fault of WhiteWater or its subcontractors, the contract sum, time of completion or contract requirements shall be equitably adjusted by change order. The effect of this escalation provision will be determined by considering the relevant price indexes and inflation between the expected period for the performance of the work and the actual period of the performance of the work. The parties agree that only major and significant changes will be considered under this escalation clause, and it is not the purpose of this clause to create unreasonable uncertainty for either party.

- b. Separate and apart from the costs set forth above, should Purchaser delay taking delivery of the materials when shipment should have taken place, any payment that would have become due if delivery has not been delayed by Purchaser, will be paid as if the materials had been delivered at the expected date. In addition, if WhiteWater is required to store work in progress and/or finished goods for a period of more than fourteen (14) days, WhiteWater shall be entitled reimbursement for the actual cost of such storage plus a ten percent (10%) administration fee.
- c. While WhiteWater is on site, if the project is delayed as a result of the actions of Purchaser, its Agents or its affiliates, Owner (as might apply), as well as their subcontractors then the project schedule shall be adjusted accordingly, and WhiteWater shall be entitled to an equitable adjustment of the Purchase Price. The project schedule and the Purchase Price shall be adjusted for the increase in the cost and time caused by the delay, interruption or suspension including overhead and profit. Costs to be reimbursed shall include costs related to demobilization and mobilization of equipment, crew and/or supervisory personnel but not exclusively such. No adjustment shall be made when performance would have been suspended, delayed or interrupted by another cause for which WhiteWater is responsible.
- d. It is understood by both parties that delay by Purchaser in making payments when due will result in delay in completion of subsequent milestones by WhiteWater and can increase duration of the work.

6. Delay in Payment and Interests

- a. It is understood by both parties that delay by Purchaser in making payments when due will result in delay in completion of subsequent milestones by WhiteWater and can increase duration of the work.
- b. When an invoice is required by Purchaser, such invoice will be issued 15 days before the milestone date and will be due and payable on the milestone date.
- c. Should either party fail to make payments as they become due under the terms of the contract or in any award by arbitration or by the courts, interest at the following rates on such unpaid amounts shall become due and payable until payment:
 - i. (1) 1% per annum above prime rate as set by Bank of America from time to time for the first 15 days from the due date. WhiteWater reserves the right to wave interest on any overdue payment without affecting any other right under this contract nor any future interest applicable under this clause 6.
 - (2) 2% per annum above prime rate as set by Bank of America from time to time for the next 45 days
 - (3) 4% per annum above prime rate as set by Bank of America from time to time after the first 60 days

If the above rates exceed the legal rate prevailing from time to time at the place where the project is located, then the rate will be reduced to that legal rate.

7. Delays by WhiteWater

- a. If the project is delayed as a result of WhiteWater not meeting schedule milestones, then the project schedule will be adjusted accordingly.
- b. When WhiteWater is the sole cause of the delay to the Commissioning and Substantial Completion and delay is not caused by an event of Force Majeure or by the Purchaser's failure to make payments in accordance with the Contract or to provide required information to WhiteWater when contemplated in the Contract, Purchaser shall be entitled to liquidated damages in the sum at the daily rate of \$1,000.00, beginning fourteen (14) days from written notice given by Purchaser, up to a maximum liquidated damage aggregate of Five Percent (5%) of the contract price of the equipment delayed.

8. Impossibility/Impracticability

When a party is excused of his or her responsibilities because performance has been made excessively burdensome—impracticable—by a supervening event that was not caused by the party seeking to be excused and that is inconsistent with the basic assumption of the parties at the time the contract was made, all deadlines and dates shall be adjusted and extended, and WhiteWater shall not be liable whatsoever for any delays in delivery or any failure to deliver the goods. WhiteWater shall have such additional time to ship and/or deliver the goods as may be reasonable or appropriate under all circumstances.

9. Waiver of Consequential Damages

In no event shall one party be liable to the other or any other entity for loss of use, loss of profits or for any consequential, incidental, indirect, extra-contractual or special damages of any type which might be suffered by the other party, regardless whether the party has been advised of their applicability.

10. Termination

- a. The Purchaser acknowledges that once an order is placed with WhiteWater, considerable expense is incurred by WhiteWater to provide the Design Services, and manufacturing the equipment and accordingly, this Contract may not be terminated by the Purchaser unless following sub-clauses (b) and (c) below:
- b. Termination for Cause. If WhiteWater materially defaults in carrying out its duties under this Contract, the Purchaser will give WhiteWater notice of the default in which case WhiteWater will have ten (10) days to remedy the default or propose a satisfactory remedy to cure the default and Purchaser shall not unreasonably refuse such remedy. If WhiteWater is unable to make such remedy, the Purchaser may elect to terminate the Contract.
- c. Termination for Convenience. The Purchaser can terminate this Contract, without cause. If the Contract is terminated before performance is completed, WhiteWater will be paid only for the prorate of the Contract Price corresponding to work satisfactorily performed and work in progress, cost incurred or that cannot be avoided including orders that cannot be cancelled or returned at the time of the termination and for which costs can be substantiated. In addition, a cancellation fee equivalent to 20% of the value of the amount above is also payable but in no circumstances will the aggregate amount paid exceed the total Purchase Price. All work in progress will become the property of the Customer and will be turned over promptly by WhiteWater and put at the disposal of Purchaser at its current location.
- d. Termination for Payment Default. If the Purchaser should fail or wrongfully refuse to approve or refuse to make payment in accordance with this Contract, then WhiteWater may elect to terminate the contract, by notice in writing. WhiteWater shall be entitled to collect from Purchaser, payment for all completed contracted work and to recover all direct costs prorated from contract amounts, incurred up to the time of termination. If Purchaser cures its nonpayment within fifteen (15) days, then WhiteWater's notice of termination will be rendered ineffective

11. Completion

- a. Following installation and testing of the equipment, WhiteWater will provide Purchaser with a Certificate of Substantial Completion, along with a deficiency list of unfinished items, if any, to illustrate the Substantial Completion of the Work. Substantial Completion is defined as the date in which the Work is ready to be used, or is being used, for the purposes for which it was intended.
- b. Both parties in writing shall agree upon the value of each item on the deficiency list. In the case WhiteWater is responsible for Installation of the Equipment or there is any material has not yet been delivered, the allowable dollar amount to be retained by the Purchaser after the date of Commissioning is the total agreed upon value of the deficiencies or parts multiplied by two.
- c. Total Completion is achieved when WhiteWater completes the items on the deficiency list which are part of WhiteWater's scope of work. At such time WhiteWater shall issue a Certificate of Final Completion to be executed by Purchaser as proof of their acceptance and full completion of the Work.

12. Correction Period and Express Limited Warranties

- a. Correction Period. For a period of twelve (12) months from the date of Commissioning, WhiteWater shall repair or replace at its sole option, parts, or portion of the equipment subject to any defect in material, workmanship, or design outcome; provided the Equipment has been paid in full, installed according to and in full compliance with engineering drawings and used in accordance with the Operation and Maintenance Manuals. The operator is required to report in writing any alleged defect within ten (10) days of its appearance, or the correction might be at the sole cost of the operator or the operator might become responsible for the additional cost of repair resulting for letting the issue unreported and unresolved for a longer period. Act of God, damages from extreme weather, intentional physical damages and damages from impacts are not covered and all other warranties expressed or implied are rejected unless noted herein. In no case shall WhiteWater be liable for any consequential damages.
- b. Express Limited Warranties. Correction Period covers peeling, cracking, blistering, and or delamination, under conditions of normal use, which are the result of improper surface preparation or manufacturing by WhiteWater.
 - i. The following warranties are offered in regard of fiberglass reinforced panels.
 - Replacement or repair for parts installed according to engineering drawings that have structurally failed within three (3) years of installation, unless such failure is at a result of installation crews constraining straight sections (when not installed by WhiteWater) or when site preparation and/or foundations did not comply with WhiteWater's engineering drawings).
 - Resurfacing or repair for parts that are subject to any severe latent defect in clearcoat and/or gelcoat within three (3) years of installation, unless the operator cannot provide reasonable records showing that operation and maintenance have been performed in compliance with the Operations and Maintenance Manual.
 - ii. The following warranties are offered in regard of structural steel.
 - Replacement or repair for structural steel members installed according to engineering drawings that are defective within three (3) years of installation, unless such defect is at a result of installation error (when not installed by WhiteWater) or when site preparation and/or foundations did not comply with WhiteWater's engineering drawings.

These warranties are subject to guidance, limitations and requirements outlined in the relevant sections of the Operations & Maintenance Manual.

13. Change Orders

- a. Without affecting the validity of any of the terms of this Contract, the parties reserve the right to make reasonable changes to the scope of work, provided that and only when such changes are affected through a written change order executed by both parties. Once a party formally send a request for a change order, the other party will endeavor to review and confirm feasibility, schedule adjustment and impact on price of the proposed change within five (5) business days of the receipt of all the required information. If the reviewing party fails to respond, the change order will be considered to be accepted and the requesting party will be entitled to send notice of such on the sixth day.
- b. During the initiation stage of the project, WhiteWater and Purchaser will work closely to finalize the details of the design documented in this Contract by incorporating minor changes, if any, necessary to proceed to the detailed engineering as per estimated schedule.
- c. Once the detailed engineering has begun any proposed change will require an adjustment of schedule and price as per Paragraph 8.a above.

14. Third Party Review Requirements

The Purchaser agrees that unless expressly documented in this contract, there is no requirement for a 3rd party review of design, manufacturing, installation or operation of the WhiteWater supplied equipment. If a 3rd party review including reviews by local, state or federal authorities is required, and not documented in this Contract, WhiteWater will have the opportunity to review the requirements and provide a change order to document the change to the sell price and project schedule as a result of this inclusion.

15. Design Code and Special Design Considerations

The purchaser agrees that the standards referenced in the annexes of this Contract are the only ones applicable to the design of this project. Any other standards, specifications, or similar requirements not identified in the contract will be subject to WhiteWater review and approval and may result in a change order if approved.

16. Standard of Care

WhiteWater shall perform its services in accordance with the standards noted above consistent with the professional skill and care ordinarily provided by designers and engineers practicing in the same or similar jurisdiction under the same or similar circumstances. WhiteWater shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progresses of the work.

17. Safety

WhiteWater's employees, agents, representatives, independent contractors or individuals acting under WhiteWater's direction will at all time abide and follow the Safety Procedures in place on the project site in addition to WhiteWater's Safety Procedures.

18. Assignment

- a. WhiteWater may not assign a portion of this contract to other parties without the written consent of the Purchaser. WhiteWater may use subcontractors in the fulfillment of the contract.
- b. The Purchaser may not assign the contract without the written consent of WhiteWater.

19. Independent Contractor

WhiteWater shall at all times be an independent contractor in performing its obligations pursuant to this Contract. Nothing contained in this Contract shall in any way be construed to create an employer/employee relationship, agency relationship, partnership or joint venture between the parties.

20. Taxes

Unless otherwise contemplated in the Specific Terms and Conditions, all payments to be made under this Contract shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority from the country of destination save as required by law. If the Purchaser is

compelled to make any such deduction, it will make additional payments to ensure that the WhiteWater receives the full amount before such deductions.

21. Jurisdiction

This Contract shall be construed in accordance with, and will be subject to, the laws of the jurisdiction in which the project is located unless stated otherwise.

22. Language

All official WhiteWater's communications, contractual documents and project documentation will be issued in English which will be considered the language of the contract. Any translation/interpretation of project documentation will be the sole responsibility of the Purchaser, unless otherwise stated in this Contract.

23. Electronic Delivery

This Contract may be executed and delivered in one or more counterparts and by facsimile, electronic means or otherwise, each of which when executed and delivered will be deemed an original, and all of which will constitute one and the same document. Facsimile signatures shall be deemed to be original signatures.

24. Project Images

Purchaser shall grant WhiteWater the right to use video, picture or other representation of the equipment and its surrounding in the possession of Purchaser and Purchaser agrees to provide such from time to time upon reasonable request by WhiteWater. WhiteWater may also acknowledge Purchaser in any promotional material utilizing video, picture or print material that depicts the Attraction, including limited use of Purchaser's trademarks, trade name and trade dress or Purchaser's guests' likeness.

END OF SECTION

Execution and Acceptance

This contract is made on the latest date of signing by both parties. By execution of this document, the SELLER and the PURCHASER have reviewed and agree to all terms and conditions, including Appendices referenced and attached that are made part of this contract. The parties acknowledge that these documents unless otherwise expressed herein represents the full extent of the agreement.

SELLER: WHITEWATER WEST INDUSTRIES LTD.

