



**AGENDA**  
**CITY OF LAPEER**  
**LAPEER CITY COMMISSION**  
**576 LIBERTY PARK, LAPEER, MI 48446**  
**DECEMBER 1, 2025**  
810-664-5231 \* [www.ci.lapeer.mi.us](http://www.ci.lapeer.mi.us)

**6:30 P.M. CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF DECEMBER 1, 2025, AGENDA**

**A. MINUTES:**

1. Minutes of the Regular meeting held November 17, 2025.

**B. PUBLIC COMMENTS:**

**C. CONSENT AGENDA:**

1. Official 2026 Meeting Calendar.

***SUGGESTED MOTION:***

*Approve the Consent Agenda for December 1, 2025.*

**D. BILL LISTING:**

1. Bill Listing for December 1, 2025.

***SUGGESTED MOTION: ROLL CALL VOTE.***

*Approve the Bill Listing for December 1, 2025, in the amount of \$171,151.12.*

**E. PROCLAMATIONS, RECOGNITIONS AND RESOLUTIONS:**

**F. PUBLIC HEARINGS:**

**G. ADMINISTRATIVE REPORTS:**

1. Special Event: Steel Patriots, Friday Night Bikes.

***SUGGESTED MOTION:***

*Approve the Steel Patriots, Friday Night Bikes Special Event Application.*

2. Modification to introduction of an Ordinance.

***SUGGESTED MOTION:***

*Approve the modification to the Commission's ordinance introduction procedure to require First reading, Second reading, as presented.*

3. Zoning Ordinance Text Amendments – Articles 7-13, 7-15, 7-16 & 7-17.

***SUGGESTED MOTION:***

*First reading of the text amendments to Chapter 7 (Zoning Ordinance), Articles 7-13, 7-15, 7-16, and 7-17 of the General Ordinances of the City of Lapeer as proposed.*

4. Contract – Assessment Administration Services, LLC - Assessor Services.

**SUGGESTED MOTION: ROLL CALL VOTE.**

*Approve the three-year contract with Assessment Administration Services, LLC for assessing services beginning December 1, 2025, as presented and authorize the City Manager to sign all necessary documents.*

5. Resolution – MSHDA 2026 Housing Choice Voucher Administration Contract Extension.

**SUGGESTED MOTION: ROLL CALL VOTE.**

*Adopt the resolution for the Michigan State Housing Development Authority (MSHDA) Division of Rental Assistance and Homeless Solutions Housing Choice Voucher Program Amendment/Extension for Housing Choice Voucher Administration 2026.*

6. MSHDA – Independent Contractor Staff Contracts for 2026.

**SUGGESTED MOTION: ROLL CALL VOTE.**

*Approve the Independent Contractor Contracts for 2026 that coincide with the City of Lapeer/MSHDA HCV Administration 2026 contract extension and authorize the Mayor and City Manager to sign all necessary documents.*

**H. CITY MANAGER’S REPORT:**

1. 425 Agreement Amendment with Mayfield Township – Parcel Id: 014-031-003-12.

**SUGGESTED MOTION:**

*Set a Public Hearing at the next Regular Meeting on December 1, 2025, at 6:30 p.m. or as soon thereafter as may be heard regarding an Amendment to the existing 425 Agreement between the City of Lapeer and Mayfield Twp., which would add Parcel Id: 014-031-003-12 into the existing 425 Agreement.*

2. Discussion regarding Commission Seating Arrangements.
3. Various matters.

**I. CITY ATTORNEY’S REPORT:**

1. Various matters.

**J. UNFINISHED BUSINESS:**

1. Appointments to Boards and Commissions.
  - a. Mayoral Appointments:
    1. Re-appointment – DDA – C. Bostick-Tullius, term expires January 1, 2030.
    2. Re-appointment – DDA – B. Beyer, term expires January 1, 2030.
    3. Re-appointment – DDA – G. Gaecke, term expires January 1, 2030.
  - b. Commission Appointments:
    1. Re-appointment–Board of Review–C. Malmrose, term expires January 1, 2029.

**K. DEPARTMENTAL COMMUNICATIONS:**

1. Downtown Development Authority.
2. 18 E. Nepessing St., Update.

**L. PUBLIC COMMENTS:**



**M. CLOSING COMMENTS:**

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

**N. REMINDER OF MEETINGS:**

Next City Commission Meeting: **MONDAY, DECEMBER 15, 2025, Regular**

**O. REMINDER OF PUBLIC HEARINGS:**

**ADJOURNMENT**

**MATERIAL TRANSMITTAL**

**Notice:**

Persons with disabilities needing accommodations for effective participation through electronic means in this meeting should contact the City Clerk at (810) 664-5231 or by email at [clerk@ci.lapeer.mi.us](mailto: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  
NOVEMBER 17, 2025**

Prior to the start of the regular meeting, Honorable Denis J. McCarthy presided over the Swearing-in Ceremony of Mayor Elect Jeramy Hing and Commissioner Elect Lynne McCarthy.

A regular meeting of the Lapeer City Commission was held November 17, 2025, at the Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan. The meeting was called to order at 6:36 p.m.

**ROLL CALL**

Present: Mayor Hing.

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

Absent: None.

City Manager: Mike Womack, present.

City Attorney: T. Allen Francis, present.

Mayor Hing led the Pledge of Allegiance.

Mayor Hing asked for nominations for Mayor Pro Tem. Commissioner Glisman nominated Commissioner Petrie. Commissioner Brady nominated Commissioner Atwood. There being no other nominations, the question was called to a vote.

**264 2025 11-17 ELECTION OF MAYOR PRO TEM**

To elect Commissioner Petrie as Mayor Pro Tem.

ROLL CALL VOTE.

Ayes: Glisman, McCarthy, Petrie.

Nays: Atwood, Brady.

MOTION CARRIED 3-2.

To elect Commissioner Atwood as Mayor Pro Tem.

ROLL CALL VOTE.

Ayes: Atwood.

Nays: Brady, Glisman, McCarthy, Petrie.

MOTION FAILED.

Commissioner Petrie was elected as Mayor Pro Tem.

Mayor Hing proposed an amendment to the agenda, requesting that all items under Sections G, H, and J be postponed to the next regular meeting scheduled for December 1, 2025.

**265 2025 11-17 AMENDMENT TO THE AGENDA**

Moved by Petrie. Seconded by Glisman.

To postpone any action on items under Sections G, H, and J until the next regular meeting on December 1, 2025.

ROLL CALL VOTE:

Ayes: Glisman, McCarthy, Petrie.

Nays: Atwood, Brady.

MOTION CARRIED 3-2.

**266 2025 11-17 AGENDA APPROVAL**

Moved by Glisman. Seconded by Petrie.

Approve the Agenda for November 17, 2025, as amended.

ROLL CALL VOTE.

Ayes: Glisman, Petrie, McCarthy.

Nays: Brady, Atwood.

MOTION CARRIED 3-2.

**267 2025 11-17 MINUTES**

Moved by Petrie. Seconded by Glisman.

Approve the minutes of the regular meeting held November 3, 2025, as presented.

Commissioner Brady noted that Commissioner McCarthy was not present at the November 3, 2025, meeting and therefore should not vote on the approval of those minutes. City Attorney Francis stated that the matter could be considered debatable. City Manager Womack added that, while customary practice would allow Commissioner McCarthy to vote on the minutes, Robert's Rules of Order would not.

Mayor Hing asked City Manager Womack to cite the authority and provide the specific citation.

Mayor Hing called for a two-minute recess at 6:49 p.m., to allow City Manager Womack to research the information. The Lapeer City Commission reconvened the meeting at 6:54 p.m.

City Manager Womack read from the Rules and Procedures of the Commission, page 9: "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." However, it has been the custom of the City Commission, as well as other city boards, for members to vote on minutes from meetings at which they were not in attendance.

Mayor Hing asked City Attorney Francis for his opinion on the matter, noting that the rules and procedures and past custom appeared to be in conflict. Mr. Francis indicated that the rules allow for suspension of the rules, which he believes occurred when absent members voted on those minutes, or there was no contest to such action.

ROLL CALL VOTE.

Ayes: Glisman, Petrie, Atwood, Brady.

Nays: None.

Abstain: McCarthy.

MOTION CARRIED.

**PUBLIC COMMENTS**

Commissioner Brad Haggadone provided an update to the City Commission regarding recent proceedings and activities of the Lapeer County Board of Commissioners.

Melissa Petrie gave an invocation.

**268 2025 11-17 CONSENT AGENDA**

Moved by Petrie. Seconded by Glisman.

Approve the consent agenda for November 17, 2025, as presented.

1. Special Event: DDA Christmas Fest, Friday, December 5, 2025, from 4 p.m. to 9 p.m. and Saturday, December 6, 2025, during business hours, downtown Lapeer.

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

Nays: None.

MOTION CARRIED.

## **269 2025 11-17 BILL LISTING**

Moved by Glisman. Seconded by Petrie.

Approve the bill listing for November 17, 2025, in the amount of \$685,506.28.

ROLL CALL VOTE.

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

Nays: None.

MOTION CARRIED.

## **ADMINISTRATIVE REPORTS**

None.

## **CITY MANAGER'S REPORT**

None.

## **CITY ATTORNEY'S REPORT**

City Attorney Francis welcomed the newly elect Mayor and Commissioner.

## **UNFINISHED BUSINESS**

None.

## **DEPARTMENTAL COMMUNICATIONS**

The Departmental Monthly Reports were received into the record.

## **PUBLIC COMMENTS**

Kevin Daley congratulated the newly elected Mayor and City Commissioner; and thanked the previous members of the City Commission for serving.

## **MAYOR/COMMISSIONER COMMENTS**

Commissioner Glisman: Congratulated Mayor Hing and Commissioner McCarthy and expressed gratitude for their commitment to the City, looking forward to working with them. Norbert Oldani, of Oldani Landscape Nurseries in North Branch has donated 10 more lilac bushes to the City. Thanked Jeff Hogan for writing an article about the Lilac Project and expressed appreciation to Rodney Church, Ryan Edwards, and Eric Schmidt for their assistance with planting, noting the City is fortunate to have such dedicated employees. She also mentioned that planning is underway for the America 250 celebration, with a decision-making meeting to be held soon involving multiple entities. We will be celebrating one of America's most cherished holidays, Thanksgiving next week; she hopes everyone in Lapeer is warm, fed, and comforted. God bless us all, and God bless the United States of America.

Commissioner McCarthy: Asked Commissioner Glisman to include Jill Lyons from the Center for the Creative Arts in the America 250 Celebration. She noted that the Historic Courthouse has been undergoing extensive renovations. The exterior work is complete, and interior work

is now beginning. The Building and Parks Department will begin scheduling weddings for the second quarter of 2026, with limited usage anticipated, and it is hoped the renovations will be completed in time for the America 250 Celebration.

Commissioner Petrie: Welcomed Mayor Hing and Commissioner McCarthy and thanked them for their anticipated contributions. She also thanked Commissioner Glisman for her work on the Lilac Project and Commissioner McCarthy for her efforts with the Historic Courthouse, which she described as a gem of the City. She expressed hope that the Commission can work together as a team, with everyone's motivation being the love of the City and its residents. She noted that she has been a lifelong resident and hopes the City remains a home for people who cherish it.

Mayor Hing: Thanked everyone who joined us tonight; honored to begin this term. Looks forward to working with everyone with diligence, respect and a clear commitment to the people of Lapeer.

**270 2025 11-17 ADJOURNMENT**

Moved by Petrie.

To adjourn the regular meeting at 7:17 p.m.

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

Nays: None.

MOTION CARRIED.

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Jeremy Hing, Mayor

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Romona Sanchez, City Clerk



**CITY OF LAPEER**  
**2026 Official Meeting Calendar**  
Meetings at City Hall (exceptions noted)  
576 Liberty Park, Lapeer, MI 48446  
810.664.5231

**LAPEER CITY COMMISSION**

***First and third Monday of each month at 6:30 p.m.***

**Exceptions:** Due to holiday(s), meeting(s) will be rescheduled as follows:

Monday, January 19 is rescheduled for Tuesday, January 20, 2026.

Monday, February 16 is rescheduled for Tuesday, February 17, 2026.

Monday, September 7 is rescheduled for Tuesday, September 8, 2026.

**CEMETERY BOARD**

Third Thursday of October, 2:00 p.m., Mt. Hope Cemetery Building

**DOWNTOWN DEVELOPMENT AUTHORITY (DDA)**

Fourth Wednesday of each month, 8:00 a.m.

**ECONOMIC DEVELOPMENT CORPORATION (EDC)  
AND TAX INCREMENT FINANCE AUTHORITY (TIFA)**

First Wednesday of the month as needed, 8:00 a.m.

**HOUSING COMMISSION**

Third Thursday of each month, 4:00 p.m.

**LOCAL DEVELOPMENT FINANCE AUTHORITY (LDFA)**

First Tuesday, in: March, June, September and December  
or as needed, 8:00 a.m.

**PARK BOARD**

First Wednesday in November, 6:30 p.m.

**PLANNING COMMISSION**

Second Thursday of each month, 6:30 p.m.

**ZONING BOARD OF APPEALS**

Fourth Monday of the month as needed, 6:30 p.m.

**ANNUAL MEETINGS:**

Goals & Objectives (*Dates to be announced & published*)

MML Legislative Capital Conference – March 10-11, 2026 (*Lansing*)

MML Region V Meeting – Dates to be determined

MML Fall Convention Conference – Dates and location to be determined

**ALL CITY FACILITIES  
will be closed on  
the following days:**

***New Year's Holiday***

*\*Thursday, January 1*

***Martin Luther King Day***

*\*Monday, January 19*

***President's Day***

*\*Monday, February 16*

***Good Friday***

*\*Thursday, April 2*

***Memorial Day***

*\*Monday, May 25*

***Independence Day***

*\*Thursday, July 2*

***Labor Day***

*\*Monday, September 7*

***Veteran's Day***

*\*Wednesday, November 11*

***Thanksgiving Holiday***

*\*Wednesday, November 25*

*\*Thursday, November 26*

***Christmas Holiday***

*\*Wednesday, December 23*

*\*Thursday, December 24*

***New Year's Holiday***

*\*Wednesday, December 30, 2026*

*\*Thursday, December 31, 2026*

***\*The Community Center***  
*will be open on the days noted*  
*above, hours may vary.*  
*Call 810.664.4431*



## ITEM D-1

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**To:** Mayor and City Commission  
**From:** Kelly Hanna, Director of Financial Services  
**Date:** November 19, 2025  
**RE:** Bill Listing – November 7, 2025, through November 20, 2025

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### **STAFF RECOMMENDATION**

Approve the bill listing as presented.

### **CURRENT OR NEW INFORMATION**

I, Kelly Hanna, Director of Financial Services, have reviewed the bills for November 7, 2025, through November 20, 2025, in the total amount of **\$171,151.12** and find them to be proper charges.



CHECK REGISTER FOR CITY OF LAPEER  
CHECK DATE FROM 11/07/2025 - 11/20/2025

| Check Date | Check   | Vendor Name                        | Amount    |
|------------|---------|------------------------------------|-----------|
| 11/20/2025 | 3478(E) | DTE ENERGY                         | 66,764.68 |
| 11/20/2025 | 3474(A) | VECTOR TECH GROUP                  | 9,623.25  |
| 11/20/2025 | 3450(A) | ETNA SUPPLY                        | 8,163.60  |
| 11/20/2025 | 3469(A) | ROWE INC                           | 7,875.00  |
| 11/20/2025 | 3483(E) | WEX BANK                           | 7,317.72  |
| 11/20/2025 | 3454(A) | HAVILAND PRODUCTS COMPANY          | 6,752.25  |
| 11/20/2025 | 3446(A) | CRUISERS, INC                      | 6,529.18  |
| 11/20/2025 | 3460(A) | MTECH COMPANY                      | 4,951.51  |
| 11/20/2025 | 3477(E) | CITY OF LAPEER                     | 4,755.87  |
| 11/20/2025 | 3448(A) | DEE CRAMER                         | 4,754.35  |
| 11/20/2025 | 3465(A) | OWEN TREE SERVICE INC              | 4,030.00  |
| 11/20/2025 | 599553  | WSP USA INC                        | 3,195.00  |
| 11/20/2025 | 3468(A) | RIGHT TOUCH LANDSCAPING INC        | 2,300.00  |
| 11/20/2025 | 3472(A) | SZOTT FORD                         | 2,158.87  |
| 11/20/2025 | 599526  | ALH WOODBRIDGE PARK LAPEER LLC     | 2,000.00  |
| 11/20/2025 | 3458(A) | MAUK, JODI                         | 1,920.00  |
| 11/20/2025 | 3471(A) | SMITH, SHANNON                     | 1,920.00  |
| 11/20/2025 | 599539  | KARMA ENVIRONMENTAL SOLUTIONS LLC  | 1,750.00  |
| 11/20/2025 | 3452(A) | FIRE-DEX, GW LLC                   | 1,560.50  |
| 11/20/2025 | 599548  | T. P. ISRAEL CO INC                | 1,500.00  |
| 11/20/2025 | 599543  | MGS ELECTRIC INC.                  | 1,440.00  |
| 11/20/2025 | 3451(A) | EUROFINS ENVIRONMENT TESTING       | 1,412.00  |
| 11/20/2025 | 599534  | CARQUEST OF LAPEER                 | 1,355.21  |
| 11/20/2025 | 599544  | MI STATE FIREMEN'S ASSOC           | 1,330.00  |
| 11/20/2025 | 3484(E) | WINDSTREAM                         | 1,141.99  |
| 11/20/2025 | 599545  | MODERN OF METAMORA LLC             | 1,090.00  |
| 11/20/2025 | 3473(A) | TAYLOR, SARAH                      | 1,062.50  |
| 11/20/2025 | 3449(A) | DICLEMENTE SIEGEL DESIGN INC.      | 1,040.00  |
| 11/20/2025 | 3456(A) | JOHNSON CONTROLS SEC. SOLUTIONS    | 867.03    |
| 11/20/2025 | 3455(A) | INSOURCE SOLUTIONS GROUP           | 708.00    |
| 11/20/2025 | 3461(A) | NORTH CENTRAL LABS                 | 677.89    |
| 11/20/2025 | 599540  | LAPEER CO TREASURER                | 655.79    |
| 11/20/2025 | 599525  | ACTION MUNICIPAL SUPPLY, LLC       | 627.41    |
| 11/20/2025 | 599552  | VILLAGE PRINTING                   | 620.00    |
| 11/20/2025 | 599554  | XTREME SHREDS                      | 585.00    |
| 11/20/2025 | 3475(A) | VIEW NEWSPAPERS                    | 506.00    |
| 11/20/2025 | 3481(E) | ISOLVED, INC.                      | 451.97    |
| 11/20/2025 | 599550  | TRW LANDSCAPES LLC                 | 446.00    |
| 11/20/2025 | 3466(A) | PARAGON LABORATORIES, INC.         | 418.00    |
| 11/20/2025 | 599547  | SHIRLEY'S DRY CLEAN. & ALTERATIONS | 378.19    |

|            |         |                                 |                     |
|------------|---------|---------------------------------|---------------------|
| 11/20/2025 | 3464(A) | ON DUTY GEAR, LLC               | 372.47              |
| 11/20/2025 | 599531  | BETTER BUY FLAG                 | 369.09              |
| 11/20/2025 | 599542  | MARCO TECHNOLOGIES, LLC         | 356.33              |
| 11/20/2025 | 3457(A) | K & R TRUCK SALES, INC.         | 344.00              |
| 11/20/2025 | 599551  | UNIFIRST CORPORATION            | 329.09              |
| 11/20/2025 | 3462(A) | NYE UNIFORM CO                  | 298.06              |
| 11/20/2025 | 599530  | BENNETT ASPHALT PAVING, INC     | 250.00              |
| 11/20/2025 | 3479(E) | GRANITE TELECOMMUNICATIONS, LLC | 241.14              |
| 11/20/2025 | 3467(A) | PREMIER OCCUPATIONAL HEALTH     | 176.00              |
| 11/20/2025 | 599529  | ARNOLD'S AUTO WASH              | 168.00              |
| 11/20/2025 | 599538  | JAY'S SEPTIC                    | 150.00              |
| 11/20/2025 | 3447(A) | D & K TRUCK COMPANY INC.        | 146.24              |
| 11/20/2025 | 3480(E) | INVOICE CLOUD                   | 115.00              |
| 11/20/2025 | 3470(A) | SHORELINE INVESTMENT SERV. INC. | 108.95              |
| 11/20/2025 | 599528  | AMBIA ENERGY, LLC               | 100.00              |
| 11/20/2025 | 599535  | CLASSIC HEATING & COOLING       | 100.00              |
| 11/20/2025 | 599541  | LOCKHART ROOFING                | 100.00              |
| 11/20/2025 | 599546  | OAK ELECTRIC SERVICE            | 100.00              |
| 11/20/2025 | 599549  | THE EXTERIOR ZONE               | 100.00              |
| 11/20/2025 | 3476(A) | WARREN SYSTEMS INC              | 98.83               |
| 11/20/2025 | 599536  | DELYNN'S DESIGNS, INC           | 91.25               |
| 11/20/2025 | 599527  | ALRIG USA                       | 90.18               |
| 11/20/2025 | 3453(A) | FLINT WELDING SUPPLY CO         | 84.50               |
| 11/20/2025 | 3463(A) | OLIVIA COLLETTI ART             | 67.50               |
| 11/20/2025 | 3459(A) | MES SERVICE COMPANY, LLC        | 65.00               |
| 11/20/2025 | 599533  | BROWN, TIMOTHY                  | 44.51               |
| 11/20/2025 | 599532  | BROWN, KURT                     | 34.00               |
| 11/20/2025 | 599537  | HAWKINS, MILDRED                | 13.97               |
| 11/20/2025 | 3482(E) | STATE OF MICHIGAN               | 2.25                |
| TOTAL      |         |                                 | <u>\$171,151.12</u> |

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**To:** Mike Womack, City Manager  
**From:** Jeremy Howe, Chief of Police  
**Date:** November 10, 2025  
**RE:** Special Event – Friday Night Bikes 2026

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**STAFF RECOMMENDATION**

Approve the event. Insurance required

**CURRENT OR NEW INFORMATION**

We have received a Special Event Application from Norm Barbieri (Steel Patriots) to hold an event titled: “Friday Night Bikes”. This event is scheduled to be held nearly every Friday night during the summer months beginning May 29<sup>th</sup> and ending August 28, 2026. There will be no scheduled events on July 3<sup>rd</sup> or August 21<sup>st</sup> of 2026. The event operation will be from 5:00PM to 10:00PM. This event will take place on Nepessing Street, from Mason Street to Pine Street. Nepessing Street may be closed at Mason Street to Court St. Nepessing will also be closed from Court St to Pine St. Court Street and Pine Street will remain open with barricades closing Nepessing Street (see attached map). The event is expected to bring anywhere from 300 to 2,000 attendees.

There will be live music, street performers, bike shows and caricature artists with the possibility of additional acts to bring more interest to the event. There will also be street vendors and food trucks if necessary.

This event requires City resources from the DPW for barricades and cones. The event will also require picnic tables and the electricity to be turned on near the stage area. The police department will set up the barricades/cones in conjunction with any event organizers. Police presence during the event will result in overtime.

See PDF File SE Friday Night Bikes 2026.

**BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION**

Previously held event in 2025.

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**AGENDA ITEM REVIEW**

**Meeting Date:** November 17, 2025

**Date Reviewed:** November 12, 2025

**Consent:** X

**Administrative:**

**Reviewed By:** Clerk’s Office

**Public Hearing:**

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RECEIVED

SEP 17 2025

CITY MANAGER



THE CITY OF  
**LAPEER**  
MICHIGAN

# City of Lapeer SPECIAL EVENT APPLICATION (SEA)

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)

Steel Patriots M/C Inc.

Phone #

810 441 9147

Address

5276 Augusta Court  
Metamora MI 48453

Organization Event  
Coordinator/Contact

NORM BARBIERI

Phone #

248-431-3003

Event Coordinator/  
Contact Address

1550 Dakota Ct Oxford MI 48371

Coordinator/Contact Email

Nbarbieri@sbglobal.net

Event Name

Friday Night Bikes

Purpose of Event

A community focused event to bring together riders & residents to support a greater cause. Held on Friday evenings. See Attached

Have you  
reserved your  
park/pavilion?