SIGNATURE

NAME

TITLE

DATE

PURCHASER:

SIGNATURE

NAME

TITLE

DATE

Appendix 1 Detailed Design & Engineering Services - Specifications

PRELIMINARY DESIGN				
APPLICABLE TO:	ITEM	ITEM DESCRIPTION	SPEC	SELLER BUYER
All	1.1	Preliminary Slide Layout (shown on SK)	■	
	1.2	Provide Project Manager who shall act as the primary point of contact for communication	■	
	1.3	Facilitate communication between the Seller and the Buyer's sub-contractors		■
	1.4	Provide a translator to translate to English, where applicable		■
	*1.5	Local code requirements with which the ride and installation must adhere		■
	*1.6	The Buyer agrees to provide plans and survey information sufficient to perform detailed design for the equipment supply included in this contract. The Buyer warrants that the site survey plans provided to WhiteWater are accurate in all material respects. The site survey plans will be provided in CAD format (.dwg). 3D CAD is required for retrofit, expansion or indoor projects, 2D CAD is sufficient for outdoor projects with no existing infrastructure. The following details are required: - Defined elevations - Site coordinate system, including global origin point - Site boundaries and limiting envelopes - Existing or planned utilities and easements that need to be considered during the design phase - Locations (orientation and elevation) of any existing structure(s) that will be used to support WhiteWater equipment. The client's certified surveyor will undertake the liability of correctness and accuracy of information provided to WWI engineers for design reference. Any delays to the project as a result of inaccurate or incomplete surveying results will be the client's responsibility.		■
	For all indoor projects, the following additional information is required:			
	- Building plans with elevations and cross sections in 3D CAD and PDF - Architectural, structural and HVAC drawings in plan, elevations and cross sections views at WhiteWater product interfaces - Foundation and roof design in area(s) where WhiteWater attractions are located			
	For all projects that include Waterslide products in WhiteWater's scope of supply, the following additional information is required:			
	- Final pool plan (where applicable) with deck plan, elevations, water levels, pool wall cross sections at WhiteWater product interfaces - Design check of structures designed by others, such as buildings or roof trusses, that are used to support any WhiteWater equipment. - When WhiteWater is replacing fiberglass on an existing waterslide structure, WhiteWater requires that design information be provided so a design check can be performed.			

- *1.7 Soils testing and geotechnical report for the purpose of foundation design
 - *1.8 All climatic information (seismic,wind,snow) necessary to perform detailed design
- * Critical startup information, delays may result in project schedule if not received in time (see schedule for more information)

DESIGN					
APPLICABLE TO:	ITEM	ITEM DESCRIPTION	SPEC	SELLER	BUYER
SK-10	2.1 Fiberglass Waterslides		WS		
	2.1.1	Slide path design showing waterslide parts with coordinates and grades			
	2.2 Steel Slide Support System		ST		
SK-10	2.2.1	Steel Columns including baseplates and anchors			
	2.2.2	Steel Arms			
	2.2.3	Steel Yokes			
	2.3 Start Towers		ST		
SK-10	2.3.1	Detailed framing and connections including Base plates and anchors			
	2.3.2	Guardrails and handrails			
	2.3.3	Stair treads			
	2.3.4	Decking			
	2.3.5	Fabric Canopy			
	2.3.6	Tower Lighting (If Applicable)			
SK-10	2.4 Concrete Works and Foundations				
	2.4.1	Detailed Pedestal and Foundation Design			
	2.4.2	Review (including NDT Testing) and sign off by local engineer to confirm that existing foundations, pedestals, and anchor bolts can structurally accept WWI equipment.		EXISTING	
	2.4.3	Any resulting modifications required (from item 2.4.2 for) existing foundations, pedestals, and anchor bolts to accept WWI equipment.			
	2.4.4	Detailed design of pool and slabs			
	2.5 Mechanical			EXISTING	

SK-10	2.5.1	High level mechanical schematics for slide water supply system, inclusive of specification of pumps, pipe dimensions, valves, filters, flow meters, nozzles, etc.	■
	2.5.2	Detailed design of complete mechanical system and plant room	■
	2.5.3	High level design of pool geometry inclusive of minimum required width, length and depths and static water level	EXISTING
	2.5.4	Detailed design of pool including pumps, valves, piping, filters, fittings, etc.	EXISTING
SK-10	2.6	Electrical	
	2.6.1	High level electrical schematics for all WhiteWater supplied in-ride electrical power and control systems	■
	2.6.2	Detailed design of overall electrical system including grounding detail	■
	2.6.3	All PLC programming for the ride safety systems	■
SK-10	2.7	Assembly drawings and Layout plans showing all critical dimensional requirements	■
	2.8	Permits	■
	2.9	Local Engineering Overseal (US and Canada Regions only)	■
	2.10	Third Party Review (WWI will support)	■

Appendix 2 Equipment Supply Services - Specifications

APPLICABLE TO:		ITEM	EQUIPMENT ITEM DESCRIPTION	SPEC	SELLER	BUYER
SK-10	3.1	Fiberglass Waterslides		WS		
	3.1.1	Fiberglass waterslide parts				
	3.1.2	Fasteners for all flume to flume connections				
	3.1.3	SikaFlex® 1A brand or equivalent caulking as necessary for all flume to flume connections.				
	3.1.4	Waterslide vehicles				N/A
	3.1.5	Safety Signage				
	3.1.6	Safety Equipment for Inspections and Maintenance				
SK-10	3.1.7	Fiberglass effects				N/A
	3.2	Steel Slide Support System (Galvanized & Painted)		ST		
	3.2.1	Steel Columns (Galvanized & Painted)				
	3.2.2	Steel Arms (Galvanized & Painted)				
	3.2.3	Steel Yokes (Galvanized & Painted)				
	3.2.4	All fasteners for WhiteWater equipment according to engineering specifications				
	3.3	Start Towers (Galvanized & Painted)		ST		
SK-10	3.3.1	Detailed framing and connections				
	3.3.2	Guardrails - Galvanized Steel Picket Railing				
	3.3.3	Handrails - Galvanized Steel				
	3.3.4	T-1800 Stair Treads				
	3.3.5	T-1800 Platform and Landing Decking				
	3.3.6	Fabric Canopy (If Applicable)				
	3.3.7	Weigh Scale(s) (If Applicable)				
	3.3.8	All fasteners for WhiteWater equipment according to engineering specifications				

SK-10	3.4 Concrete Works and Foundations	
	3.4.1 Concrete pedestals	EXISTING
	3.4.2 Reinforcing steel for concrete works	EXISTING
	3.4.3 Grout below base plates	EXISTING
	3.4.4 Anchor bolts	EXISTING
	3.4.5 Embed Plates	EXISTING
	3.4.6 Anchor bolt steel templates (for cast in place anchor bolts)	EXISTING
	3.4.7 Foundations and slabs	EXISTING
	3.4.8 Pool that meets WWI defined water elevations and dimensions	EXISTING
	3.4.9 Any modifications (supply and install) to existing foundations required to accept WWI equipment.	■
SK-10	3.5 Mechanical	
	3.5.1 Pumps	■
	3.5.2 Flow Meters (Installed in an accessible location)	■
	3.5.3 Piping for all pumps, sprayers, and drains complete with Plumbing supports	■
	3.5.4 Valves, filters, fittings, etc.	■
	3.5.5 Pool that meets WWI defined water elevations and dimensions	■
	3.5.6 VFD for Pump	■
	3.5.7 Mechanical room (Plant room)	■
	3.6 Electrical	
SK-10	3.6.1 Power to customer controlled pumps	■
	3.6.2 Pump and motor disconnects (as required)	■
	3.6.3 E-Stops as required by local codes	■
	3.6.4 Pump and motor cables	■
	3.6.5 Grounding and Bonding	■
	3.6.6 Conduit (supply and layout)	■
	3.6.7 Electrical supply to WWI supplied equipment (as required)	■

WS

SPEC-WS
Specification – Waterslides

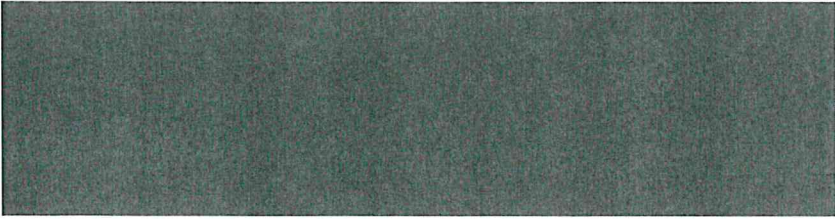
1. Flume
 - 1.1 All waterslide parts are produced to engineered laminate schedules in variable thickness to be compliant with relevant regulatory requirements including ASTM (F846, F853, F1193, F2376, and F2974), ISO 9000-2008 (Manufacturing) and EN 1069-01.
 - 1.2 The base layer of isophthalic polyester resin is coated with ISO/NPG gel coat enabled with UV resistant properties along with protection against water fading and blistering from osmosis.
 - 1.3 Waterslide Risers: All flumes come with necessary risers for safety and to reduce water splash-out.
 - 1.4 Entry box: All waterslides come with pre-plumbed entry box complete with pipe stub and flexible coupler.
 - 1.5 Drilling: All flanges are pre-drilled.
 - 1.6 Fasteners: Flume to flume fasteners are hot-dipped galvanized steel for indoor application and stainless steel for outdoor application.
 - 1.7 Grabrails: All necessary grabrails which affix to the entry box are stainless steel and are included.
 - 1.8 Labeling: All parts are labeled with a part code number for easy identification.
1. Fabrication
 - 1.1 All steel is fabricated in certified shops under Canadian Welding Bureau Standard CSA W47.1, or American Structural Welding Code AWS D1.1.
 2. Materials
 - 2.1 All steel is new and conforms to ASTM designation as per the engineering drawings.
 - 2.2 All steel (excluding stainless steel when used) is provided hot dipped galvanized according to ASTM A123/A123M & ASTM A153/A153M.
 3. Level of Fabrication
 - 3.1 All steel is provided for bolt-up assembly. Columns are complete with clips for arms and braces, end caps, and baseplates. Arms have knee brace attached and all clips for attachment. All fasteners according to engineering specifications are supplied.
 - 3.2 All steel is provided for bolt-up assembly, unless specific design requirement calls for field welded connections.
 - 3.3 All columns are complete with base plates, clips, end plates, welded on.
 4. FINISH (IF PAINTED)
 - 4.1 All Steel painted in customer's choice of color Painted finish. Steel is painted to Grade B Industrial Finish. All painted steel will be cleaned and prepped before receiving a two part Epoxy primer coat and Urethane Topcoat.

ST

SPEC-ST
Specification – Steel

Appendix 3 On-Site Services - Specifications

INSTALLATION					
APPLICABLE TO:	ITEM	ITEM DESCRIPTION	SPEC	SELLER	BUYER
All	4	Installation Advisory Services of WhiteWater supplied equipment:			
	4.1	Ensure the work will be performed in accordance with WhiteWater's engineering drawings and specifications			
	4.2	Follow commonly accepted principles of good workmanship			
	4.3	Provide an initial inventory of all WhiteWater supplied materials delivered to the site			
	4.4	Work with the project stakeholders to develop and maintain a construction plan that will meet the overall project schedule			
	4.5	Provide the owner with an on-site representative to attend any scheduled site meetings and ensure effective communication between them and WhiteWater – acting as the primary on-site liaison between			
	4.6	The following conditions apply to the specified duration of man days included in the contract: - Duration is based on a seven-day work week and continuous work on site. If there are any "down days" where they are prevented from accessing the project site or if there is no installation crew available on certain days, these "down days" will be counted as part of the specified duration. - In case compliance with local labor laws or safety procedures on site - whichever is the more stringent – prevents a seven-day workweek, in consultation with Purchaser, schedule and price will be adjusted to reflect such compliance. - If the Installation Advisory Service extends past the specified duration for any reason outside of the control of WhiteWater, the Purchaser shall reimburse WhiteWater at a specified daily rate of \$1450 USD/day. - If the Install Advisor must leave the project site for reasons caused by the Purchaser or others, then all costs for return trips are reimbursable by the Purchaser.			
All	4.7	To provide and pay for travel to the project site, local travel, lodging and per diem for the Installation Advisor for the duration specified herein.			
	***	NOTE: Prior to WWI's arrival to site and equipment placement, a survey by a qualified land surveyor must be provided to WWI that shows the correct placement and orientation of the items in 5.11 below: all foundations, footings, concrete columns and piers, complete with placing steel embed plates and / or anchor bolts in the correct locations and orientations.			
	5	Installation of WhiteWater supplied equipment:			



- 5.1 Special Inspections required:
Buyer shall be responsible for the following inspections (whichever applicable in the project) as per IBC or AISC carried out by qualified personnel:
- 1. Soil Compliance (As per Table 1705.6, 2015 IBC)
 - 2. Concrete Construction (As per Table 1705.3, 2015 IBC)
 - 3. Structural Steel Welding (As per Table N5.4, AISC 360-16)
 - 4. High strength Bolts (As per Table N5.6, AISC 360-16)
 - 5. Pier Deep Foundation (As per Table 1705.7&8, 2015 IBC)
- Notes: Local code requirements shall take precedence if more stringent.
- 5.2 Ensure the work will be performed during regular hours and there are no encumbrance for lifting or building.
- 5.3 Provide necessary labour, tools, and equipment to complete installation of WhiteWater supplied equipment
- 5.4 Clean interior and exterior of slide, ready for public use
- 5.5 Wax interior of slide, ready for public use
- 5.6 Erect all structural steel supports and tower plumb and level in accordance with WhiteWater engineering drawings
- 5.7 Install conveyor unit(s) including start-up and adjustment as necessary (if applicable)
- 5.8 All required demolition and removal of existing structures and equipment.
- 5.9 All required disposal of existing structures and equipment.
- 5.10 Crew expenses, including all transportation, lodging, per diem and other per diems during construction
- 5.11 Adequate lay-down area for equipment pre-assembly and for storage of the equipment, convenient to the site and close to the final position of the equipment. The lay-down area must be hard surfaced and accessible for trucks, cranes, fork lifts and other equipment necessary for the installation of the WhiteWater supplied equipment.



5.12 All site work including, but not limited to: soil tests, stripping, grubbing, filling, site grading, site drainage, all foundations, footings, concrete columns and piers (and grouting of all column baseplates), complete with placing steel embed plates and / or anchor bolts in the correct locations and orientations as surveyed by a qualified land surveyor.

NOTE: The successful installation of the WhiteWater equipment will require accurate installation of all foundations, pedestals and anchor bolts. These need to be within the tolerances documented in the WhiteWater engineering drawings. WhiteWater's suggested best practice for constructing the foundations would include the following steps:

- Pre-construction meeting with WhiteWater, Purchaser and Concrete contractor to discuss the details of the WhiteWater Engineering drawings and the best approach for construction.
- Lay out the location for each foundation and then confirm the center of the pedestal rebar cages by a surveyor before placing concrete.
- Pour the foundations.
- Once the anchor bolts have been placed inside the rebar cages projecting from the poured foundations, have a surveyor confirm the location and elevation for 1 bolt on each of the X and Y axes for each pedestal to ensure they are within the required tolerances and adjust as needed before placing concrete. This survey information should be shared with WhiteWater for review.
- Once it has been confirmed by the surveyor that the positions of the anchors are within tolerance, proceed with pouring the pedestal concrete.

5.13 All required site welding carried out by a certified professional welder

5.14 Building and sealing of building wall penetrations or enclosures, if required.

5.15 All slabs on grade for shutdown lanes and / or pool decks.

5.16 Construction of all pools, including pumps, valves, piping, filters, fittings, VFD's, starters, etc. This includes connection of water supply pipes to WWI equipment.

5.17 The necessary block-outs in the pool walls and slabs to accommodate the slide pieces and to complete and finish this area after the slide is installed.

5.18 All concrete work on tower platforms, stairways and walkways

5.19 Adequate protection for the WhiteWater supplied equipment against paint over-spray, debris, concrete splatter or misuse by trades during the completion of the project.

5.20 Cleanup of all concrete spatters and drips that fall on any fiberglass slide parts, support steel, or tower steel.

5.21 Electrical connections, conduit and field wiring to any WhiteWater supplied electrical equipment. This includes grounding.

5.22 Adequate water and electrical supplied within reasonable access to the work area for construction activities.

5.23 Adequate toilet facilities within reasonable access to the work area.

5.24 Adequate waste disposal containers.

- 5.25 All buildings, mechanical rooms, change rooms etc. as required for the project. ■
- 5.26 Adequate access to the site for trucks, cranes, fork lifts, and other equipment necessary for the installation of the WhiteWater supplied equipment. ■
- 5.27 Assume the risk of loss or theft of the construction materials, tools and equipment on site and is responsible to provide adequate security and fencing. ■
- 5.28 Any other expenses not specifically defined in WhiteWater's obligations. ■

APPLICABLE TO:		COMMISSIONING			
ITEM	COMMISSIONING	ITEM DESCRIPTION	SPEC	SELLER	BUYER
All	6	Commissioning			
	6.1	Testing the Whitewater supplied equipment		■	
	6.2	Certify that the equipment is compliant with WhiteWater's engineering drawings and applicable standards before the equipment is deemed ready for operations.		■	
	6.3	Provide basic training for operation and maintenance of WhiteWater supplied equipment.		■	
	6.4	Costs associated with any on site local authority inspections, permits, 3rd party certifications			■
	6.5	Client provide test riders of various sizes for test runs during Commissioning.			■
	*6.6	Safety Signage is installed as per WWI Operations Manual			■
	*6.7	All mechanical systems (including flow meters) and structures required to operate the ride will be complete, calibrated, and operable			■
	*6.8	All electrical systems required to power and control the ride will be complete and operable			■
	*6.9	At the purchaser's expense, filtered and treated water will be available in advance of testing			■
		*If, as a result of delays caused by the Purchaser or others, and the Installation Advisor is unable to certify the equipment during the specified duration, then all costs for return trips are reimbursable by the Purchaser.			
	7	Post-Commissioning			
	7.1	Final Operations and maintenance manual		■	

Indicative Preliminary Design is a compilation of drawings, specifications and notes intended to provide the Owner with an indication of feasibility of design to the proposed project scope, including a general arrangement of WhiteWater's products (within provided site boundary) and showing an indication of the functional requirements, tower heights, length of rides, slides or interactive structures at a very preliminary and conceptual level.



Appendix 5 Preliminary Schedule

PROJECT NUMBER: 47046-5	PROJECT NAME: Lapeer Slide and Tower Replacement	PROJECT LOCATION: Lapeer, MI, USA	BELOW INFO REQUIRED BY: 2024-10-16
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The purpose of this document is to confirm the Critical Information required to start a given project is available and in the possession of WhiteWater. Project schedules and other documents are to be confirmed separately.

Purchaser's initial _____

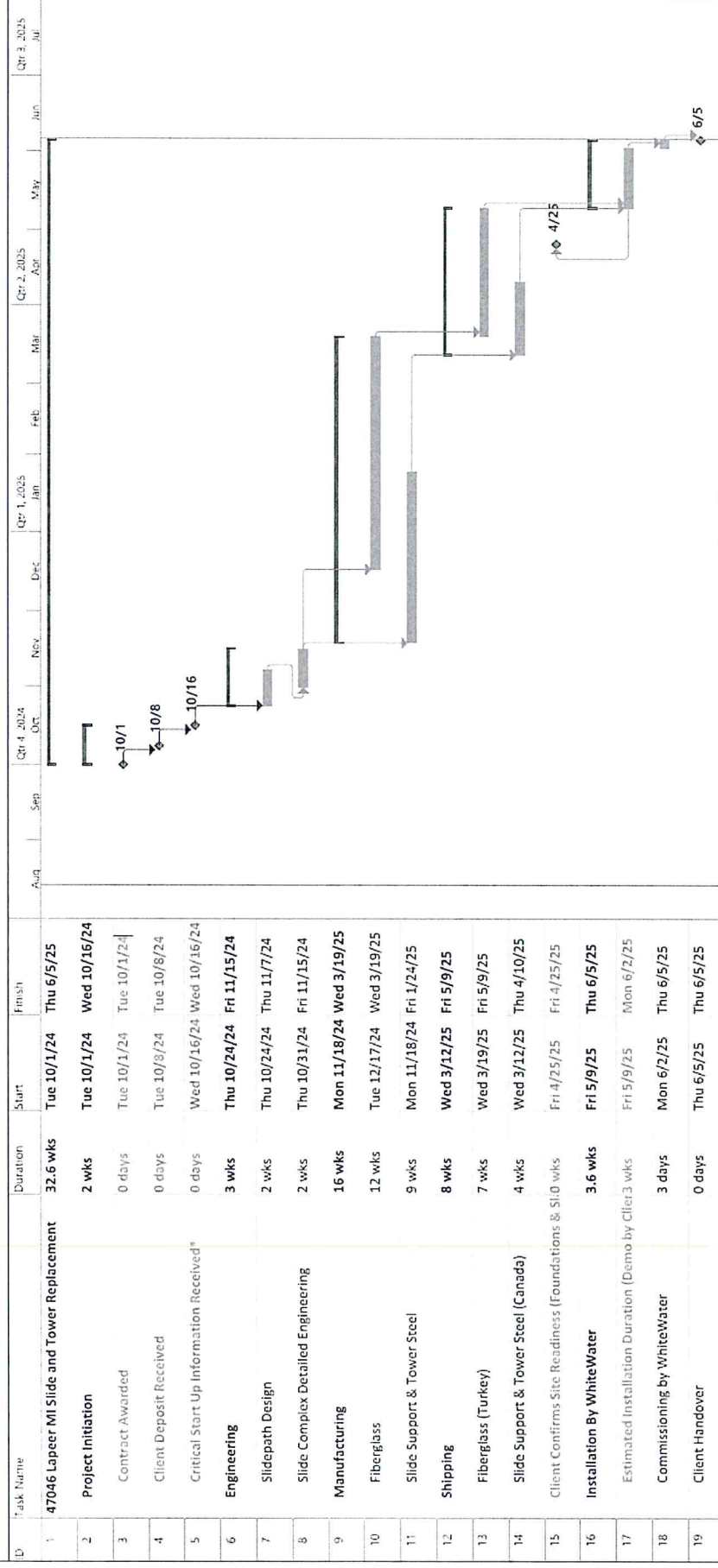
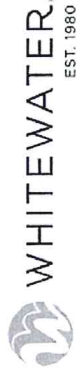
1. GENERAL REQUIREMENTS (all projects)	
Item	Requirement
a.	a. Project name b. Address of the property c. Name and address of the owner. d. With whom is Purchaser contracting with i.e., owner, GC, subcontractor, etc. e. Type of work Purchaser is providing i.e., material supplier, subcontractor, general contractor. f. Is there a bond on the project? Yes or No. If yes, provide a copy of the bond. g. Is there a Notice of Commencement? Yes or No. If yes, please provide a copy of the Notice of Commencement.
b.	Clearly Defined Scope (some examples of information needed are in bullet point below) ▪ Client-approved Statement of Work (what we are contractually obligated to provide/supply) ▪ Final client approved SK drawings ▪ Defined project design code(s) ▪ Defined 3rd party review (if a review is required, who will conduct it & to what standard) ▪ Defined product interfaces (underground utilities to avoid/slide penetrating wall of building) ▪ Client specific design requirements ▪ Customization requested by client
c.	CAD site layout with the following: ▪ Defined elevations ▪ Site coordinate system ▪ Site Boundaries and limiting envelopes ▪ Utilities and easements needing to be taken into account
d.	Geotechnical Report (soils report)
e.	Climatic report (seismic/wind/climate)
2. PROJECTS INVOLVING POOLS	
Item	Requirement
a.	Final pool plan (when pools are a part of the project) ▪ Deck Plan ▪ Deck elevations ▪ Water levels ▪ Pool layout ▪ Pool Wall cross sections at WWI product interfaces
3. INDOOR PROJECTS	
Item	Requirement
a.	Additional information for indoor projects ▪ Building plans with elevations and cross sections in CAD and PDF ▪ Architectural and structural drawings, plan, elevations and cross sections (especially where building is penetrated by our products) ▪ Foundation and roof design in area(s) where WWI attractions are located ▪ Mechanical drawings

Purchaser has reviewed the Work Schedule

Purchaser's initial _____

47046 Lapeer MI Slide and Tower Replacement Prelim

Valid for initial project planning. Detailed schedule to be developed by Project Manager after contract awarded.
Client milestones (in Blue) must be met to validate this schedule.
Schedule expires on September 15, 2024



*Critical Start Up Information detailed in attached checklist.

Project Scope Includes: Slide and Tower Refurbishment including T1800

Appendix 6 Insurance

Commercial General Liability policy written on ISO Commercial General Liability Form CG 0001 0413 issued by Liberty Mutual Insurance Company (A rating A.M. Best Co and Standard & Poor's)

Policy aggregate limits.