Yes / No

Event Location

Downtown Lapeer  
See Attached

*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

2026, MAY 29, June 5, 12, 19 & 26  
July 10, 17, 24, 31 & Aug 7, 14 & 31<sup>st</sup>

Event Time

5 pm - 10 pm

# of Event

Organizational Team

10

# of Expected  
Attendees:

300 - 2,000

Describe the activities

taking place at your event:

See Attached

Please check what will be part of your event:

☒

Music\*\*

☐

Animals\*\*

(such as a petting zoo)  
Wedding

☐

Selling of food\*

Selling of drinks\*

☐

Posted Signage of  
Event\*

Liquor/Beer or Wine\*

\*\*Please list here what type of music (DJ/Band/Individual singers, etc.) and/or list animals: horn bands,  
A Food Truck or two on the side street.

\*See Rules and Regulations

Please check what you request the City to supply:

FOR OFFICE USE ONLY:

SPECIAL EVENT REVIEW COMMITTEE APPROVALS

|                                               |                                       |
|-----------------------------------------------|---------------------------------------|
| <input type="checkbox"/> City Manager         | <input type="checkbox"/> Police Chief |
| <input type="checkbox"/> Fire Chief           | <input type="checkbox"/> DPW Director |
| <input type="checkbox"/> Parks & Rec Director |                                       |

|                          |                              |        |
|--------------------------|------------------------------|--------|
| Picnic Tables<br>Qty:    | Electricity Turned on/off    | Other: |
| Trash Containers<br>Qty: | Road Crossing Guards<br>Qty: |        |
| Road Closures<br>List:   |                              |        |

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

### INDEMNIFICATION AGREEMENT

The Steel Patriots 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: 9/16/25

Witness: [Signature] Date: 9/16/25

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): Friday Nights Memorial Day through week After Labor Day - weekend of the 4th of July & Labor Days

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:

---



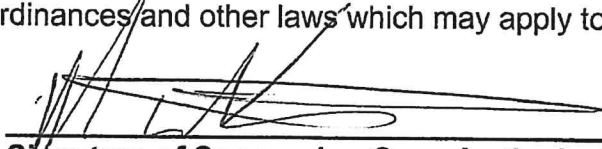
4. **Alcoholic Beverages:** Will they be served? [YES] NO  
Who holds the Liquor Control Commission license?
- 

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.

9/16/25

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:

- |                          |                                                                          |
|--------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> | Complete Signed Application.                                             |
| <input type="checkbox"/> | Park Reservation (as needed).                                            |
| <input type="checkbox"/> | Certificate of Insurance –Naming City of Lapeer as additionally insured. |
| <input type="checkbox"/> | Event Map.                                                               |
| <input type="checkbox"/> | If Non-Profit provide proof of IRS 501c(3) status.                       |





# STREET-GRUB SHOWDOWN



**THROUGHOUT FRIDAY NIGHT BIKE SEASON**

**TASTE EVERY RESTAURANT'S"  
STREET-GRUB SHOWDOWN ENTRY**

**VOTING DAY: AUGUST 14**

**WINNER ANNOUNCED & TROPHY AWARDED:  
AUGUST 31**

## **RESTAURANTS**

You're encouraged to add a special  
Friday Night "Street-Grub" item  
to your menu

## **SUPPORTERS**

Seven days a week, visit  
participating restaurants  
to try their Street-Grub creation  
and cast your vote for Lapeer's Top Dish!





Login

## STEEL PATRIOTS M/C INC.

Matched Names: STEEL PATRIOTS M/C



|                                               |                                                                                                                                                                                                                                                                 |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Entity Name                                   | STEEL PATRIOTS M/C INC.                                                                                                                                                                                                                                         |
| Prior Names                                   | WILD PIGS M/C OAKLAND<br>INC                                                                                                                                                                                                                                    |
| Identification #                              | 802299726                                                                                                                                                                                                                                                       |
| Jurisdiction                                  | Michigan                                                                                                                                                                                                                                                        |
| Entity Type                                   | Domestic Nonprofit<br>Corporation                                                                                                                                                                                                                               |
| Entity Status                                 | Active                                                                                                                                                                                                                                                          |
| AR Standing                                   | Good                                                                                                                                                                                                                                                            |
| AR Due Date                                   | 10/01/2026                                                                                                                                                                                                                                                      |
| Initial Filing Date                           | 03/18/2019                                                                                                                                                                                                                                                      |
| Last Report with<br>Officers and<br>Directors | 2025                                                                                                                                                                                                                                                            |
| Resident Agent<br>Name                        | MARK SOFFIN                                                                                                                                                                                                                                                     |
| Registered Office<br>Street Address           | 5276 AUGUSTA COURT,<br>METAMORA, MI 48455-<br>8700                                                                                                                                                                                                              |
| President Name<br>& Address                   | JIM BOSTICK 1740<br>DUTTON, ROCHESTER<br>HILLS, MI 48306-0000                                                                                                                                                                                                   |
| Secretary Name<br>& Address                   | BARBARA SOFFIN 5276<br>AUGUSTA COURT,<br>METAMORA, MI 48455                                                                                                                                                                                                     |
| Treasurer Name<br>& Address                   | MARK SOFFIN 5276<br>AUGUSTA COURT,<br>METAMORA, MI 48455                                                                                                                                                                                                        |
| Directors Names<br>& Addresses                | JOHN FARRELL 5345<br>GUYETTER, CLARKSTON,<br>MI 48346<br><br>NORMAN BARBIERI 1740<br>DUTTON ROAD,<br>ROCHESTER HILLS, MI<br>48306-2322<br><br>RANDY BALLARD 663<br>VANDERPOOL, TROY, MI<br>48083<br><br>JEREMY HERFERT 562<br>GRAND LEGACY, LAPEER,<br>MI 48446 |



Gold hovers near rec...



12:37 PM  
9/15/2025





## Purpose of Friday Night Bikes

**Friday Night Bikes** is more than just a motorcycle gathering—it's a community-driven event that combines the excitement of riding with the mission of giving back. Held on Friday evenings, it unites bikers, families, and local businesses to raise funds and awareness for local nonprofits, creating lasting impact beyond the road.

### 1. Unite the Motorcycle Community

Friday Night Bikes provides a welcoming space for riders of all experience levels to connect, ride, and celebrate their shared passion. It fosters camaraderie, pride, and inclusivity within the motorcycle culture.

### 2. Support Local Nonprofits

At its core, the event is about service. In 2025 alone, Friday Night Bikes raised **over \$40,000**, all of which was donated or invested back into the community. Beneficiaries included organizations such as **Lapeer Area Citizens Against Domestic Violence, Lapeer Animal Shelter, Holiday Depot, The Pink Fund, Lapeer Young Marines, Autism Awareness programs, Lapeer Harley Owners Group, and local school sports boosters**. Through motorcycle show registrations, raffles, donations, vendors, and sponsorships, the event continues to directly strengthen the communities where riders live and ride.

### 3. Engage the Wider Community

Friday Night Bikes goes beyond motorcycles, inviting families, neighbors, and local businesses to join the fun. Each night features **live music from local bands**, along with food trucks, raffles, and activities—creating a lively and welcoming atmosphere for everyone.

A highlight of 2025 was the **Christmas in July event**, where **12 bicycles were gifted to local children**, and the night featured a special performance by **The 3rd Degree Burns Band**.

### 4. Celebrate Motorcycle Culture with Purpose

While bikes remain the centerpiece, the event highlights the deeper power of the motorcycle community—using its passion and solidarity to create meaningful, positive change.

Proposed Event Nights (these may need to change)

May 29 – Blessing of the Bikes, live band, food truck, 50/50 for Steel Patriots

June 5 – Military Honor Night, Fly Over, Military Honor Guard, Live Band, Food Truck, 50/50 for Lapeer Young Marines

June 12 – Ladies Night, live band, food truck, 50/50 for LACADA

June 19 – Kickstands for K9's, live band, food truck, 50/50 for Lapeer Co Animal Shelter

June 25 – Bike Show Night, live band, food truck, 50/50 for Local Sports Booster

July 10 – Christmas in July, bicycle give-a-way, live band, food truck, 50/50 for Holiday Depot

July 17 – Breast Cancer Awareness - live band, food truck, 50/50 for Jordan Smith Foundation

July 24 – Autism Awareness - live band, food truck, 50/50 for Regina Starr's Non-Profit of Choice

July 31 – Vintage Bike Night - live band, food truck, 50/50 for AM-Vets of Lapeer

Aug 7 – Lighted Bike Show - live band, food truck, 50/50 for Lapeer's HOG Chapter

Aug 14 – "Street-Grub Showdown" – Trophy for the Restaurant that offers the best burgers downtown - live band, food truck, 50/50 for Lapeer's VFW Post

Aug 31<sup>st</sup> – First Responder Appreciation (PTSD Awareness) – Local FD, PD and Ambulance Apparatus Show/recruitment event, Trophy for Best looking vehicle, live band, food truck, 50/50 for Steel Patriots PTSD Awareness Cause

"The Street Guide" will be produced again with the assistance of Blue Water Printing and The County Press.

### **Street-Grub Showdown** 🗳️

Throughout Friday Night Bike Season, attendees are invited to taste every restaurant's **Street-Grub Showdown entry**.

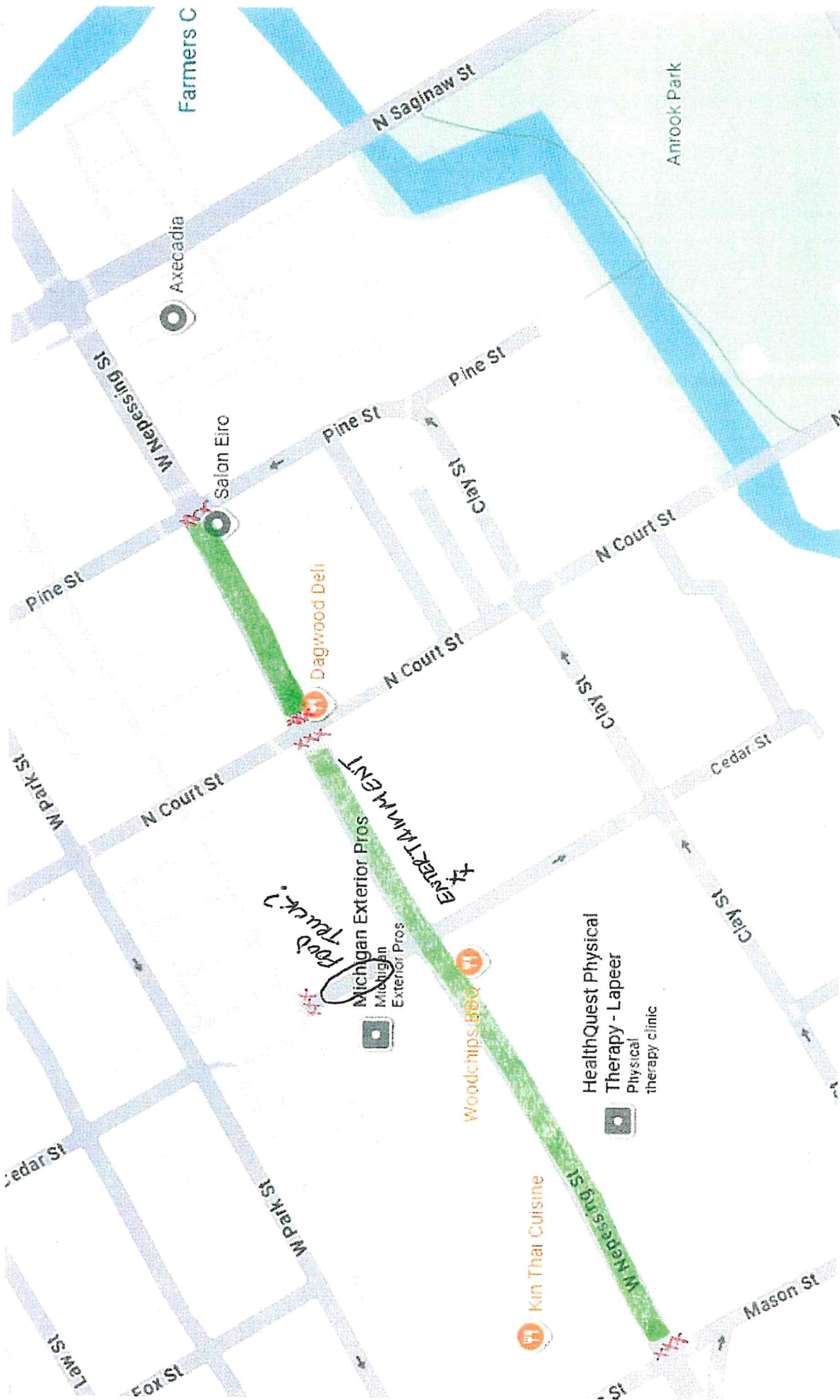
- **Voting Day:** August 14
- **Winner Announced & Trophy Awarded:** August 31

### **Restaurants:**

You're encouraged to add a special **Friday Night "Street-Grub"** item to your menu.