- General Aggregate \$2,000,000
- Products and Completed Operations Aggregate..... \$2,000,000
- Personal and Advertising Injury \$2,000,000
- Damage to Rented Premises \$2,000,000
- Each Occurrence \$2,000,000
- Medical Expense Limit – Each Person \$10,000
- Medical Expense Limit – Each Accident \$25,000
- Non-Owned Automobile Liability..... \$2,000,000

- This policy provides coverage for loss or damage arising out of the use or operation of any automobile that is not owned or that is hired, resulting from bodily injury or property damage
- Professional services that are an integral part of other work performed by or on behalf of the Insured or are incidental to the manufacture, installation, sale, handling or distribution of the Insured's products.
- All entities where required by written contract with the Named Insured and to whom a certificate of insurance has been issued to are added as Additional Insured but only with respect to liability arising out of the operations of the Named Insured. Architect or Project Engineers are not indemnified parties and are not added as Additional Insured.
- Commercial general Liability is Primary and Non-Contributory and includes Contractual Liability and a Waiver of Subrogation where required by written contract.

Workers' compensation and Employers' Liability policy issued by Liberty Mutual Insurance Group

- Workers' Compensation Statutory limit
- Employers' Liability – Bodily Injury by Accident, Each Accident..... \$1,000,000
- Employers' Liability – Bodily Injury by Disease, Each Employee \$1,000,000
- Employers' Liability – Bodily Injury by Disease, Policy Limit \$1,000,000
- US Longshoreman and Harbor Workers' Compensation Act \$1,000,000
- Stop gap employers' liability in monopolistic states (ND, OH, WA and WY)
- Waiver of Subrogation where required by written contract with the Insured

Umbrella Additional aggregate limits to Commercial General Liability and Employer's Liability policies

- Aggregate \$8,000,000
- Each Occurrence \$8,000,000

Should one of the above-noted policies be cancelled before their expiry date, the insurer will endeavor to provide 30 days written notice to the certificate holder.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2023

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 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 BFL CANADA Risk and Insurance Services Inc. Suite 200 - 1177 West Hastings Street Vancouver, BC V6E 2K3 This certificate has been issued by BFL CANADA Risk and Insurance Services Inc. on behalf of Liberty Mutual Insurance Company with their permission	CONTACT NAME: George Lagadtis PHONE (A/C, No, Ext): 604-678-5447 FAX (A/C, No): 604-683-9316 EMAIL ADDRESS: glagadtis@bflcanada.ca
INSURED Whitewater West Industries Ltd. a/o Whitewater West Industries Inc. a/o FlowRider Inc. 180-6651 Fraserwood Place Richmond, BC V6W 1J3	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance Company INSURER B: Arch Insurance Canada Ltd. INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
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	AUTO INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) / POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJ ☐ LOC ☐ OTHER			1B1-871-170574-013 / 1000122366-17	11/30/2023 / 11/30/2024	EACH OCCURRENCE \$2,000,000 USD DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADJ INJURY \$ GENERAL AGGREGATE \$2,000,000 USD PRODUCTS - COMPOR AGG \$2,000,000 USD Non-Owned Automobile Liability \$2,000,000 USD
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			1000047349-17	11/30/2023 / 11/30/2024	EACH OCCURRENCE \$5,000,000 USD AGGREGATE \$5,000,000 USD \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NR) (Yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N ☐ N/A				
B	Excess Liability (Per Occurrence)			UFP 0060828-06	11/30/2023 / 11/30/2024	\$3,000,000 USD Each Occurrence and in the Aggregate in Excess of the underlying Umbrella Liability Limits
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER To Whom It May Concern	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. BFL CANADA Insurance Services Inc. Per: <u>G. Lagadtis</u>
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ACORD 25 (2014/01)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All entities where required by contract with the Insured and to whom a certificate of insurance has been issued.	As required by written contract or written agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the Definitions section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.



Endorsement No. 36

WAIVER OF TRANSFER OF THE RIGHTS OF RECOVERY

Effective Date:	11/30/2020
Policy Number:	1000122366-14
Issued to:	Whitewater West Industries Ltd., Whitewater Composites Ltd., 398314 BC Ltd., Whitewater International LLC, FlowRider Surf Ltd., Chutter Recreations Ltd., Vantage Smart Parks Ltd., Chutter Attraction (Shanghai) Co. Ltd.
Issued by:	Liberty Mutual Insurance Company
Broker:	BFL Canada Insurance Services Inc. – Vancouver

1. Notwithstanding Condition 15. Subrogation of SECTION VIII – CONDITIONS, the Insurer waives any right of recovery that it may have against any indemnitee of the "Insured" under the terms of an "insured contract" for payments the Insurer makes for injury or damage arising out of the "Insured's" operations or the "Insured's work".
2. This Endorsement only applies to a person or organization with whom/which the "Insured" has executed an "insured contract" prior to the happening of an "occurrence".

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative of
Liberty Mutual Insurance Company

December 10, 2020

Date

Update: 01.12



Commercial General Liability Policy

Liberty Mutual Insurance Company

Endorsement No. 23

NON-OWNED AUTOMOBILE

Effective Date:	11/30/2020
Policy Number:	1000122366-14
Issued to:	Whitewater West Industries Ltd., Whitewater Composites Ltd., 398314 BC Ltd., Whitewater International LLC, FlowRider Surf Ltd., Chutter Recreations Ltd., Vantage Smart Parks Ltd., Chutter Attraction (Shanghai) Co. Ltd.
Issued by:	Liberty Mutual Insurance Company
Broker:	BFL Canada Insurance Services Inc. — Vancouver

This policy provides coverage for loss or damage arising out of the use or operation of any "automobile" not owned in whole or in part by or licensed in the name of the "Insured", and resulting from "bodily injury" or "property damage" provided always that the Insurer will not be liable:

- (a) for any liability which arises out of the use or operation of any "automobile" while personally driven by the "Insured" if the "Insured" is an individual, or
- (b) *for liability imposed upon or assumed by the "Insured" under any Worker's Compensation Statute or for assessment by any Worker's Compensation Board, except, claims arising out of the liability imposed upon the "Insured" at common law as extended by statute for injuries to employees of the "Insured". This exclusion shall not apply to claims arising out of any liability assumed by the "Insured" under contract;
 *not applicable in the province of Ontario.
- (c) for loss or damage to property carried in or upon an "automobile" personally driven by any "Insured" or to any property owned or rented by, or in the care, custody or control of any such person; or
- (d) for any amount in excess of the Limit of Liability stated in the Declarations and expenditures provided for in the Additional Agreements of this endorsement; subject always to the provisions of the section of the Insurance Act (Automobile Insurance part) relating to the Nuclear Energy Hazard.

ADDITIONAL AGREEMENTS OF THE INSURER

It is agreed that the Insurer will:

- (i) be liable up to minimum limit(s) prescribed for that jurisdiction in which the accident occurred if that limit(s) is higher than the limit stated in the Declarations; and
- (ii) not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in any jurisdiction in which the accident occurred.

REIMBURSEMENT OF THE INSURER

The "Insured" will reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provision of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this Policy.



Commercial General Liability Policy

Liberty Mutual Insurance Company



GENERAL PROVISIONS AND DEFINITIONS

1. ADDITIONAL INSURED

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the "Insured", every partner, director, officer or employee who, with the consent of the "Insured", personally drives

- (a) in the business of the "Insured" any "automobile" not owned in whole or in part by or licensed in the name of the "Insured", such additional person or any person in the household(s) of which the Insured or such additional insured person is a member; or
- (b) any "automobile" hired or leased in the name of the "Insured" or such additional insured for use in the business of the "Insured" and for incidental personal use except an "automobile" owned, in whole or, in part by or licensed in the name of such additional insured person.

2. HIRED AUTOMOBILES

The term "hired automobiles" as used in this endorsement, means "automobiles" hired or leased from others with or without drivers for periods not exceeding 30 days, used under the control of the "Insured" in the business of the "Insured" and for incidental personal use but shall not include any "automobile" owned in whole or in part by or licensed in the name of the "Insured" or any partner, director, officer, employee or shareholder of the "Insured".

3. TWO OR MORE AUTOMOBILES

When two or more "automobiles" are insured hereunder, coverage under this policy will apply separately to each "automobile", but a motor vehicle and trailer or trailers attached thereto will be deemed to be one "automobile" as respects the Limits of Liability.

STATUTORY CONDITIONS

The Statutory Conditions of the Non Owned Automobile Policy as set out in the Insurance Act of the Province in which this Policy is issued will be deemed to form part of this Policy except the Termination Condition of this Policy will apply in place of the termination conditions therein.

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative of
Liberty Mutual Insurance Company

December 10, 2020

Date

Update: 01.12



Commercial General Liability Policy

Liberty Mutual Insurance Company

Endorsement No. 25

POLLUTION EXCLUSION

LIMITED SUDDEN AND ACCIDENTAL COVERAGE WITH TIME ELEMENT

Effective Date:	11/30/2020
Policy Number:	1000122366-14
Issued to:	Whitewater West Industries Ltd., Whitewater Composites Ltd., 398314 BC Ltd., Whitewater International LLC, FlowRider Surf Ltd., Chutter Recreations Ltd., Vantage Smart Parks Ltd., Chutter Attraction (Shanghai) Co. Ltd.
Issued by:	Liberty Mutual Insurance Company
Broker:	BFL Canada Insurance Services Inc. – Vancouver

1. Exclusion 16. **Pollution Liability** of SECTION VI – EXCLUSIONS is deleted in its entirety.
2. This insurance does not apply to:
 - (a) any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release, or escape of “pollutants”:
 - (i) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any “Insured”;
 - (ii) at or from any premises, site or location which is or was at any time used by or for any “Insured” or others for the handling, storage, disposal, processing or treatment of “waste”;
 - (iii) which are or were at any time transported, handled, stored, treated, disposed of or processed as “waste” by or for any “Insured” or any person or organization for whom any “Insured” may be legally responsible; or
 - (iv) at or from any premises, site or location on which any “Insured”, contractors or subcontractors working directly or indirectly on any “Insured’s” behalf are performing operations:
 - a. if the “pollutants” are brought on or to the premises, site or location in connection with such operations by such “Insured”, contractor or subcontractor; or
 - b. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of “pollutants”; and
 - (b) any loss, cost or expense arising out of any request, demand or order that any “Insured” or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of “pollutants”, unless such loss, cost or expense is consequent upon “bodily injury” or “property damage” otherwise covered by this Policy and not excluded by paragraph 2.(a) of this Endorsement.
3. Sub-paragraphs 2.(a)(i) and 2.(a)(iv)a. above do not apply to “bodily injury” or “property damage” caused by:



- (a) heat, smoke or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be; or
 - (b) an unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", provided that such discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
 - (i) results in the injurious presence of "pollutants" in or upon land, the atmosphere, drainage or sewage system, watercourse or body of water;
 - (ii) is detected within 120 hours after the commencement of the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape;
 - (iii) is reported to the Insurer within 120 hours of being detected; and
 - (iv) does not occur in a quantity or with a quality that is routine or usual to the business of the "Insured".
4. As used in this Endorsement:
- (a) "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and "waste"; and
 - (b) "waste" includes materials to be recycled, reconditioned or reclaimed.
5. (a) The Limit of Liability stated in Item 4(a) of the Declarations is the most the Insurer will pay for damages covered by this Endorsement arising out of any one "occurrence";
- (b) The Policy Period Aggregate Limit stated below is the most the Insurer will pay for damages covered by this Endorsement during the "policy period"; and
- (c) The Deductible stated below applies to all damages and "loss adjustment expense" covered by this Endorsement arising out of any one "occurrence".

Policy Period Aggregate Limit: \$2,000,000
Deductible: \$5,000

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Pendrye Shorne
Authorized Representative of
Liberty Mutual Insurance Company

December 10, 2020
Date

Update: 01.12



Commercial General Liability Policy
Liberty Mutual Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2023

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 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 Liberty Mutual Insurance 175 Berkeley Street Boston, MA 02116	CONTACT NAME: Hillary Parker PHONE (A/C, No, Ext): (403) 663-2807 FAX (A/C, No): E-MAIL ADDRESS: hillyary.parker@libertymutual.com INSURER(S) AFFORDING COVERAGE INSURER A: Employers Insurance Company of Wausau INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO. JECT ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (ea accident) \$ BODILY INJURY (Pa person) \$ BODILY INJURY (Pa accident) \$ PROPERTY DAMAGE (Pa accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) (Type description under DESCRIPTION OF OPERATIONS below)	Y/N N	N/A	WCC-B71-170574-033	11/30/2023	11/30/2024	☒ PER STATUTE ☐ OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

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

Workers Compensation includes coverage for all states of the USA, excluding Monopolistic states.

Employers Liability includes coverage for all states of the USA (Stop Gap Employers Liability for Monopolistic states).

CERTIFICATE HOLDER To Whom It May Concern	CANCELLATION 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
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ACORD 25 (2014/01)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in NJ.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the states of AR, AZ, CO, IN, NY and RI, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the states of CT and FL, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the states of MN and NV, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of WI, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$50 per policy.

Issued by Employers Insurance Company of Wausau 15555

For attachment to Policy No. WCC-B71-170574-029

Effective Date

Premium \$

Issued to Whitewater West Industries Inc.

WC 00 03 13
Ed. 04/01/1984

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Page 1 of 1



SCHEDULE OF UNDERLYING INSURANCE ENDORSEMENT

- Coverage: Commercial General Liability

Insurer: Liberty Mutual Insurance Company
Policy Number: 1000122366-17
Policy Period: 11/30/2023 to 11/30/2024

Limits:
Each Occurrence: USD \$2,000,000
General Aggregate - Other than
Products/Completed Ops: USD \$5,000,000
Products/Completed Operations
Aggregate: USD \$2,000,000
Personal Injury & Advertising Injury: USD \$2,000,000
Employee Benefits: USD \$2,000,000
Tenants Legal Liability: USD \$2,000,000
Non-Owned Automobile Liability: USD \$2,000,000

- Coverage: Foreign Employer's Liability (United States of America)

Insurer: Employers Insurance Company of Wausau
Policy Number: WCC-B71-170574-032
Policy Period: 11/30/2023 to 11/30/2024

Limits:
Each Accident: USD \$1,000,000
Aggregate - Disease: USD \$1,000,000
Each Employee - Disease: USD \$1,000,000

Description: US-EL
Liberty Mutual Insurance.

- Coverage: Foreign Employer's Liability

Insurer: Chubb Insurance Company of Canada
Policy Number: ADV6453023
Policy Period: 11/30/2023 to 11/30/2024

Limits:

Bodily Injury by Accident:

CAD \$1,000,000 Each Accident

Bodily Injury by Disease:



CA ALL 688 04 13

Liberty Mutual Insurance Company

CAD \$1,000,000 Each Employee

Bodily Injury by Disease:

CAD \$1,000,000 Policy Limit

2

2

CA ALL 688 04 13

Liberty Mutual Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2023

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 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 BFL CANADA Risk and Insurance Services Inc. Suite 200 - 1177 West Hastings Street Vancouver, BC V6E 2K3 This certificate has been issued by BFL CANADA Risk and Insurance Services Inc. on behalf of Liberty Mutual Insurance Company with their permission.	CONTACT NAME: George Lagadtis	PHONE (A/C, No, Ext): 604-678-5447	FAX (A/C, No): 604-683-9316
	E-MAIL ADDRESS: glagadtis@bflcanada.ca	INSURER(S) AFFORDING COVERAGE	
INSURED Whitewater West Industries Ltd. c/o Whitewater West Industries Inc. 180-6651 Fraserwood Place Richmond, BC V6W 1J3	INSURER A: Liberty Mutual Insurance Company		NAIC#
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMPROP AGG \$
	☐ OTHER						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N					☐ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)	☐ N/A					EL EACH ACCIDENT \$
	(If yes, describe under DESCRIPTION OF OPERATIONS below)						EL DISEASE - EA EMPLOYEE \$
							EL DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)			PLVAAWBSR011	11/30/2023	11/30/2024	Each Covered Incident \$2,000,000 USD Aggregate Limit \$2,000,000 USD
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER	CANCELLATION
To Whom It May Concern	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	BFL CANADA Insurance Services Inc.
	Per: <i>G. Lagadtis</i>

ACORD 25 (2014/01)

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WHITewater®

EST. 1980

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Middle East Office (Dubai)
+971 (0) 4 422 9318

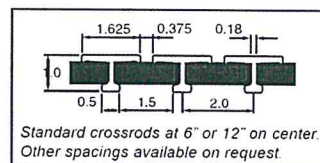
Europe Office (Munich)
+49 89 904 2282 30

T-1800 FIBERGLASS GRATING



T-1800 Fiberglass Grating is a lightweight, high-strength bar grating specifically engineered to withstand corrosive conditions associated with recreational and marine applications. The unique design provides easy installation in swimming pools, water parks, marinas and piers.

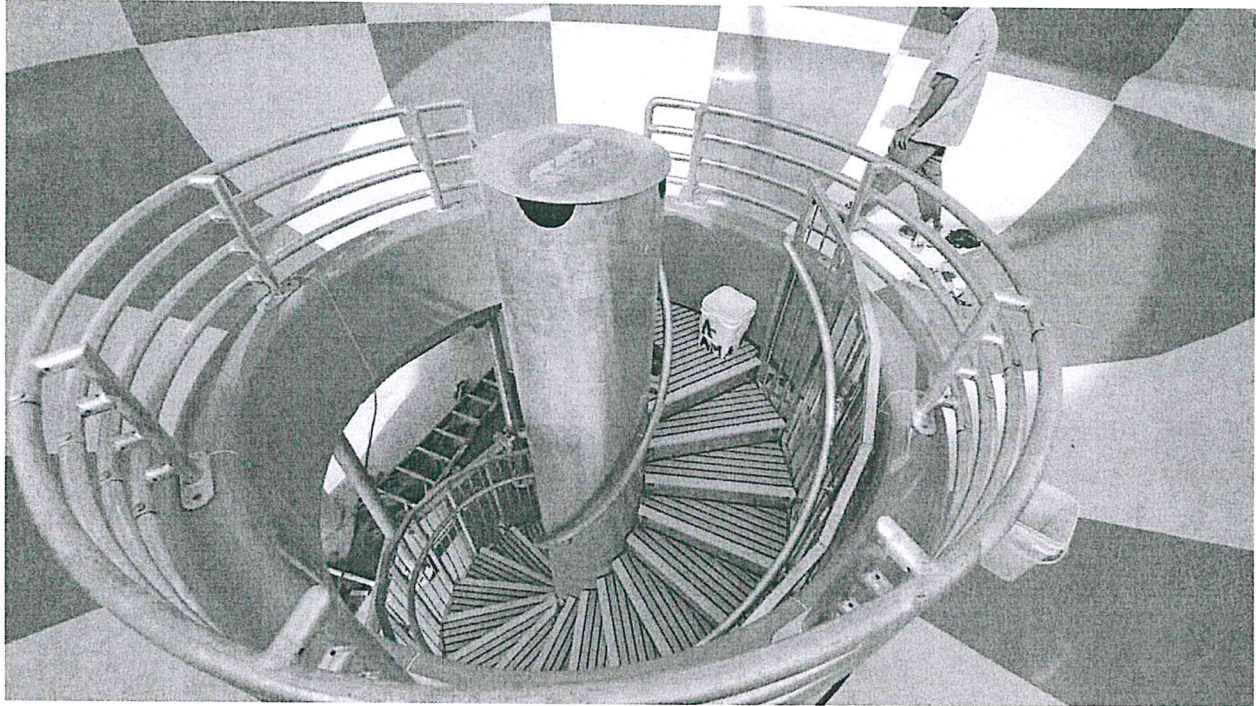
Made from pultruded fiberglass reinforced polymers (FRP), T-1800 offers years of low-cost, low maintenance service in chlorinated or saltwater environments.



The 3/8" spacing between the 1.625" wide T-shaped baring bars provides maximum surface area for comfortable walking in bare feet. The spacing provides 18% open area. T-1800 can be ordered with or without a gritted, anti-slip gritted surface.

PANEL SIZES

T-1800 is available in 1" deep or 1-1/2" deep profiles. The panels can be made in any size up to a maximum of 5' x 20'. Stair treads can be up to 12 feet long.



Available in light gray, white or yellow, the T-1800 bearing bars are UV coated for added protection and color stability.

NOSING

Nosing for the stair treads and landings are produced by attaching a 2" wide nosing to the leading edge in yellow or light gray. This gives added strength and rigidity to the area that takes the most impact. In addition, the nosing provides additional surface area for skid resistance, wear and better visibility.

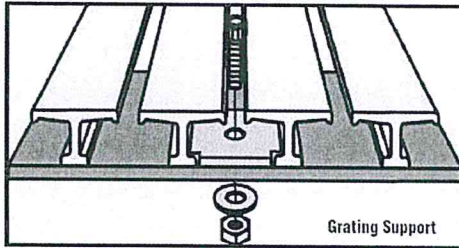
RESIN

The polyester resin is fire retardant and meets the requirements for a Class 1 flame rating of 25 or less per ASTM E-84 and meets the self-extinguishing requirements of ASTM D-635. The resin also contains a UV inhibitor.

3-PIECE CROSSRODS

T-1800 panels are assembled with cross-rods spaced 6" apart.

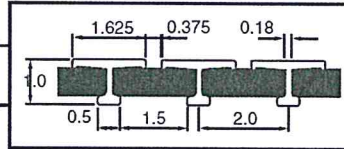
The 3-piece cross-rod assembly used in T-1800 grating forms a strong, unified panel that can be cut and fabricated like a solid sheet. This unique system consists of two continuous, pultruded spacer bars and a center core wedge. The spacers are notched at each bearing bar so that the bars are both mechanically locked and chemically bonded to the web of each bearing bar. This separates and affixes bearing bars firmly in position and distributes concentrated loads to adjacent bars.



Stainless steel hold-down clips are inserted between the T-shaped bearing bars. ¼" bolt assemblies are used to through-bolt the grating panel to the underlying support.

T-1800 1" Deep Load Tables

SPAN INCHES		50	100	150	200	250	300	400	LOAD 500	750	1000	2000	2500	3000	4000	2:1 SAFETY FACTOR	DEFLECTION	E x 10 ⁶ PSI
12	Δu	0.001	0.002	0.003	0.004	0.006	0.007	0.009	0.011	0.017	0.022	0.045	0.056	0.067	0.090	10680	0.240	3.27
	Δc	0.002	0.004	0.005	0.007	0.009	0.011	0.014	0.018	0.027	0.036	0.072	0.090	0.108	0.144	5340	0.192	
18	Δu	0.005	0.010	0.016	0.021	0.026	0.031	0.041	0.052	0.078	0.104	0.207	0.259	0.311	0.415	4746	0.492	3.59
	Δc	0.006	0.011	0.017	0.022	0.028	0.033	0.044	0.055	0.083	0.111	0.221	0.277	0.332	0.442	3560	0.394	
24	Δu	0.015	0.031	0.046	0.062	0.077	0.093	0.124	0.155	0.232	0.310	0.619				2670	0.827	3.80
	Δc	0.012	0.025	0.037	0.050	0.062	0.074	0.099	0.124	0.186	0.248	0.495	0.619			2670	0.661	
30	Δu	0.036	0.072	0.108	0.144	0.180	0.215	0.287	0.359	0.539	0.718					1693	1.216	4.00
	Δc	0.023	0.046	0.069	0.092	0.115	0.138	0.184	0.230	0.345	0.460					2116	0.972	
36	Δu	0.072	0.145	0.217	0.289	0.361	0.434	0.578	0.723							1157	1.673	4.12
	Δc	0.039	0.077	0.116	0.154	0.193	0.231	0.308	0.385	0.578						1736	1.338	
42	Δu	0.129	0.257	0.386	0.514	0.643										833	2.143	4.29
	Δc	0.059	0.118	0.176	0.235	0.294	0.353	0.470	0.588							1458	1.714	
48	Δu	0.215	0.431	0.646												625	2.692	4.37
	Δc	0.086	0.172	0.258	0.345	0.431	0.517	0.689								1250	2.154	



1" T BEARING BARS: VALUES PER FT OF WIDTH

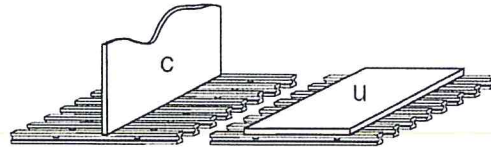
A = 2.850 IN²/FT OF WIDTH $S_T = 0.903$ IN³/FT OF WIDTH