### **Supporters:**

Seven days a week, visit participating restaurants to try their Street-Grub creation and cast your vote on August 14th for **Lapeer's Top Dish!**



EVENT LOCATION

XXX BARACADE



# CERTIFICATE OF LIABILITY INSURANCE

Fax: (810)664-2610

DATE (MM/DD/YYYY)

09/16/2025

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 | <b>The Lapeer Agency</b><br>145 E. Nepessing St<br>Lapeer, MI 48446     | CONTACT NAME: Joy Lumley<br>PHONE (A/C, No, Ext): (810)664-2966<br>E-MAIL ADDRESS: joy@lapeeragency.com<br>FAX (A/C, No): (810)664-1102                                            |
| INSURED  | <b>STEEL PATRIOTS MC INC.</b><br>5276 AUGUSTA CT.<br>METAMORA, MI 48455 | INSURER(S) AFFORDING COVERAGE<br>INSURER A: West Bend Mutual Ins. Co. NAIC # 15350<br>INSURER B: West Bend Mutual Ins. Co.<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

## COVERAGES

CERTIFICATE NUMBER: 00017536-0

REVISION NUMBER: 2

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                         | ADDL SUBR INSD WVD                                                                           | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                      |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER:                     | Y                                                                                            | B633179       | 04/01/2025              | 04/01/2026              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ Excluded<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRE AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                                           |                                                                                              |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                             |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br>EXCESS LIAB<br>DED <input type="checkbox"/> RETENTION \$ 0<br>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>Y/N N/A | B633179       | 04/01/2025              | 04/01/2026              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                    |
| B        | Directors & Officers                                                                                                                                                                                                                                                                                      |                                                                                              | B633193       | 04/01/2025              | 04/01/2026              | Occurrence 1,000,000                                                                                                                                                                                                                        |

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

Non-profit motorcycle club

City of Lapeer is an additional insured with respect to the General Liability policy as per a written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Lapeer  
576 Liberty St  
Lapeer, MI 48446

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(JOY)

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# 2025 Friday Night Bike Financial Supporters

|                              |                                     |
|------------------------------|-------------------------------------|
| 3-D Carpentry                | J&T Electrical                      |
| Adam & Eve                   | Jays Septic Service                 |
| Arnolds Auto Wash            | Kapala Heating and Air Conditioning |
| Avery's Auto Group           | Kriss Klaus Primerica               |
| Beckwith Auto Body           | Lapeer Elite Linings                |
| Beyers Furniture             | Lapeer Wine & Spirits               |
| Billy Kirsammer Builder      | LeClair, Geri and John              |
| Blend Frozen Yogurt          | Mayfield Autobody                   |
| Buckwild Saloon              | Metamora Water Service              |
| Chase Burda Racing           | Michelle and Co                     |
| Cheers Bar                   | Milnes Ford                         |
| Choice One                   | NPL Home Loans                      |
| Clark Gas Station (Ivan)     | Paul Coulter Reality                |
| Collins Heavy Hauling        | Paula Smith Michigan Farm Bureau    |
| Country Market               | PAULS collision                     |
| Crank Cycle                  | Pefect Peace Memorials              |
| Curt Carter                  | Pine Tree Heating                   |
| Dependable Fork Lift         | Premier Outdoor Maintenance         |
| Detroit Burger Bar           | Quantum Machining                   |
| DT Fowler                    | Ray C's HD & Extreme Cycle          |
| Dupont Roofing               | RNT Earthworks                      |
| E & L Towing & Repair        | Robs Service                        |
| Eagles                       | Rogers Pharmacy                     |
| Efficient Foam Insulation    | Schlaud Trucking                    |
| EG Nicks                     | Thai Zaab                           |
| ELGA                         | The Motorcycle Lawyer               |
| Eves Tech                    | Thomas Lamagna Enterprises          |
| EXP Accounting & Tax Service | Tilted Axis                         |
| Express Auto Graphics        | Triple J Transport                  |
| Finish Line Auto Sales       | True Built Home Pros                |
| Flights and Heights          | VFW LAPEER                          |
| Friendly Automotive          | Viers Auto Plaza                    |
| Hale Flooring and Design     | Villa Milano                        |
| Health Quest                 | Vincent's Powerwashing              |
| hitch-n-post                 | Warren Systems                      |
| Home Md Housecall Services   | White Feather Farms                 |





410 W. Nepessing St. Ste. 106  
Lapeer, MI 48446  
810-728-6598  
[www.downtownlapeer.com](http://www.downtownlapeer.com)  
Executive Director: James Alt

Chairperson: Catherine Bostick  
Vice Chairperson: Tim Roodvoets  
Secretary: Mindy Schwab  
Treasurer: Megan Gillingham

## **Subject: Friday Night Bike Night Review**

The Lapeer Main Street DDA has spent considerable time reviewing Friday Night Bike Night, held weekly during the summer in Historic Downtown Lapeer. The event was established in 2021 with the goal of increasing downtown visitation and supporting all downtown businesses—not just dining and beverage establishments. While several efforts have been made by organizers and partners to achieve this goal, the outcome has been mixed. It is the position of the Lapeer Main Street DDA that the intended broad business benefit has not materialized, and many downtown businesses report that the event negatively affects their sales and operations. The purpose of this document is to provide the City Commission with clear information to help guide future decision-making regarding Bike Night.

*A quick note: Because of the divisiveness of Bike Night many businesses downtown have expressed concern over having their names public. Because of this I have not included the names of businesses in this report. It is important to me that we maintain the trust of our downtown business community.*

## **Pros:**

- The event has strong attendance. Based off visitor counts provided by Main Street America for **2024** Bike night averaged an increase of 1119 visitors over a regular Friday. This was a sizable increase from 2023 which saw an average attendance increase of 122 visitors on Fridays with Bike Night.
  - *Numbers for 2025 will not be available until likely February of 2026.*
- The organization hosting the event has taken several steps to diversify the event and make the event more family friendly. In addition to bands, they had a variety of entertainment including jugglers, stilt walkers, and magicians at a few events to create a carnival type atmosphere. They have also done theme nights, done bike giveaway for kids, and partnered with outside organizations. In 2025 they brought in food trucks with the hopes of easing the burden on the downtown restaurants and pulling traffic toward the Saginaw St. end of Nepessing St.
- **The event has raised over \$40,000 in support for local non-profits**
- It generates STRONG sales for the 4 restaurants who can participate in the Social District.
  - The employees at these 4 establishments also do very well with tips on Fridays with Bike Night.

- The event also generates strong sales for one of our dessert options downtown, however it is difficult to know if there is a sales increase over a general summer Friday without bike night.
- It's a unique event, even compared to other motorcycle events. The Lapeer event has a focus on creating a carnival atmosphere that is more family friendly than a traditional motorcycle event.
- It's a safe event. To my knowledge there have been few, if any, issues, that have required police assistance

### Challenges/Cons:

- The event is divisive. While there was a general optimism the first year of the event, that support has shrunk each year with more and more business resistance to the event each year. The divisiveness has grown so strong that many business owners have become fearful of speaking out against the event because they fear that their business will be attacked.
- Within the DDA district there are 210 business. While we recognize that it is likely an impossible task to have an event that benefits all of the businesses in the DDA, We need to be mindful that there are more than just restaurants downtown.
  - The 210 businesses include:
    - 13 Retail/Trade based businesses
    - 12 food and beverage businesses
- Feedback from businesses indicate that their business sees a **Decrease** in sales during the summer on Fridays with Bike Night.
  - From direct conversations with business owners:
    - 21 businesses indicated they see a decline or no increase in sales during bike night
    - In 2025, eleven of those businesses stayed open during Bike Nights and saw a decrease or no increase in sales.
      - This includes:
        - 4 retail
        - 6 hospitality
        - 1 Experience/Entertainment based
    - In 2024, fourteen of those businesses stayed open during Bike Nights.
      - 3 of these businesses made the decision to close for the 2025 event because they did not see a value in staying open
    - 2024/2025,
      - five of those businesses chose to close and, in some cases, close earlier than normal on Friday's during bike night
      - Two businesses are experience/entertainment based and are open some Fridays, but not all. Both have indicated that their attendance is down compared to non-bike nights.

- **2025 Event Survey: (attached)**
  - In 2025 The Lapeer Main Street DDA conducted an event survey to get a better understanding of the impact of events that take place in the downtown area. 33 businesses took part in the survey.
  - The survey asked participants to rank events in order of most beneficial to least beneficial.
    - Out of 13 events, Bike Night was second from the bottom for being beneficial to business owners and at the bottom of the results of benefits to the community.
      - (It is important to note that overall it was still seen as a benefit to the community 17 / 13)
  - Regarding Bike Night
    - 16 businesses that took the survey were open during Bike Night.
    - 9 said they actively participated.
    - 6 businesses that took the survey saw a value/benefit to their business, 25 businesses did not see a benefit.
    - 17 businesses see the event as a value to the community, 13 said they do not see a value to the community.
    - Summary of Comments: Most polarizing event. Many said it hurts Friday sales and deters families; suggested moving it to another night. Some described it as “divisive.”
  - Outside Vendors
    - One of the key takeaways from the event survey was that too many of the events downtown rely on outside vendors. The feeling amongst downtown business owners is that these vendors directly compete with the brick-and-mortar stores. *(This should be looked at for all events that take place downtown, not just bike night)*
- **Additional Bike Night Info and observations:**
- People attending Bike night stayed in the blocks between Court Street and Mason Street, even when Nepessing Street was closed all the way down to Pine. Thus the event did not generate more business for businesses located between Court Street and Saginaw Street.
- While the organization did take some steps early on to generate support for local businesses I.E. a passport book in 2024 and Food Trucks in 2025, they did not work. No business reported getting more than 5 visitors from the passport book in 2024. The food trucks in 2025 also failed to pull traffic to other areas of Nepessing Street and per the organizers the food trucks themselves did not do well.
- Once the event starts for the season there is minimal (almost zero) effort to promote shopping and support the local businesses. This was mentioned as a concern in 2024 and was not addressed in 2025.
  - Social Media posts promote: It’s a “HUGE STREET PARTY” and “Support those that support Friday Night Bikes”

- Early Street closures became an issue throughout the season, I had one business reach out on multiple occasions complaining that the street was closed before 4:00pm, resulting in their customers being impacted. I had a second business complaint that the street was closed prior to 4pm and mentioned bike night participants coming into their business and asking for cars to be moved. On two occasions I also observed Nepessing Street being closed before 4:00pm. Unfortunately, when the street is closed early like this it makes it difficult for businesses to plan and significantly reduce sales.
- By having Friday Night Bikes every Friday, the event is preventing other possible Friday events from taking place during the summer. This was demonstrated last summer when the DDA held Sidewalk Sales on July 25 & 26. Sales started out strong on Friday July 25. Once the road was closed for Bike Night, sales stopped even though several businesses attempted to stay open hoping to capitalize on the traffic bike night brings. On Friday, October 17 of this year, several businesses worked together to create a Gilmore Girls event. The event was arguably the most successful event in Historic Downtown Lapeer in the last decade and perhaps longer. Several businesses reported that it was their busiest day ever with lines out the door of many of them. This event has created an energized group of business owners that want to see more of this style of event downtown. Their goal is to create this kind of positive event experience quarterly, including in the summer. After the success and feedback of the Gilmore Girls event, their hope is to create 2 day experiences. However, having Friday Night Bikes every Friday would limit this kind of event from happening and potentially kill the momentum of small business owners who are excited and motivated to bring positive, revenue generating events to the downtown.