I = 0.306 IN⁴/FT OF WIDTH $S_B = 0.464$ IN³/FT OF WIDTH

WEIGHT/FOOT = .373 LBS/FT OF BAR WEIGHT/FOOT = .186 LBS/FT OF CROSS ROD

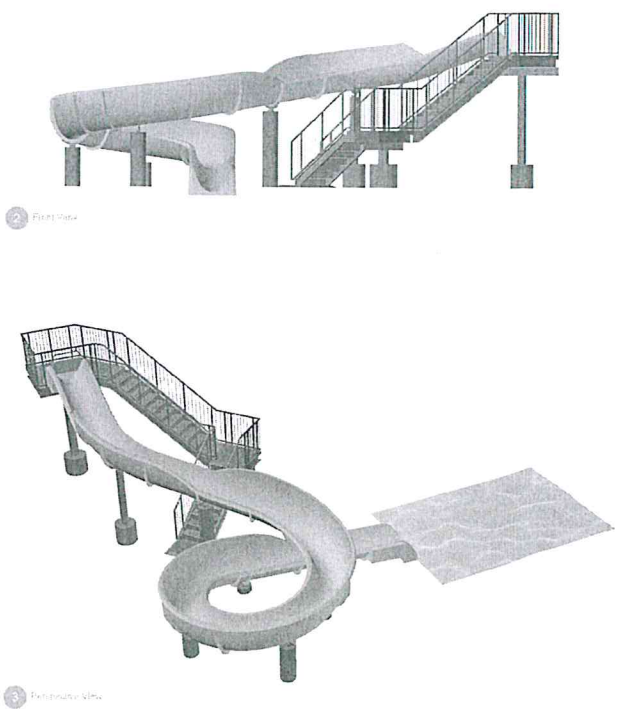
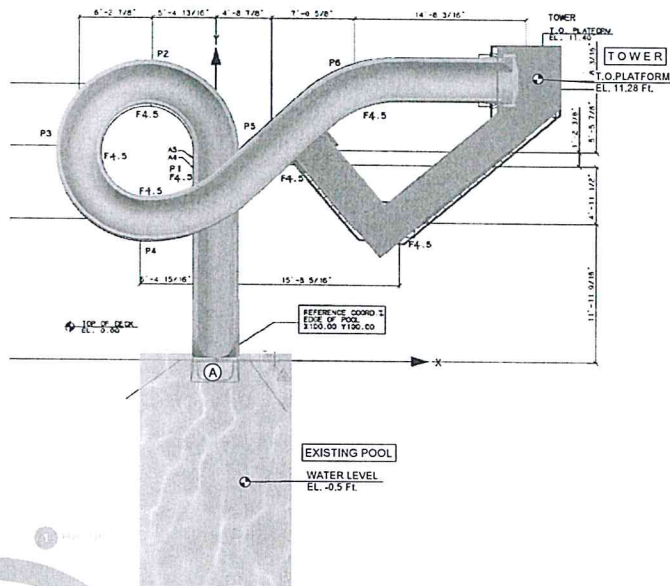
APPROX. WEIGHT = 2.6 LBS/SQ. FT.

c is Concentrated Load LBS/FT of width
 Δc is Deflection under Concentrated Load
 u is Uniform Load LBS/FT²
 Δu is Deflection under Uniform Load



For example: a 300 lb concentrated load will have 0.231" deflection over a 36 inch span.

Lapeer MI Slide Tower Refurb
Lapeer, Michigan, United States

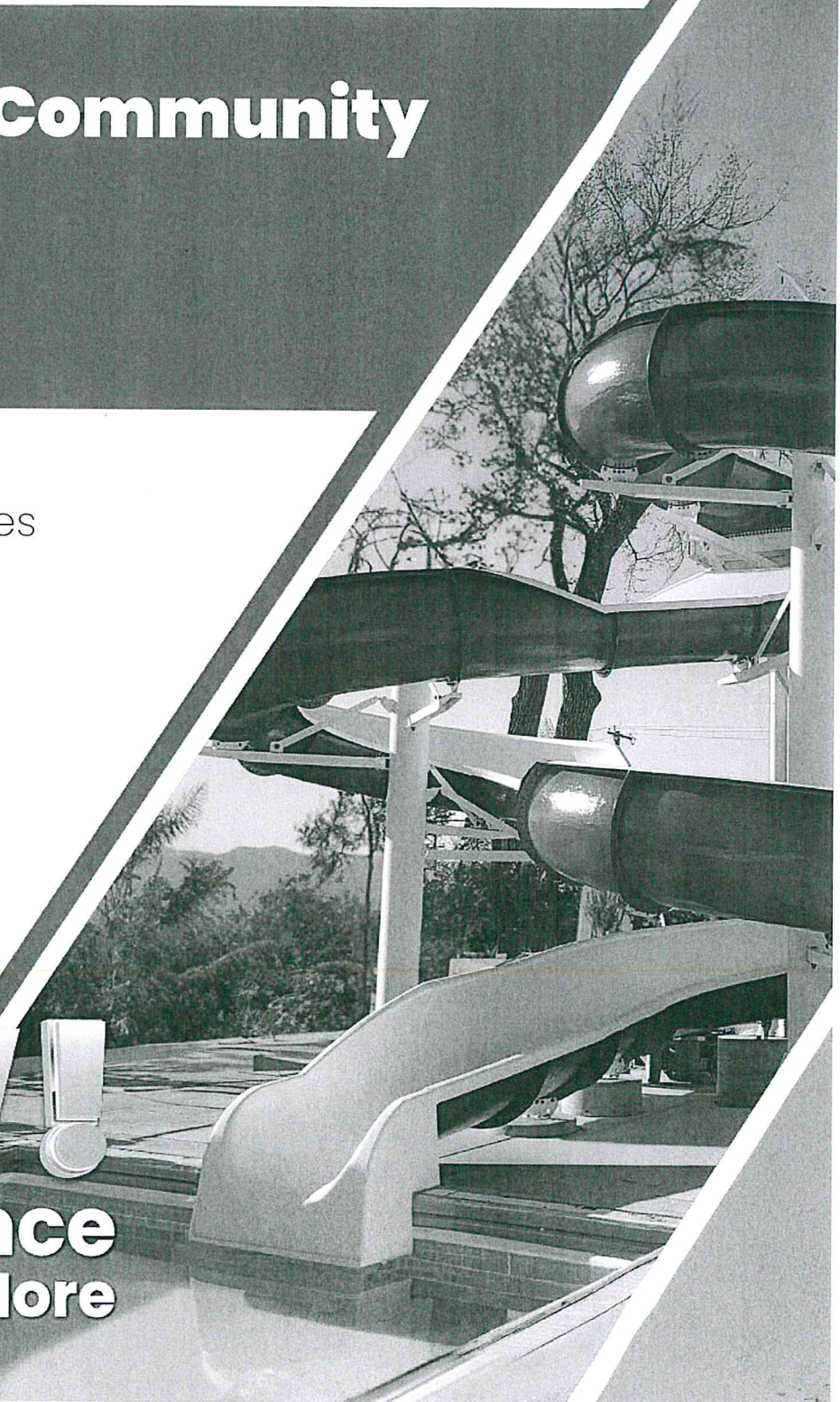




Lapeer Community Center

Lapeer, MI
Restoration Services
August 8, 2024

**Keep It
NEW!**
Maintenance
Solutions & More



Maintenance & Restoration Services Proposal

Item	Amount	Details
A	\$199,000.00*	• Demo existing slide tower and waterslide • Provide dumpster and haul-off of existing materials • Design/Engineer shop drawings for review/approval • Manufacture new slide tower of similar layout and length: galvanized and powder-coated carbon steel • Manufacture new waterslide of similar, layout and length: fiberglass flumes with Ashland Maxguard Gelcoat 22-24 mils and Duratec High Gloss • Installation of new slide tower and waterslide • Certification and training of new slide tower and waterslide • We plan to deck-mount the new slide tower; worse case you will have to provide up to 3 foundations, maximum. <u>Foundations to be placed by others and not included in pricing.</u>

*(Sales tax and prevailing wages excluded)

WARRANTY

Includes a one-year warranty on workmanship and manufacturers' defects.

TO BE PROVIDED BY OTHERS/EXCLUSIONS

- a. Any building permits, licenses, sales tax, allowances, bonds, and submissions as required by local authorities, surveying, brokers fees or additional site visits.
- b. Adequate access to the project area.
- c. Union wage rates or Union labor of any kind.
- d. MEP Services of any kind.
- e. Hardware replacement of any kind.
- f. Modifications to the concrete deck, landscape, or surrounding areas.
- g. Slide Renu products – not recommended.
- h. It is assumed our crews will have the ability to work between 8AM and 8PM seven (7) days a week, as we deem necessary.

NOTE: It is agreed that Splashtacular shall be permitted to process our work without interruption or delay. The purchaser hereby agrees that Splashtacular will be reimbursed in full for all costs associated with any delays. These reimbursable expenses include, but are not limited to, re-mobilization costs and equipment rental/delivery fees. This agreement must become a part of the final contracts.

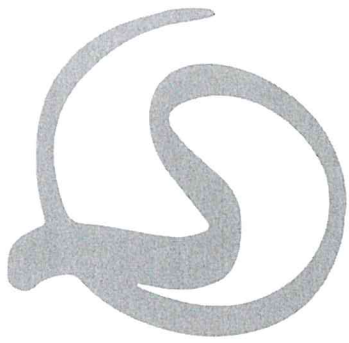
Payment terms

- 50% Deposit due to initiate contract and procure materials.
- 25% Due prior to shipping materials.
- 25% Due upon completion of on-site work. Net 10 due upon receipt of final invoice.

Schedule

- If new tower is deck mounted: 15 – 20 consecutive days onsite to demo existing tower/slide and install new tower/slide.
- If new tower requires foundations:
 - 1st mobilization to demo/haul of existing tower/slide 7 – 10 consecutive days onsite.
 - 2nd mobilization to install new tower/slide 7 – 10 consecutive days onsite.

We appreciate the opportunity to provide this proposal. If you have any questions, or need additional information, please contact Jimmy Nigh at 785.766.4061. (Email: jimmy@splashtacular.com)



Always here.
Always safe.
Always original.

www.splashtacular.com

Toll free	+1 800- 844-5334
UK	+44 01403-334375
AUS	+61 427-775-520
CHN	+86 14714910540

Home Office: 401 N. East Street, Paola, KS 66071
UK Office: Office 305, Afon House, Worthing Rd Horsham, RH12 1TL
AUS Office: ABN 81 100 186 917 62 Thuringowa Drive Kirwan Qld 4817 (Townsville)

California
Contractors License
No. 1056997

Splashtacular // Innovators Of Fun



ITEM G-7

To: Mike Womack, City Manager
From: Rodney Church, Director of Parks, Recreation & Cemetery
Date: September 30, 2024
RE: Contract for Engineering Services Amendment 1 – Pump Track at Oakdale Trails site

STAFF RECOMMENDATION

To approve the Contract Amendment with ROWE Professional Services for design assistance of the pump track, attached budget amendment and authorize the Director of Parks, Recreation & Cemetery to sign the agreement.

CURRENT OR NEW INFORMATION

Previously a site analysis, topo survey, and cost estimate were provided for the initial proposed site of the pump track which was just north of Chatfield School on the vacant city lot east of Lake Dr. After numerous discussions a new site has been proposed south of the railroad tracks adjacent to the “Demille Bowl” on the city owned Oakdale property. This is an amendment to the original agreement with ROWE Professional Services that was dated April 18, 2023. The amended agreement scope items are as follows for the new proposed location:

- Prepare two-part topographic survey of existing Oakdale Trailhead parking lot (north of railroad) and north of Farmer’s Creek Teaching Station (south of railroad).
- Prepare concept plan for modified parking lot to provide approximately twenty additional parking spaces.
- Using information from survey, take existing pump track plan as prepared by Velosolutions and fit onto site north of teaching station.
- Develop concept level grading plan to consider storm sewer and earthwork needs for pump track site.
- Consider costs to get construction equipment and materials to site.
- Prepare cost opinion for parking lot and for preparing pump track site (storm sewer and earthwork).
- Coordinate meetings between City, ROWE, and Velosolutions team to establish benefits and drawbacks of new site option.

This proposed contract amendment was brought to the City back in February 2024, but at that time it was determined to hold off until the Pump Track Fundraising committee started raising the funds necessary to build the park.

The proposed contract amendment of \$14,400 will be paid from the Marijuana funds, which is currently in Committed fund balance of the Park Fund.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

AGENDA ITEM REVIEW

Meeting Date:	October 7, 2024	Date Reviewed:	October 1, 2024
Consent:		Reviewed By:	City Clerk’s Office
Administrative:	X		
Public Hearing:			

Amendment No. 1 to Contract for Engineering Services - Revised
City of Lapeer Pump Track
Farmer's Creek Teaching Station
PO No. 2300290

THIS AMENDMENT, entered into this ____ day of October, 2024 by and between the City of Lapeer hereinafter referred to as the "CLIENT" and ROWE Professional Services Company, hereinafter referred to as the "CONSULTANT", provides details of Additional Services to be performed under the Contract executed on April 18, 2023 and as outlined in Section 2.

Additional Services to be Performed by Consultant:

- Prepare two-part topographic survey of existing Oakdale Trailhead parking lot (north of railroad) and north of Farmer's Creek Teaching Station (south of railroad).
- Prepare concept plan for modified parking lot to provide approximately twenty additional parking spaces.
- Using information from survey, take existing pump track plan as prepared by Velosolutions and fit onto site north of teaching station.
- Develop concept level grading plan to consider storm sewer and earthwork needs for pump track site.
- Consider costs to get construction equipment and materials to site.
- Prepare cost opinion for parking lot and for preparing pump track site (storm sewer and earthwork).
- Coordinate meetings between City, ROWE, and Velosolutions team to establish benefits and drawbacks of new site option.

Clarifications OR Exceptions:

- Available space will allow taking pump track design as prepared and moving it to new site without modification of layout.
- Effort from Velosolutions for second phase should be minimal other than to review ROWE's work, and to be available for meetings with City and ROWE.
- Cost opinion will consider work needed to expand parking lot only; existing lot rehabilitation will not be included.

Additional Client's Responsibilities:

- The City and its team will continue to be available as needed to answer questions and/or meet as needed.

Payments to the Consultant:

- The Client will pay the Consultant for additional services \$14,400 with no other changes to Section 2 of the amended Contract. The current contract value dated April 18, 2023, was \$9,800. The new contract value will be a Lump Sum/Not to Exceed value of \$24,200. All terms and conditions of the original contract apply to this amendment unless otherwise noted.

Project Schedule:

Schedule	Task
Week 1-4	Prepare topographic survey
Week 5-6	Prepare concept drawings.
Week 7	Meet with City staff and/or Velosolutions to review.
Week 8	Revise drawings, forward to City Commission for review.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment the day and year first above written.

Client:
City of Lapeer

Consultant:
ROWE Professional Services Company

Signature

Signature

Typed Name and Title

Typed Name and Title

BUDGET ADJUSTMENT
REQUEST FORM

2024/2025

TO: CITY MANAGER

The following budget adjustments are requested. **All Budget adjustments must be whole dollars. Negative numbers should be in parenthesis ().**

ACCOUNT #	ACCOUNT NAME	AMOUNT OF ADJUST. (+/-)
208-751-974.000	Land Improvements	14,400

TOTAL NET AMOUNT 14,400

Enter Description: Increase land improvements for Pump track design. CIP 22946

Fund/Department: _____

Rodney Church, Director of Parks, Recreation and Cemetery
Department Head Signature

TO: FINANCE DEPARTMENT

- ☐ The above indicated Budget Adjustments are approved by the City Manager.
- ☒ The above indicated Budget Adjustments were approved by the City Commission at their _____ Commission meeting. Please make the appropriate entries to

Date

City Manager's Signature



ITEM J-1

To: Mayor and City Commission
Date: September 30, 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		
Downtown Development Authority	Vacancy	Jan 1, 2028	4 Year		
EDC/TIFA/Brownfield	Vacancy	Mar 1, 2025	6 Year		
Planning Commission	Vacancy Vacancy	Aug 1, 2027 Aug 1, 2027	3 Year 3 Year		

COMMISSION APPOINTMENTS

BOARD OR COMMISSION	MEMBER NAME	EXPIRATION	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
Board of Review	Vacancy	Jan 1, 2026	3 Year		
Prison Liaison Committee	Vacancy	Apr 1, 2025	3 Year		
Zoning Board of Appeals	Vacancy – Alternate	Apr 1, 2027	3 Year		

The following residents have applied to a Board or Commission:

Board/Commission:	Name:	Date Submitted:
Downtown Development Authority	Tamara Cutcher	July 26, 2024, DDA BOARD RECOMMENDS

RESIGNATIONS:

Downtown Development Authority Elizabeth Moffitt

MOTION:

Accept the resignation of Elizabeth Moffitt from the Downtown Development Authority and declare the seat vacant.

Planning Commission	Audrey Brady	August 12, 2024
Planning Commission	Mackey White	August 16, 2024
Planning Commission	Jannice Ferdon	August 20, 2024
EDC/TIFA/Brownfield	Jannice Ferdon	August 20, 2024

AGENDA ITEM REVIEW

Meeting Date: October 7, 2024

Date Reviewed: September 30, 2024

Reviewed By: City Clerk's Office



DRAFT

171 2024 9-25 DDA TIF Revenue Sharing Program

Moved by Roodvoets. Supported by Gillingham.

To authorize the Executive Director to begin discussions with the appropriate parties concerning potential options for a DDA TIF Revenue Sharing Program.

Yeas: Members Bostick-Tullius, Roodvoets, Fanson, Marquardt, Herr, Beyer, Gillingham, Schwab and Rogers.

Nays: None.

Absent: Hogan and Sharkey.

MOTION CARRIED.

Board Resignation – Moffitt

172 2024 9-25 Board Resignation - Moffitt

Moved by Fanson. Supported by Schwab.

To accept the resignation of Elizabeth Moffitt from the DDA Board.

Yeas: Members Bostick-Tullius, Roodvoets, Fanson, Marquardt, Herr, Beyer, Gillingham, Schwab and Rogers.

Nays: None.

Absent: Hogan and Sharkey.

MOTION CARRIED.

Board Vacancy Recommendation – Cutcher

The board reviewed the application received from Tamara Cutcher to serve on the DDA and discussion was held on Cutcher's qualifications and service on the Events Committee and the WinterFest sub-committee.

173 2024 9-25 Board Recommendation - Cutcher

Moved by Herr. Supported by Gillingham.

To recommend the Mayor/City Commission appoint Tamara Cutcher to the Downtown Development Authority.

Yeas: Members Bostick-Tullius, Roodvoets, Fanson, Marquardt, Herr, Beyer, Gillingham, Schwab and Rogers.

Nays: None.

Absent: Hogan and Sharkey.

MOTION CARRIED.

BOARD MEMBER COMMENTS

There were no additional board member comments.

ADJOURNMENT

It was moved by Marquardt to adjourn the meeting at 8:30 a.m.

MEETING ADJOURNED.



DRAFT

Ashley Fanson, Secretary



Application for Boards and/or Commissions

Please complete, sign and date the application and return to:
City Clerk's Office, 576 Liberty Park, Lapeer, MI 48446
810-664-5231

Email: clerk@ci.lapeer.mi.us

☐ Accuracy Board	☒ Downtown Development Authority	☐ Lapeer Neighborhoods, Inc.
☐ Board of Review	☐ Economic Development Corporation / Tax Increment Financing Authority / Brownfield Redevelopment Authority	☐ Local Development Finance Authority
☐ Cemetery Board	☐ Greater Lapeer Transportation Authority	☐ Local Officers Compensation Commission
☐ Center for the Arts of Greater Lapeer	☐ Income Tax Board of Review	☐ Park Board
☐ Construction Board of Review	☐ Lapeer Building Authority	☐ Planning Commission
☐ County Center Board	☐ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	☐ Lapeer Housing Board of Appeals	

Please tell us why you wish to serve on this Board or Commission; describe your relevant experience; and what do you feel you can contribute to the Board or Commission:

I own a store in Downtown Lapeer, I enjoy the events and watching families having fun. I am already on the Event Committee and Winterfest Committee. I would like to help out in other areas and see more improvements and a more positive attitude, upbeat in any way to bring more visitors and businesses into our lovely Downtown.

Applicant Information:

Print Name: Tamara Cutcher
(First) (Last)

Street Address: [REDACTED]

Home Phone: [REDACTED]

Email: enails15@yahoo.com

Employer: Self employed

Occupation: Retail Store owner

Educational Background:

Associate of Applied Science MA/PA

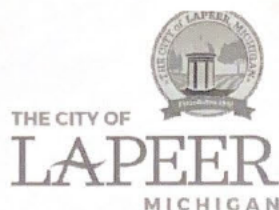
Community Activities and/or Work Experience:

I was in the Medical field for over 20 years, Hospice. Now own my own business and moved it Downtown 5 years ago. Active member of Strength in Numbers, NDA Winterfest and event Committees.

Tamara Cutcher
Signature

July 26, 2024
Date

Thank you for your interest in serving on one of our Boards or Commission. All information on this application is public information and subject to disclosure in response to public records request made pursuant to the Freedom of Information Act.



Application for Boards and/or Commissions

Please complete, sign and date the application and return to:
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810-664-5231

Email: clerk@ci.lapeer.mi.us

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☐ County Center Board	☐ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	☐ Lapeer Housing Board of Appeals	

Please tell us why you wish to serve on this Board or Commission; describe your relevant experience; and what do you feel you can contribute to the Board or Commission:

I like to consider the big-picture plan in every situation and thoughtfully make decisions that support the overall strategy or mission of a group. I have experience working with various teams of people at local churches to accomplish desired outcomes and events. I will bring thoughtfulness and thoroughness to the planning commission.

Applicant Information:

Print Name:

Audrey
(First)

Brady
(Last)

Street Address:

West Genesee Street

Home Phone:

Cell Phone:

Email:

@gmail.com

Employer:

Lapeer Community Schools

Occupation:

Virtual Partnership Classroom Mentor

Educational Background:

Associates Degree in Applied Science: Interior Design from Baker College

Community Activities and/or Work Experience:

Lapeer Community Church Student Ministries
Faith Christian Family Church Children's Ministry
Chaffield School Teacher Assistant Sub
Beautiful U Salon + Spa Reception Manager

Signature

Audrey Brady

Date

8-11-24

Thank you for your interest in serving on one of our Boards or Commission. All information on this application is public information and subject to disclosure in response to public records request made pursuant to the Freedom of Information Act.



RECEIVED

Application for Boards and/or Commissions

Please complete, sign and date the application and return to:

AUG 16 2024

City Clerk's Office, 576 Liberty Park, Lapeer, MI 48446

810-664-5231

CITY MANAGER
LAPEER, MI

Email: clerk@ci.lapeer.mi.us

☐ Accuracy Board	☐ Downtown Development Authority	☐ Lapeer Neighborhoods, Inc.
☐ Board of Review	☐ Economic Development Corporation / Tax Increment Financing Authority / Brownfield Redevelopment Authority	☐ Local Development Finance Authority
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☐ Construction Board of Review	☐ Lapeer Building Authority	☒ Planning Commission
☐ County Center Board	☐ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	☐ Lapeer Housing Board of Appeals	

Please tell us why you wish to serve on this Board or Commission; describe your relevant experience; and what do you feel you can contribute to the Board or Commission:

I believe it is right and necessary for citizens of a community to sacrifice and take responsibility for the welfare of that community. As a resident of the City of Lapeer, I want to give my time and effort to help keep this place great. I know the Planning Commission has an opening and that it is an important part of our city government. With my training in philosophy, theology, and teaching, I am able to study, learn, and understand the City's Master Plan and Zoning Ordinances which will allow me to be a successful commissioner. My training in the Marines, likewise, has prepared me for working in a team, as well as using tact to engage with people of different personalities and temperaments. Altogether, I will be able to contribute to the success of the Planning Commission and to the success of the City of Lapeer.

Applicant Information:

Print Name: Mackey (First) White (Last)

Street Address: [REDACTED] N. Calhoun St. Lapeer

Home Phone: WHA Cell Phone: [REDACTED]

Email: [REDACTED]@gmail.com

Employer: Powers Catholic High School Occupation: Teacher

Educational Background:

Bachelor's Degree in Philosophy & Theology

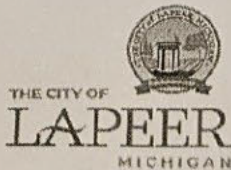
Community Activities and/or Work Experience:

*Knights of Columbus Fundraisers *United States Marine Corps
*Support the Downtown *Teacher
*Immaculate Conception Church *Participant in City events & activities

[Signature]
Signature

8/16/24
Date

Thank you for your interest in serving on one of our Boards or Commission. All information on this application is public information and subject to disclosure in response to public records request made pursuant to the Freedom of Information Act.



Application for Boards and/or Commissions

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☐ Construction Board of Review	☐ Lapeer Building Authority	☒ Planning Commission
☐ County Center Board	☐ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	☐ Lapeer Housing Board of Appeals	

Please tell us why you wish to serve on this Board or Commission; describe your relevant experience; and what do you feel you can contribute to the Board or Commission:

I am a strategic, creative, compliance-focused, integrity-driven Human Resource Generalist and leader of teams in collaborative planning and execution of strategic business initiatives and the implementation of new and approved processes. I welcome the challenge of problem-solving and working through obstacles that hinder progress. I am an advocate for the employee and employer, I am energized by coaching and mentoring at all professional levels for organizational excellence.

Applicant Information:

Print Name: Jannice Feldon
(First) (Last)

Street Address: Lincoln St Lapeer

Home Phone: [REDACTED] Cell Phone: [REDACTED]

Email: [REDACTED]@yahoo.com

Employer: Hutchinson Corporation Occupation: HR Generalist

Educational Background: Certification - American Society of Employees Human Resource Generalist. 10 years Human Resource experience

Community Activities and/or Work Experience: Volunteer for Habitat for Humanity 3 yrs
Leader and First Responder of the Safety & Sustainability Committee
Certified CPR/AED First Aid including Stop the Bleed
Member of Faith Christian Family Church

Signature

Thank you for your interest in serving on one of our Boards or Commission. All information on this application is public information and subject to disclosure in response to public records request made pursuant to the Freedom of Information Act.