### **2026 Parking Lot 9 and Park Street Construction Project:**

- One of the big challenges next summer will be the Parking Lot 9 and Park Street Construction projects. These projects are anticipated to start in Mid-March and continue through Mid-August. While necessary, these construction projects will pose an extra challenge on brick-and-mortar businesses located downtown. In general, people tend to avoid construction areas because they create an extra barrier of access to a business. If a customer feels they can get the same or similar product/service at a business outside of the downtown and avoid construction, they unfortunately often will choose to avoid the downtown. These means a big part of our messaging next year needs to be focused on the importance of supporting local businesses and encouraging the community to still come downtown and support our businesses. All of our businesses. The fear of the DDA is that if Friday Night Bikes is taking place in addition to these construction projects, even more people will avoid the downtown because there will be little parking areas available for the general public. If Nepessing Street is closed for Bike Night and Lot 9 is closed for construction, parking will be in the lot behind Choice One Bank and the Lot behind Woodchips and Beyer's Furniture. This SIGNIFICANTLY reduces the number of handicap available spaces during the event and severely limits parking for the general public. This could have a significant negative impact on businesses downtown.

- The work to Parking Lot 9 and Park Street needs to be taken into consideration not only for Bike Night but for all the events that take place during the summer in the downtown area. The main goal of the DDA and The City next summer should be to insure that our local brick-and-mortar businesses are supported during the construction. If an event is taking place it should be one that is generating positive experiences and sales, not one that is limiting the sales taking place downtown.

### **Additional Thoughts:**

- Also attached you will find our pulse poll survey from 2024. This is a survey the Lapeer Main Street DDA does every other year. It looks at “the pulse” of downtown and is fairly diverse in what it explores. As you will see from the survey it looks at what is bringing people downtown, what types of businesses, what types of events, activities, and also explores demographics and **WHEN** people want to come downtown. This is the area that I think is important. **When you look at “What day of the week would people like to come downtown” the clear choice is Friday with 46% saying they would prefer to come downtown Friday.**

**When you look at The Time of Day “after 5pm” is the clear choice with 43.8% saying they would like to come downtown after 5pm on Friday.**

I think this is an area where we have to look at the results and feedback of our residents and business owners are we creating an atmosphere that discourages this? Alternatively, should we be asking the question, why are we having so many events on a Friday when it should organically be the busiest day of the week on its own? Should event programming be used to boost slower days?

On the same survey, when we ask “**what would make downtown Lapeer better?**” the overwhelming response is more retail. **Almost 50% (49.6%) said Downtown Lapeer would be better if there was more retail.** So again, I think it’s important that we ask the question, are we encouraging events that boost retail or restrict retail?

Ultimately, I believe that bike night is being used as a crutch by a few businesses, but in the long term I do not believe that the event will generate growth, development, and sustainability in the downtown. If a business is dependent of Bike Night or any event to survive, then unfortunately that is not a sustainable business model. Our goal should be to give businesses tools and resources they need to be successful and not depend on events all the time. We should strive to create an atmosphere and experience in Historic Downtown Lapeer so that the event is visiting the downtown and enjoying everything that it has to offer.



Question 1 — Multiple Choice

For which of the following activities or purposes do you visit Historic Downtown Lapeer most often? (Select up to three)

|                            |     |       |                                                                                     |
|----------------------------|-----|-------|-------------------------------------------------------------------------------------|
| Work                       | 27  | 19.7% |  |
| Dining                     | 108 | 78.8% |  |
| Shopping                   | 53  | 38.7% |  |
| Entertainment              | 35  | 25.5% |  |
| Recreation                 | 20  | 14.6% |  |
| Festivals and Events       | 55  | 40.1% |  |
| Banking/Financial Services | 8   | 5.8%  |  |
| Office Visits              | 11  | 8.0%  |  |
| Personal Services          | 15  | 10.9% |  |
| None/Not Applicable        | 3   | 2.2%  |  |
| Other (please specify)     | 8   | 5.8%  |  |

### Question 2 — Multiple Choice

Which of the following Historic Downtown Lapeer festivals and events did you attend or participate in during the past year? (Select all the apply)

|                                       |    |       |                                                                                       |
|---------------------------------------|----|-------|---------------------------------------------------------------------------------------|
| The Historic Farmers Market of Lapeer | 71 | 51.8% |    |
| Car Cruise                            | 58 | 42.3% |    |
| Lapeer Food Truck Festival            | 57 | 41.6% |    |
| Swing Out                             | 27 | 19.7% |    |
| Summer Concert Series                 | 29 | 21.2% |    |
| Friday Night Bikes in Lapeer          | 39 | 28.5% |    |
| Memorial Day Parade                   | 15 | 10.9% |    |
| Porch Fest                            | 45 | 32.8% |    |
| Lapeer Days                           | 83 | 60.6% |    |
| Michigan Downtown Day                 | 12 | 8.8%  |    |
| Nightmare on Nepessing Street         | 13 | 9.5%  |    |
| Halloween Treat Walk                  | 23 | 16.8% |   |
| Ladies Night Out                      | 39 | 28.5% |  |
| Small Business Saturday               | 27 | 19.7% |  |
| WinterFest                            | 36 | 26.3% |  |
| None                                  | 14 | 10.2% |  |

### Question 3 — Multiple Choice

Thinking about all the reasons you visit Historic Downtown Lapeer, which of the following best describes how the frequency of your visits has changed during the past year?

|                                                                                                        |    |       |                                                                                       |
|--------------------------------------------------------------------------------------------------------|----|-------|---------------------------------------------------------------------------------------|
| The frequency of my visits to Historic Downtown Lapeer has increased during the past year.             | 48 | 35.0% |  |
| The frequency of my visits to Historic Downtown Lapeer has decreased during the past year.             | 22 | 16.1% |  |
| The frequency of my visits to Historic Downtown Lapeer has stayed about the same during the past year. | 64 | 46.7% |  |
| No answer                                                                                              | 3  | 2.2%  |  |

Question 4 — Multiple Choice

What would make Historic Downtown Lapeer better? (Select up to three)

|                                  |    |       |                                                                                       |
|----------------------------------|----|-------|---------------------------------------------------------------------------------------|
| More Retail                      | 68 | 49.6% |    |
| More Dining                      | 42 | 30.7% |    |
| More Activities                  | 51 | 37.2% |    |
| Facades and Buildings rehabbed   | 27 | 19.7% |    |
| Public spaces improved           | 25 | 18.2% |    |
| Slower traffic                   | 5  | 3.6%  |    |
| Increased pedestrian/bike safety | 10 | 7.3%  |    |
| Downtown music/speaker system    | 25 | 18.2% |    |
| Decorative Lighting              | 23 | 16.8% |    |
| More bike racks                  | 1  | 0.7%  |    |
| More public art                  | 28 | 20.4% |    |
| None/Not Applicable              | 5  | 3.6%  |    |
| Other (please specify)           | 16 | 11.7% |  |

What activities would you like to have in Historic Downtown Lapeer? (Select up to three)

|                            |    |       |             |
|----------------------------|----|-------|-------------|
| Events                     | 65 | 47.4% | <div></div> |
| Movies                     | 38 | 27.7% | <div></div> |
| Music                      | 49 | 35.8% | <div></div> |
| Games                      | 16 | 11.7% | <div></div> |
| Play sports                | 11 | 8.0%  | <div></div> |
| Art                        | 38 | 27.7% | <div></div> |
| Sculptures                 | 15 | 10.9% | <div></div> |
| Children's Activity Center | 31 | 22.6% | <div></div> |
| Historical Information     | 25 | 18.2% | <div></div> |
| Comedy                     | 27 | 19.7% | <div></div> |
| None/Not Applicable        | 10 | 7.3%  | <div></div> |
| Other (please specify)     | 7  | 5.1%  | <div></div> |

Question 6 — Multiple Choice

Which of the following types of new or expanded eating and drinking establishments would make you visit Historic Downtown Lapeer more often? (Select up to three)

|                             |    |       |                                                                                       |
|-----------------------------|----|-------|---------------------------------------------------------------------------------------|
| Cocktail lounge             | 23 | 16.8% |    |
| Bakery                      | 60 | 43.8% |    |
| Breakfast/Brunch Restaurant | 44 | 32.1% |    |
| Mediterranean               | 23 | 16.8% |    |
| Tapas/Small Plates          | 11 | 8.0%  |    |
| Seafood Restaurant          | 22 | 16.1% |    |
| Winery or Wine Bar          | 17 | 12.4% |    |
| Distillery                  | 7  | 5.1%  |    |
| Healthy Menu Eatery         | 21 | 15.3% |    |
| Chocolate and Sweet shop    | 17 | 12.4% |    |
| Italian Restaurant          | 41 | 29.9% |    |
| Sushi Restaurant            | 14 | 10.2% |   |
| Steakhouse                  | 18 | 13.1% |  |
| None                        | 7  | 5.1%  |  |
| Other (please specify)      | 5  | 3.6%  |  |

Question 7 — Multiple Choice

Which of the following types of new or expanded retail establishments would make you visit Historic Downtown Lapeer more often? (Select up to three)

|                                     |    |       |                                                                                       |
|-------------------------------------|----|-------|---------------------------------------------------------------------------------------|
| Arts, Crafts and Hobbies            | 53 | 38.7% |    |
| Bikes & Bike Repair                 | 7  | 5.1%  |    |
| Bookstore                           | 38 | 27.7% |    |
| Kitchen, Home Décor and Gifts Store | 41 | 29.9% |    |
| Children's Clothing                 | 14 | 10.2% |    |
| Toy Store                           | 13 | 9.5%  |    |
| Butcher/Meat Market                 | 46 | 33.6% |    |
| Men's Clothing                      | 11 | 8.0%  |    |
| Records and CDs Store               | 8  | 5.8%  |    |
| Sporting Goods/Outdoors             | 15 | 10.9% |    |
| Jewelry Store                       | 12 | 8.8%  |    |
| Shoe Store                          | 15 | 10.9% |   |
| Women's Clothing                    | 30 | 21.9% |  |
| None                                | 5  | 3.6%  |  |
| Other (please specify)              | 5  | 3.6%  |  |

Question 8 — Multiple Choice

What day during the week would you be most likely to visit Historic Downtown Lapeer?

|           |    |       |                                                                                       |
|-----------|----|-------|---------------------------------------------------------------------------------------|
| Monday    | 10 | 7.3%  |  |
| Tuesday   | 10 | 7.3%  |  |
| Wednesday | 28 | 20.4% |  |
| Thursday  | 18 | 13.1% |  |
| Friday    | 63 | 46.0% |  |
| No answer | 8  | 5.8%  |  |



Question 9 — Multiple Choice

What day during the weekend would you be most likely to visit Historic Downtown Lapeer?

|           |     |       |                                                                                     |
|-----------|-----|-------|-------------------------------------------------------------------------------------|
| Saturday  | 105 | 76.6% |  |
| Sunday    | 24  | 17.5% |  |
| No answer | 8   | 5.8%  |  |

Question 10 — Multiple Choice

What time of day during the week would you be most likely to visit Historic Downtown Lapeer?

|            |    |       |                                                                                       |
|------------|----|-------|---------------------------------------------------------------------------------------|
| 7am - 9am  | 2  | 1.5%  |    |
| 9am - 11am | 15 | 10.9% |    |
| 11am - 1pm | 20 | 14.6% |    |
| 1pm - 5pm  | 32 | 23.4% |    |
| After 5pm  | 60 | 43.8% |   |
| No answer  | 8  | 5.8%  |  |

Question 11 — Multiple Choice

What time of day during the weekend would you be most likely to visit Historic Downtown Lapeer?

|            |    |       |                                                                                       |
|------------|----|-------|---------------------------------------------------------------------------------------|
| 7am - 9am  | 0  | 0.0%  |                                                                                       |
| 9am - 11am | 19 | 13.9% |  |
| 11am - 1pm | 26 | 19.0% |  |
| 1pm - 5pm  | 52 | 38.0% |  |
| After 5pm  | 32 | 23.4% |  |
| No answer  | 8  | 5.8%  |  |

Question 12 — Multiple Choice

Do you think housing downtown is important and would you live in Historic Downtown Lapeer if you could?

|                                                                    |    |       |                                                                                     |
|--------------------------------------------------------------------|----|-------|-------------------------------------------------------------------------------------|
| Yes housing is important and I would like to own housing downtown  | 28 | 20.4% |  |
| Yes housing is important and I would like to rent housing downtown | 16 | 11.7% |  |
| Yes housing is important but I would not like to live downtown     | 63 | 46.0% |  |
| No housing is not important                                        | 22 | 16.1% |  |
| No answer                                                          | 8  | 5.8%  |  |