Date



Downtown Development Authority

September 18, 2024

Encouraging positivity when promoting and talking about our community is vital for fostering a strong, unified identity that attracts both visitors and investment, while also boosting local morale. By highlighting the strengths and unique qualities of our downtown, we not only enhance our reputation but also inspire civic pride and participation. This positive narrative helps counteract any negative perceptions, encouraging residents, businesses, and visitors to see our community as a vibrant, welcoming place where they want to live, work, and invest.

Lapeer Main Street DDA.

- *Michigan Main Street Program/Michigan Downtown Association*
 - Michigan Main Street
 1. MEDC Case Study – Lapeer has been selected to be featured as an MEDC case study that will focus on our utilization of programs through Michigan Main Street and Redevelopment Ready Communities. For this project we will be working with Phil Eich – Phil is the story teller who did the story telling blitz that we are currently in the process of rolling out. Interviews and filming for this project will likely take place in mid-October. Topics will cover Michigan Main Street, Vibrancy Grants, RRC, and interviews will take place with board members, business owners, stakeholders, and MEDC team members.
 2. Our National Accreditation self-assessment has been completed and submitted for review to Main Street America. The next steps will be:
 1. MMS Review Self-Evaluations/Feedback – September 2 - 13, 2024
 2. Virtual visits – December 2-5, 2024 - Director and Executive Committee
 3. MMS Application Based Service Due – December 13, 2024
 4. Check in Calls on Accreditation and Services – January 6-17, 2025 - Director and Board Chair – review memos and recommendations based on responses.
 3. 2024 Pulse Poll is Live and will close on Friday, September 28
 4. 2024 Impact Reports are in progress. Information for this annual report is due to Michigan Main Street by early October.
 5. Michigan Main Street Team Member Leigh Young and I have submitted a proposal to present at the National Main Street Conference in Philadelphia.
 6. Our Stories from this year's MMS service – Story Telling Blitz are rolling out and have been very well received.
 1. You can also find all of the stories on downtownlapeer.com and they have been submitted to the Pure Michigan website as well.
 7. Upcoming Michigan Main Street Dates to be aware of:
 1. September 23 – 24 – MMS Fall Workshop – Cheboygan
 - Michigan Downtown Association
 1. Lapeer will be hosting the MDA's full in person board meeting and their Regional Network event on September 26th. Location will be Gallery 194. There will be a walking tour of the downtown at 4:00pm and the networking event begins at 5:00pm.
 2. The MDA's Annual Conference is November 7th & 8th. This year's conference will take place in Ann Arbor.

- Connecting Entrepreneurial Communities:
 1. CEC 2025 will take place in Lapeer on May 29 & 30, 2025
 2. The Local CEC Team consists of myself, Mike Womack, Rodney Church, Josh Atwood, Catherine Bostick, Samantha Warren.
 3. The local committee will begin meeting monthly to ensure that they stay on track in planning for the conference.

Business Development - Economic Vitality

- Business Recruitment/Retention and Support
 - The Business Development Committee met on September 18 and continued the conversation on how we can support businesses and property owners within the downtown. I've started working with the building department to find a time to meet and discuss challenges and solutions for property/building owners in the downtown area.
 - The Committee also talked about looking at a TIF revenue sharing incentive to support investment within the downtown. This would be similar to the brownfield TIF that we looked at earlier but done within the DDA.
 - The Committee spent time reviewing the Pulse Poll responses that have come in thus far.
 - Current Empty storefronts and available properties include:
 1. 18 E. Nepessing St. – City Owned property – Empty, not currently for sale
 2. 350 N. Court Street – 2nd/3rd Floor office space available
 3. 44 W. Park Street – Calvelli's For Sale (Including Liquor License)
 4. 606 N. Saginaw Street – multiple units
 5. 10 E. Nepessing St. – Previously Flannagan's
 6. 114 Park Street – Located next to the Chamber and Holiday Depot
 7. 324 W. Nepessing Street – Under new ownership
 8. 404 W. Nepessing Street – Previously Tech Smart - first two floors available for lease.
 - Business Relocating out of the Downtown
 1. 104 W. Nepessing Street – Grace Apparel Co.
 - Businesses Opening
 1. 104 W. Nepessing Street – Women's boutique – expanding from a mobile business format to a brick-and-mortar location.

Placemaking - Design:

- The placemaking committee met on September 17 and continued the discussion on Historic Preservation. There are currently 42 CLG communities in Michigan. The committee divided the list and will reach out to each of the communities to talk to them about their experience in the program.
- Wayfinding Signs are in production and we anticipate receiving them in October.
- I've spoken with EXIT Realty to place our new mural on the side of their building. This will add a little more vibrancy to their building.

Outreach – Organization & Promo and Marketing:

- The Outreach committee met on September 10th. Kaleigh Wilson from Lapeer Teamwork joined us for the meeting and has expressed interest in being involved and working with the committee. The committee focused on ideas for our Volunteer Donor and Recognition event in January
- DDA Online (social media, Website)
 - Social Media:
 - Facebook
 - Followers = 7171 followers on Facebook
 - Reach = 93,563
 - 25 New Page Likes in the last 28 days
 - 73 New Followers in the last 28 days
 - 172 Shares
 - Demographics = 80% Women 20% Men
 - Instagram
 - Followers = 1132
 - Reach = 1650 in the last 28 days

Special Events:

- The event committee met on September 3rd and discussed summer events and the impact they have on businesses downtown and the community. The committee spent time discussing the application process for special events and how the DDA is not a part of the review process for events taking place downtown. This leads to the inability to provide accurate information regarding events to businesses downtown. It also means there is very little input on how the event will impact the downtown and downtown businesses. After some discussion, it was decided that the Event Committee should recommend that the DDA has a seat at the table as part of the approval process for events that take place downtown. I will work on putting a proposal together for approval by the Event Committee and the DDA board for a recommendation to The City.
 - The PorchFest committee met for their wrap up meeting and has already started planning and thinking of ideas for 2025. Next year's PorchFest will take place on July 19
 - The Ladies Night Out committee is busy getting ready for the next Ladies Night planned for Friday November 15. Beyer's Furniture will serve as the starting location for the event.
- 2023 Visitor Data Event Information – I've spent a little bit of time evaluating the Visitor Data provided for 2023. These numbers represent the visitor counts for the whole day, not just the hours of the event.
 - In 2023 there were events taking place on 54 days downtown
 - Days with events attracted 267,191 Visitors
 - The 3 days of Lapeer Days there were 54,273 visitors to the downtown
 - Bike Night days had 65,779 visitors
 - Car Cruise Days had 63,534 Visitors
 - WinterFest days had 10,752 Visitors
 - Visitor Counts on Fridays with Bike Night are almost identical to Fridays without Bike Night. The exception to this is the opening night of Bike Night which saw over 6000 people. Most Fridays were between 4500 and 5000, with or without bike night.
 - Visitor Counts on Mondays with Car Cruise were noticeably higher than Mondays without the Car Cruise. Ranging from 300 to 1000 more visitors with exceptions for Mondays with Food Truck events (counts were higher) and Mondays with rain (counts were lower)
- Upcoming Special Events
 1. Michigan Downtown Day – September 28
 2. Treat Walk – October 26
 3. Ladies Night Out – Fall – November 15
 4. WinterFest – December 6 & 7

Sponsorships:

- Our Current Sponsorship list includes:
 - Essential Necessities and The Rock Shop – Gold Level
 - Avery's Automotive – Gold Level
 - Jay's Septic – Diamond Level,
 - Kin Thai – Gold Level
 - Milnes Automotive – Platinum
 - State Farm – Pat Cronin – Friend
 - Security Credit Union – Platinum
 - PASS – Bronze
 - Comcast - Gold

Partnerships:

- I have been working with Imlay City and Almont DDA's on a video to promote the three communities. The Video will release for Michigan Downtown and will highlight all three communities to the song "Downtown"

Administrative:

- *Staff:* No updates at this time

James Alt
Lapeer DDA Executive Director,
810-728-6598
james@lapeerdda.com

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: September 30, 2024
RE: Material Transmittals

1. EMS Incident Count by Agency per Municipality – August 2024.



Incident Count by Agency per Municipality

August 2024



	EMS calls	LCEMS	MEDSTAR	MARLETTE	LCEMS %
Almont Township	20	20	0	0	100.00%
Almont Village	24	24	0	0	100.00%
Arcadia Township	18	16	2	0	88.89%
Attica Township	40	36	4	0	90.00%
Burlington Townsip	3	2	0	1	66.67%
Burnside Township	18	3	0	15	16.67%
Clifford Village	12	2	0	10	16.67%
Columbiaville Village	19	18	1	0	94.74%
Deerfield Township	42	40	2	0	95.24%
Dryden Township	13	13	0	0	100.00%
Dryden Village	9	9	0	0	100.00%
Elba Township	30	28	2	0	93.33%
Goodland Township	10	7	3	0	70.00%
Hadley Township	25	25	0	0	100.00%
Imlay city	65	65	0	0	100.00%
Imlay Township	21	21	0	0	100.00%
Lapeer City *	328	175	153	0	53.35%
Lapeer Township	30	25	5	0	83.33%
Marathon Township	33	32	1	0	96.97%
Mayfield Township	98	71	27	0	72.45%
Metamora Township	25	25	0	0	100.00%
Metamora Village	4	4	0	0	100.00%
North Branch Township	7	7	0	0	100.00%
North Branch Village	11	11	0	0	100.00%
Oregon Township	26	25	1	0	96.15%
Otter Lake Village	9	8	1	0	88.89%
Rich Township(Mayville)	6	4	0	2	66.67%
Totals	946	716	202	28	75.69%
Emergency Calls (less transfers)	817	711	78	Percentage of E-Call Lapeer County	87.03%
Lapeer City transfers *	129	5	124		
Lapeer E-Calls *	199	170	29	Percentage of E-Call Lapeer City	85.43%

RECEIVED

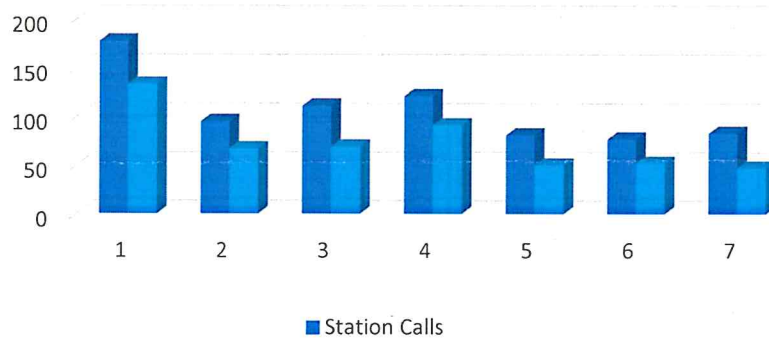
SEP 23 2024

CITY MANAGER
LAPEER, MI

		Call Volume	Transports	Transport % of Volume
Station				
Lapeer	Alpha 10	177	133	75.14%
North Branch	Alpha 20	95	67	70.53%
Imlay City	Alpha 30	111	69	62.16%
Elba	Alpha 40	121	91	75.21%
Mayfield	Alpha 50	81	50	61.73%
Metamora	Alpha 60	77	52	67.53%
Dryden	Alpha 80	83	47	56.63%
Totals		745	509	
		Average Transport % per call		68.32%
Wheelchair Van				
TOTAL				

Lapeer County Incidents	716
Other Activity (transfers)	5
	721

Station Totals





**CCAD - Monthly Incident Count By Agency for Lapeer
Summary By Department By Incident Type**

For 08/01/2024 Thru 09/01/2024



For Cities: LAPEER CITY

Agency Code	Type Code	Num Of Incidents
1E - Lapeer County EMS	ALARMM - MEDICAL ALARM	8
	AMB - AMBULANCE CALL MEDICAL	138
	CITI ASSIST - ASSIST CITIZEN	1
	DOMESTIC - DOMESTIC/ASSAULT	1
	FAMILY DIST - DOMESTIC/NO ASSAULT	1
	MENTAL - PERSON WITH MENTAL PROBLEMS	2
	PDA - PROPERTY DAMAGE ACCIDENT	2
	PIA - PERSONAL INJURY ACCIDENT	5
	PTTRANS - PATIENT TRANSFER MEDICAL	5
	STRUCTURE - STRUCTURE FIRE	2
	SUICIDAL - SUICIDAL PERSON	2
	SUSP - SUSPICIOUS PERSON/VEH/CIRCUMSTANCE	2
	TRANS - TRANSPORT	1
	UNACCL - UNKNOWN ACCIDENT	1
	WELFAR - WELFARE CHECK	4
Total Incidents for 1E - Lapeer County Ems		175

Sum:

175