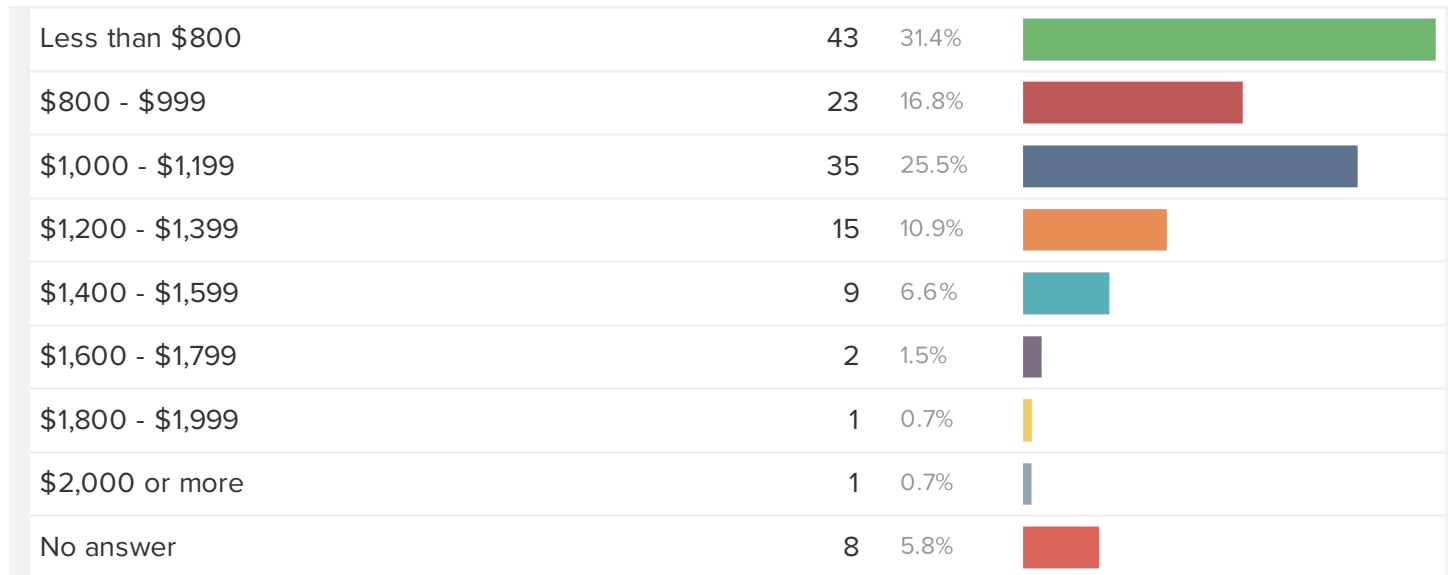
Question 13 — Multiple Choice

What type of housing is missing in Historic Downtown Lapeer?

|                        |    |       |                                                                                       |
|------------------------|----|-------|---------------------------------------------------------------------------------------|
| 2 Bedroom Condo        | 25 | 18.2% |    |
| 2 Bedroom Townhome     | 25 | 18.2% |  |
| 2 Bedroom Apartment    | 19 | 13.9% |  |
| 1 Bedroom Condo        | 10 | 7.3%  |  |
| 1 Bedroom Townhome     | 13 | 9.5%  |  |
| 1 Bedroom Apartment    | 10 | 7.3%  |  |
| Studio Apartment       | 21 | 15.3% |  |
| Loft                   | 23 | 16.8% |  |
| Senior Housing         | 27 | 19.7% |  |
| Live/Work Unit         | 19 | 13.9% |  |
| None                   | 35 | 25.5% |  |
| Other (please specify) | 8  | 5.8%  |  |

Question 14 — Multiple Choice

What is the mortgage or rent payment you would be willing or able to pay for housing in Historic Downtown Lapeer?



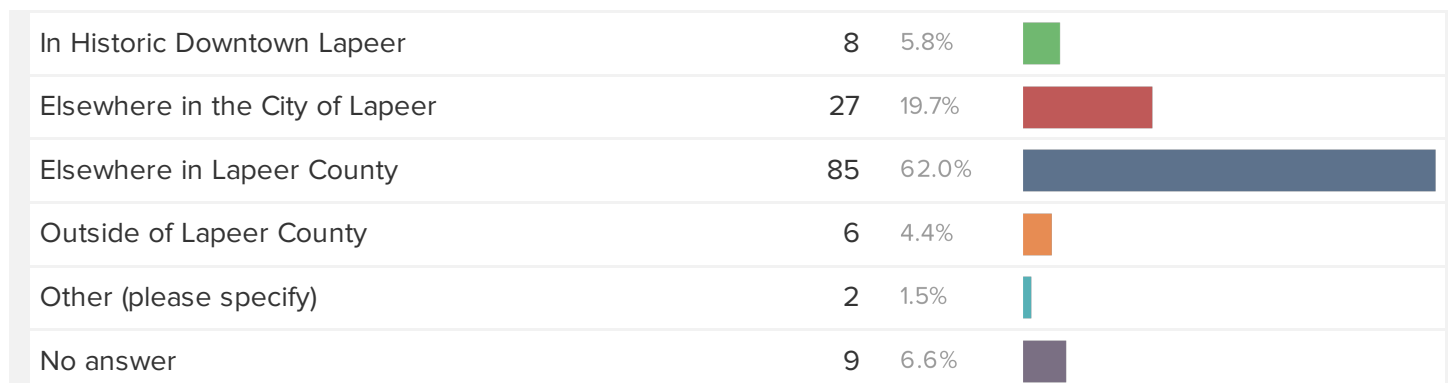
Question 15 — Multiple Choice

Which of the following best describes recent trends in Historic Downtown Lapeer?



Question 16 — Multiple Choice

Where do you live?



Question 17 — Multiple Choice

Which of the following statements below describe your current occupation/employment? (Please select all that apply.)

|                                                         |    |       |                                                                                       |
|---------------------------------------------------------|----|-------|---------------------------------------------------------------------------------------|
| I work full-time                                        | 54 | 39.4% |    |
| I work part-time                                        | 21 | 15.3% |    |
| I have multiple jobs that provide me income             | 11 | 8.0%  |    |
| I work in Historic Downtown Lapeer                      | 19 | 13.9% |    |
| I work elsewhere in the City of Lapeer                  | 12 | 8.8%  |    |
| I work elsewhere in Lapeer County                       | 18 | 13.1% |    |
| I work outside of Lapeer County                         | 22 | 16.1% |    |
| I work at home                                          | 20 | 14.6% |    |
| I am a student                                          | 4  | 2.9%  |    |
| I'm fully retired                                       | 25 | 18.2% |    |
| I'm semi-retired but sometimes earn income through work | 7  | 5.1%  |    |
| I volunteer regularly                                   | 21 | 15.3% |   |
| I'm unemployed                                          | 2  | 1.5%  |  |
| I'm unable to work                                      | 4  | 2.9%  |  |
| Other (please specify)                                  | 1  | 0.7%  |  |

Question 18 — Multiple Choice

What is your gender?

|                          |    |       |                                                                                       |
|--------------------------|----|-------|---------------------------------------------------------------------------------------|
| Female                   | 98 | 71.5% |  |
| Male                     | 20 | 14.6% |  |
| Prefer not to say        | 10 | 7.3%  |  |
| Prefer to self-describe: | 0  | 0.0%  |                                                                                       |
| No answer                | 9  | 6.6%  |  |

Question 19 — Multiple Choice

What is your age?

|               |    |       |                                                                                     |
|---------------|----|-------|-------------------------------------------------------------------------------------|
| 19 or younger | 3  | 2.2%  |  |
| 20 to 24      | 2  | 1.5%  |  |
| 25 to 34      | 16 | 11.7% |  |
| 35 to 44      | 32 | 23.4% |  |
| 45 to 54      | 24 | 17.5% |  |
| 55 to 64      | 23 | 16.8% |  |
| 65 to 74      | 23 | 16.8% |  |
| 75 or older   | 5  | 3.6%  |  |
| No answer     | 9  | 6.6%  |  |

Question 20 — Multiple Choice

What is your annual household income? (For all earners in the household, before taxes and deductions)

|                        |    |       |                                                                                       |
|------------------------|----|-------|---------------------------------------------------------------------------------------|
| Less than \$15,000     | 7  | 5.1%  |  |
| \$15,000 to \$24,999   | 7  | 5.1%  |  |
| \$25,000 to \$34,999   | 10 | 7.3%  |  |
| \$35,000 to \$49,999   | 10 | 7.3%  |  |
| \$50,000 to \$74,999   | 23 | 16.8% |  |
| \$75,000 to \$99,999   | 23 | 16.8% |  |
| \$100,000 to \$149,999 | 23 | 16.8% |  |
| \$150,000 to \$199,999 | 11 | 8.0%  |  |
| \$200,000 or greater   | 13 | 9.5%  |  |
| No answer              | 10 | 7.3%  |  |

Question 21 — Text Field

If you are interested in volunteering for Lapeer Main Street, please provide your contact information so we may contact you to identify your areas of interest and availability!

Text responses are available online.

#### Question 1 — Yes / No

Do you own a brick-and-mortar business located within the DDA District of Historic Downtown Lapeer? Find a map here if you're not sure:

[http://www.downtownlapeer.com/uploads/7/6/5/2/76521781/district\\_...](http://www.downtownlapeer.com/uploads/7/6/5/2/76521781/district_...)

|           |    |       |                                                                                     |
|-----------|----|-------|-------------------------------------------------------------------------------------|
| Yes       | 27 | 81.8% |  |
| No        | 6  | 18.2% |  |
| No answer | 0  | 0.0%  |                                                                                     |

#### Question 2 — Ranking

Please rank the following events in order 1 - 14 with 1 being the most beneficial event for your business and 14 being the least.

##### Monday Night Car Cruise

|           |   |       |                                                                                       |
|-----------|---|-------|---------------------------------------------------------------------------------------|
| 1         | 3 | 9.1%  |    |
| 2         | 3 | 9.1%  |    |
| 3         | 5 | 15.2% |   |
| 4         | 5 | 15.2% |  |
| 5         | 3 | 9.1%  |  |
| 6         | 2 | 6.1%  |  |
| 7         | 2 | 6.1%  |  |
| 8         | 2 | 6.1%  |  |
| 9         | 2 | 6.1%  |  |
| 10        | 1 | 3.0%  |  |
| 11        | 0 | 0.0%  |                                                                                       |
| 12        | 2 | 6.1%  |  |
| 13        | 1 | 3.0%  |  |
| No answer | 2 | 6.1%  |  |

Summer Concert Series

|           |   |       |  |
|-----------|---|-------|--|
| 1         | 0 | 0.0%  |  |
| 2         | 3 | 9.1%  |  |
| 3         | 1 | 3.0%  |  |
| 4         | 2 | 6.1%  |  |
| 5         | 4 | 12.1% |  |
| 6         | 6 | 18.2% |  |
| 7         | 4 | 12.1% |  |
| 8         | 5 | 15.2% |  |
| 9         | 1 | 3.0%  |  |
| 10        | 1 | 3.0%  |  |
| 11        | 2 | 6.1%  |  |
| 12        | 0 | 0.0%  |  |
| 13        | 2 | 6.1%  |  |
| No answer | 2 | 6.1%  |  |

Ladies Night Out

|           |   |       |  |
|-----------|---|-------|--|
| 1         | 5 | 15.2% |  |
| 2         | 5 | 15.2% |  |
| 3         | 5 | 15.2% |  |
| 4         | 1 | 3.0%  |  |
| 5         | 2 | 6.1%  |  |
| 6         | 3 | 9.1%  |  |
| 7         | 3 | 9.1%  |  |
| 8         | 0 | 0.0%  |  |
| 9         | 4 | 12.1% |  |
| 10        | 2 | 6.1%  |  |
| 11        | 0 | 0.0%  |  |
| 12        | 0 | 0.0%  |  |
| 13        | 1 | 3.0%  |  |
| No answer | 2 | 6.1%  |  |



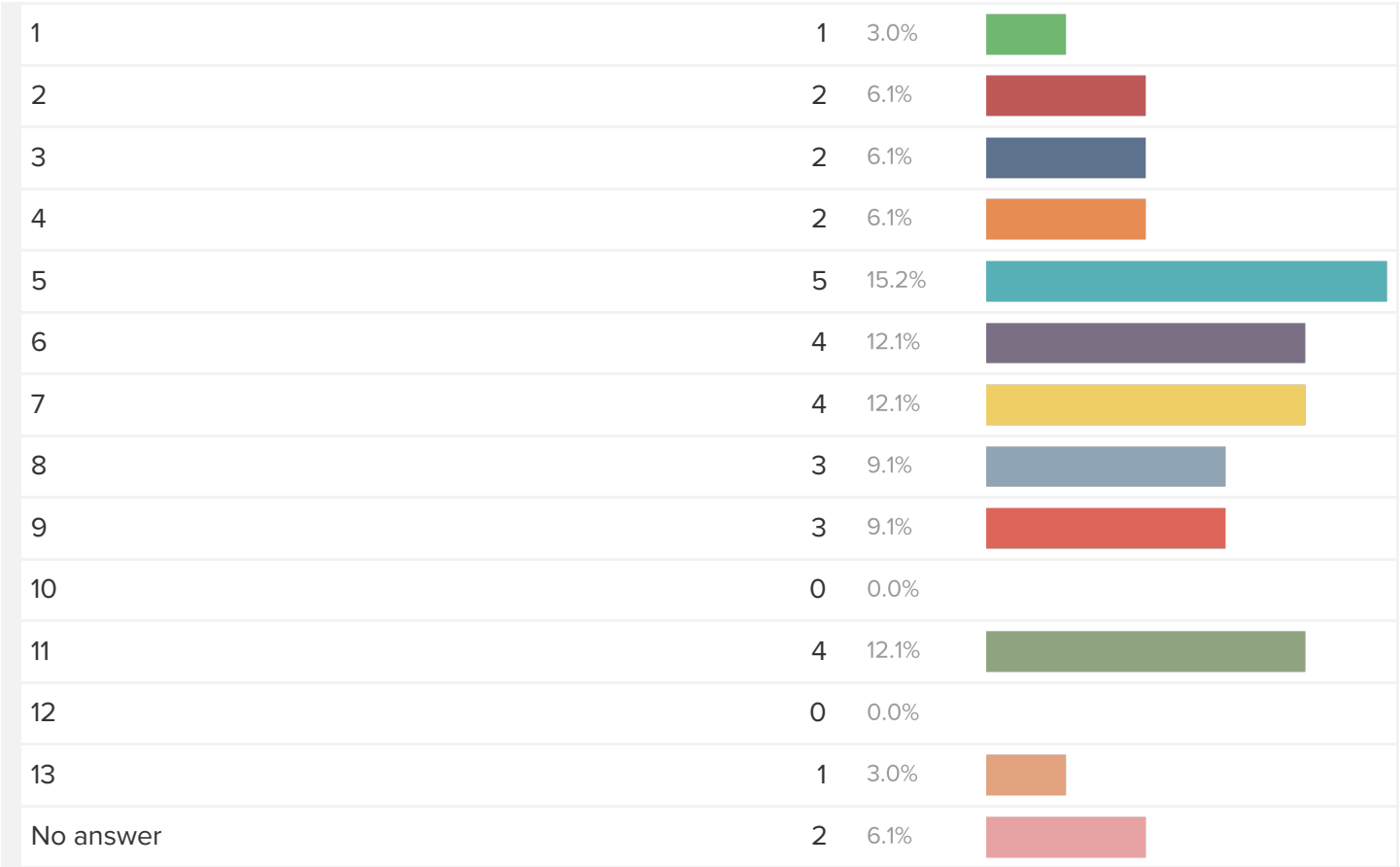
PorchFest

|           |   |       |             |
|-----------|---|-------|-------------|
| 1         | 2 | 6.1%  | <div></div> |
| 2         | 3 | 9.1%  | <div></div> |
| 3         | 2 | 6.1%  | <div></div> |
| 4         | 3 | 9.1%  | <div></div> |
| 5         | 8 | 24.2% | <div></div> |
| 6         | 6 | 18.2% | <div></div> |
| 7         | 3 | 9.1%  | <div></div> |
| 8         | 2 | 6.1%  | <div></div> |
| 9         | 1 | 3.0%  | <div></div> |
| 10        | 1 | 3.0%  | <div></div> |
| 11        | 0 | 0.0%  |             |
| 12        | 0 | 0.0%  |             |
| 13        | 0 | 0.0%  |             |
| No answer | 2 | 6.1%  | <div></div> |

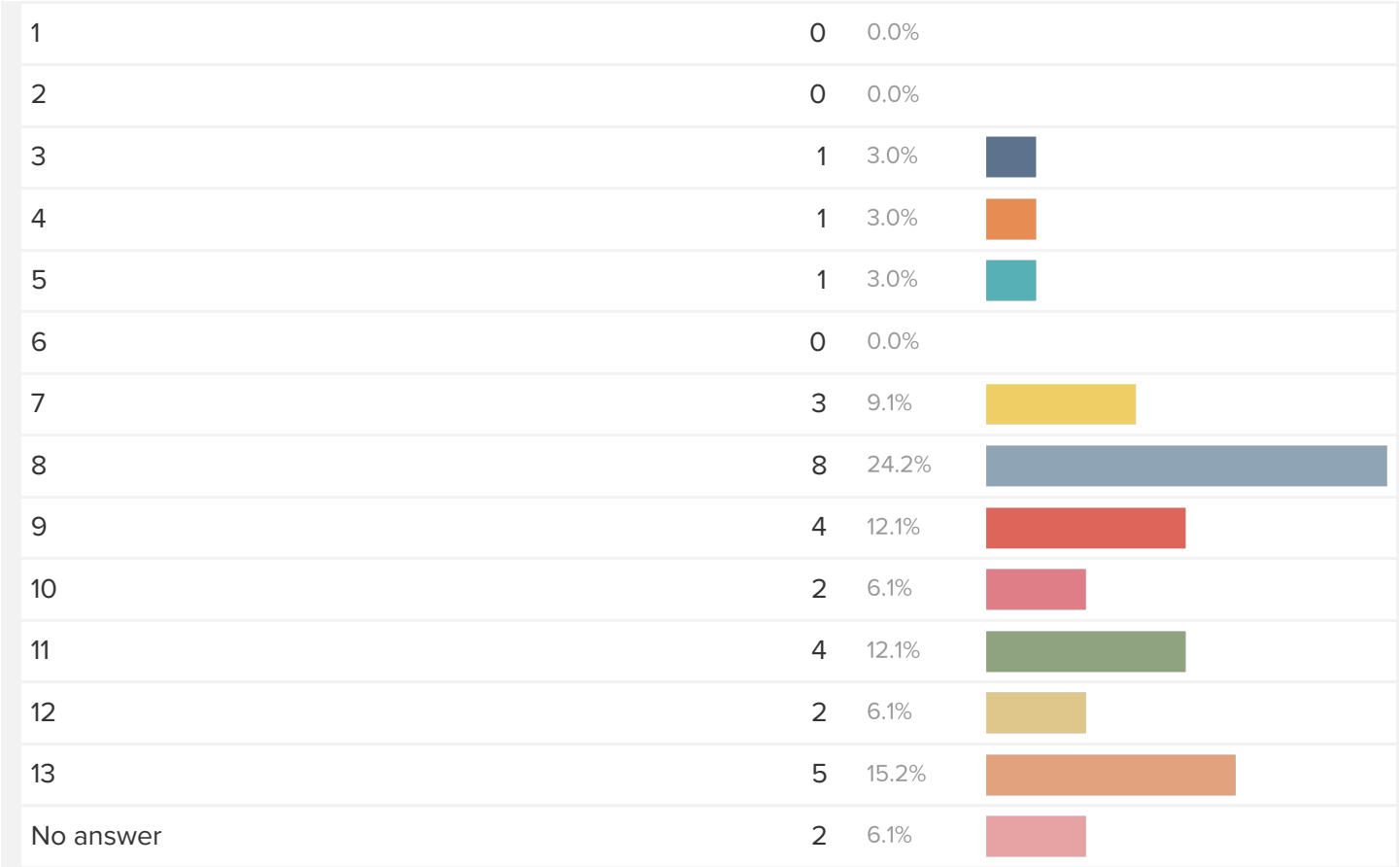
Historic Farmers Market of Lapeer

|           |   |       |             |
|-----------|---|-------|-------------|
| 1         | 3 | 9.1%  | <div></div> |
| 2         | 3 | 9.1%  | <div></div> |
| 3         | 0 | 0.0%  |             |
| 4         | 3 | 9.1%  | <div></div> |
| 5         | 3 | 9.1%  | <div></div> |
| 6         | 5 | 15.2% | <div></div> |
| 7         | 3 | 9.1%  | <div></div> |
| 8         | 4 | 12.1% | <div></div> |
| 9         | 2 | 6.1%  | <div></div> |
| 10        | 3 | 9.1%  | <div></div> |
| 11        | 1 | 3.0%  | <div></div> |
| 12        | 1 | 3.0%  | <div></div> |
| 13        | 0 | 0.0%  |             |
| No answer | 2 | 6.1%  | <div></div> |

Treat Walk



Nightmare on Nepessing Street



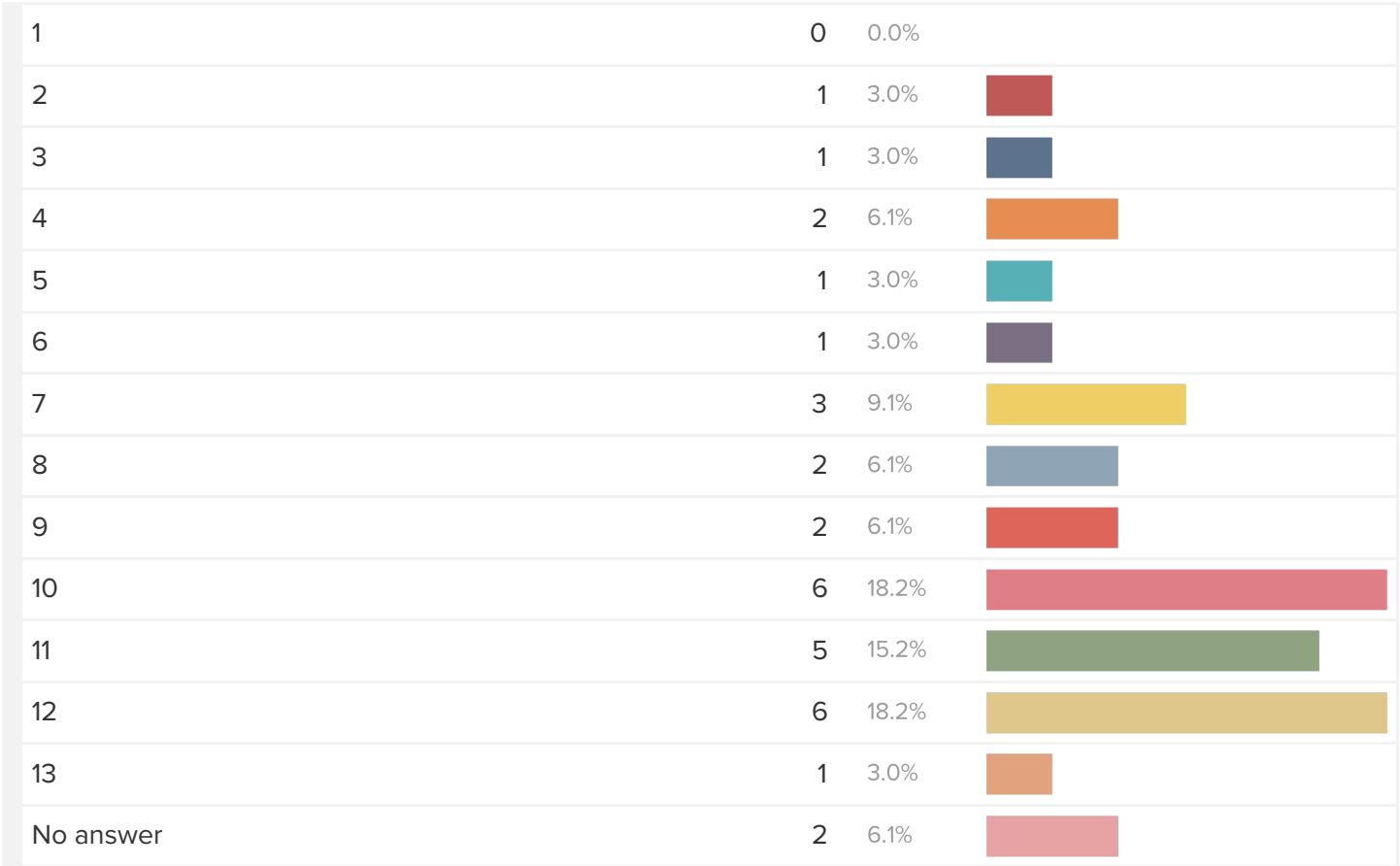
Lapeer Days

|           |   |       |             |
|-----------|---|-------|-------------|
| 1         | 7 | 21.2% | <div></div> |
| 2         | 6 | 18.2% | <div></div> |
| 3         | 2 | 6.1%  | <div></div> |
| 4         | 0 | 0.0%  |             |
| 5         | 0 | 0.0%  |             |
| 6         | 2 | 6.1%  | <div></div> |
| 7         | 0 | 0.0%  |             |
| 8         | 1 | 3.0%  | <div></div> |
| 9         | 4 | 12.1% | <div></div> |
| 10        | 3 | 9.1%  | <div></div> |
| 11        | 2 | 6.1%  | <div></div> |
| 12        | 2 | 6.1%  | <div></div> |
| 13        | 2 | 6.1%  | <div></div> |
| No answer | 2 | 6.1%  | <div></div> |

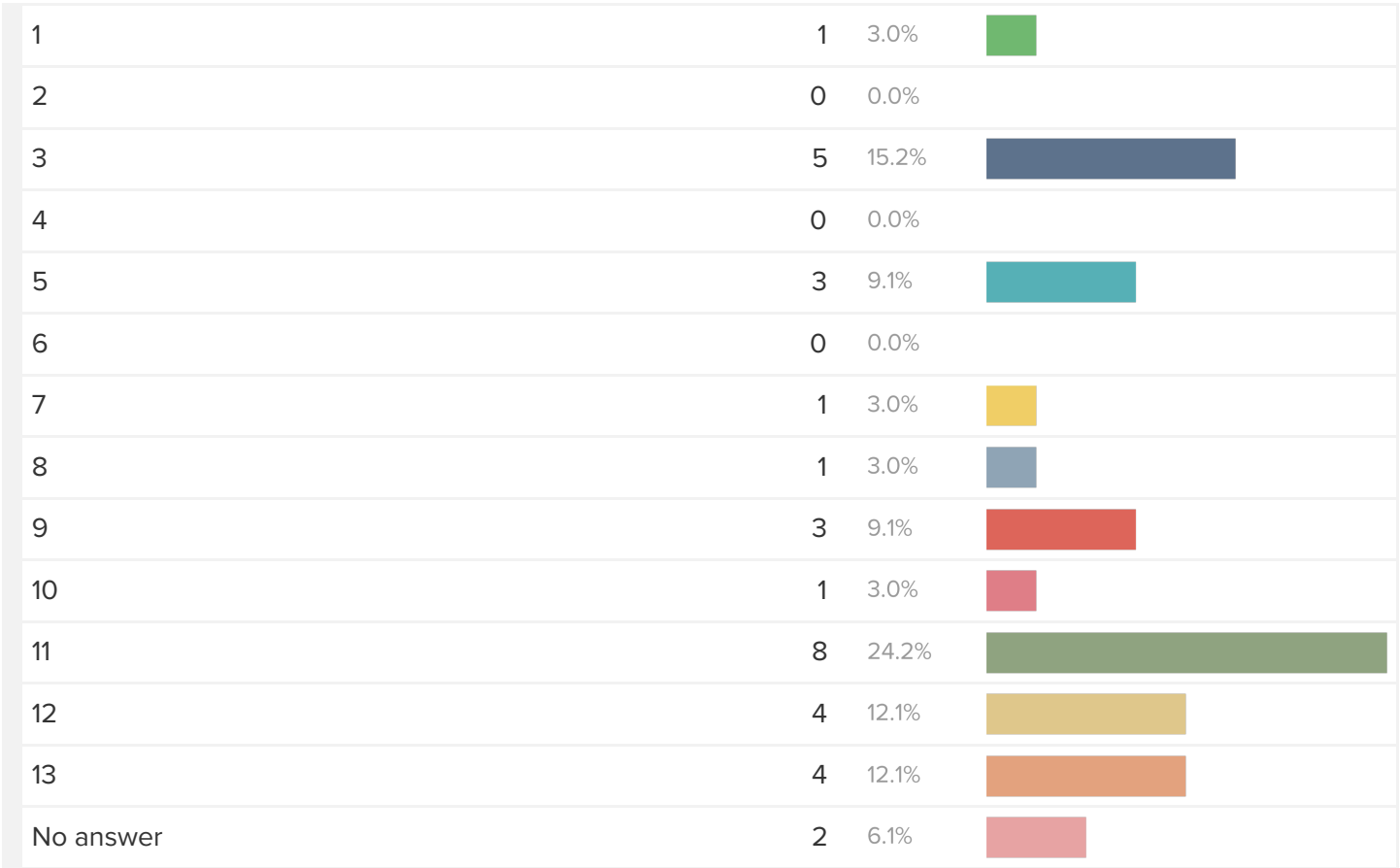
Friday Night Bikes

|           |   |       |             |
|-----------|---|-------|-------------|
| 1         | 3 | 9.1%  | <div></div> |
| 2         | 1 | 3.0%  | <div></div> |
| 3         | 1 | 3.0%  | <div></div> |
| 4         | 1 | 3.0%  | <div></div> |
| 5         | 0 | 0.0%  |             |
| 6         | 0 | 0.0%  |             |
| 7         | 1 | 3.0%  | <div></div> |
| 8         | 1 | 3.0%  | <div></div> |
| 9         | 4 | 12.1% | <div></div> |
| 10        | 6 | 18.2% | <div></div> |
| 11        | 3 | 9.1%  | <div></div> |
| 12        | 3 | 9.1%  | <div></div> |
| 13        | 7 | 21.2% | <div></div> |
| No answer | 2 | 6.1%  | <div></div> |

Lapeer Food Truck Festival



Sidewalk Sales



Back to the Bricks

|           |   |       |             |
|-----------|---|-------|-------------|
| 1         | 2 | 6.1%  | <div></div> |
| 2         | 2 | 6.1%  | <div></div> |
| 3         | 4 | 12.1% | <div></div> |
| 4         | 3 | 9.1%  | <div></div> |
| 5         | 0 | 0.0%  |             |
| 6         | 0 | 0.0%  |             |
| 7         | 3 | 9.1%  | <div></div> |
| 8         | 2 | 6.1%  | <div></div> |
| 9         | 1 | 3.0%  | <div></div> |
| 10        | 4 | 12.1% | <div></div> |
| 11        | 2 | 6.1%  | <div></div> |
| 12        | 5 | 15.2% | <div></div> |
| 13        | 3 | 9.1%  | <div></div> |
| No answer | 2 | 6.1%  | <div></div> |

Christmas Fest (Previously Winter Fest)

|           |   |       |             |
|-----------|---|-------|-------------|
| 1         | 4 | 12.1% | <div></div> |
| 2         | 2 | 6.1%  | <div></div> |
| 3         | 2 | 6.1%  | <div></div> |
| 4         | 8 | 24.2% | <div></div> |
| 5         | 1 | 3.0%  | <div></div> |
| 6         | 2 | 6.1%  | <div></div> |
| 7         | 1 | 3.0%  | <div></div> |
| 8         | 0 | 0.0%  |             |
| 9         | 0 | 0.0%  |             |
| 10        | 1 | 3.0%  | <div></div> |
| 11        | 0 | 0.0%  |             |
| 12        | 6 | 18.2% | <div></div> |
| 13        | 4 | 12.1% | <div></div> |
| No answer | 2 | 6.1%  | <div></div> |

Question 3 — Yes / No

Is your business open during the Car Cruise?

|           |    |       |                                                                                     |
|-----------|----|-------|-------------------------------------------------------------------------------------|
| Yes       | 16 | 48.5% |  |
| No        | 17 | 51.5% |  |
| No answer | 0  | 0.0%  |                                                                                     |

Question 4 — Yes / No

Do you see a value in this event for your business?

|           |    |       |                                                                                     |
|-----------|----|-------|-------------------------------------------------------------------------------------|
| Yes       | 16 | 48.5% |  |
| No        | 17 | 51.5% |  |
| No answer | 0  | 0.0%  |                                                                                     |

Question 5 — Yes / No

Do you see a value in this event for the community/downtown?

|           |    |       |                                                                                       |
|-----------|----|-------|---------------------------------------------------------------------------------------|
| Yes       | 32 | 97.0% |  |
| No        | 1  | 3.0%  |  |
| No answer | 0  | 0.0%  |                                                                                       |

## Please provide us with any feedback you have on the Monday Night Car Cruise?

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | We are open and actively interact with those in attendance                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2  | This evening doesn't do anything for our business, but I think our clients like to visit it after they test with us.                                                                                                                                                                                                                                                                                                                                              |
| 3  | We are not open on Monday evenings.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 4  | I lease my office above Dagwoods on the second floor so these events do not affect my business either way                                                                                                                                                                                                                                                                                                                                                         |
| 5  | We are open until 5pm, with cars arriving as early as 4pm. We rarely saw foot traffic during the early evening hours.                                                                                                                                                                                                                                                                                                                                             |
| 6  | It's a great family event, the streets are closed so people are walking by and coming in.                                                                                                                                                                                                                                                                                                                                                                         |
| 7  | <p>I Think this is a great well ran event. It always has a good turnout. I just don't think that the people are necessarily downtown to shop but it's a great event for downtown.</p> <p>I think it would be a neat idea to add themes to these events. It may draw in more if you do some weeks with a special theme. (First Responders, Kids night, 60's night, 70's muscle night, Greasers, Tuners etc.) People seem to really respond well to the themes.</p> |
| 8  | We are open when the cars are first coming to town. This is a great event for our town. People come for the cars not to shop. People will notice window displays.                                                                                                                                                                                                                                                                                                 |
| 9  | The cruisers do not respect the fact that businesses are open and trying to run. The cruise doesn't start until 6, but by 3, they have taken up all of the parking spots and are lining the streets. When we head out at 4, they have the roads closed. It gets worse and worse                                                                                                                                                                                   |
| 10 | Glad to see it is growing.                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 11 | I definitely brings some people out. Would like for it to notice younger people who spend money.                                                                                                                                                                                                                                                                                                                                                                  |
| 12 | <p>Small boost. I would keep this simple as I dont even know if a full dj is needed. Block of streets and folks will come.</p> <p>But would be better if bigger and more people supported the local bizs too</p>                                                                                                                                                                                                                                                  |
| 13 | It's a great event to bring people downtown on a Monday.                                                                                                                                                                                                                                                                                                                                                                                                          |
| 14 | It was a great think downtown for people                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 15 | <p>It is a great event that draws many people downtown. I have heard many great complimen about the event.</p> <p>People come enjoy the cars, eat dinner downtown and visit the stores that are open.</p>                                                                                                                                                                                                                                                         |



Question 7 — Yes / No

Is your business open during the Summer Concert Series?

|           |    |       |                                                                                     |
|-----------|----|-------|-------------------------------------------------------------------------------------|
| Yes       | 15 | 45.5% |  |
| No        | 18 | 54.5% |  |
| No answer | 0  | 0.0%  |                                                                                     |

Question 8 — Yes / No

Do you see a value in this event for your business?

|           |    |       |                                                                                     |
|-----------|----|-------|-------------------------------------------------------------------------------------|
| Yes       | 13 | 39.4% |  |
| No        | 20 | 60.6% |  |
| No answer | 0  | 0.0%  |                                                                                     |

Question 9 — Yes / No

Do you see a value in this event for the community/downtown?

|           |    |       |                                                                                       |
|-----------|----|-------|---------------------------------------------------------------------------------------|
| Yes       | 30 | 90.9% |  |
| No        | 3  | 9.1%  |  |
| No answer | 0  | 0.0%  |                                                                                       |

Question 10 — Text Field

Please provide us with any feedback that you have on the Summer Concert Series.

|   |                                                                                                                                                                        |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | forgot it was still being held                                                                                                                                         |
| 2 | People coming together and enjoying themselves.                                                                                                                        |
| 3 | I think this is a great event for the community. It brings people to town. We just as a business do not get business from this event. We love this event for downtown. |
| 4 | This is a nice community event that showcases some of our local talent. It is nice to be able to give them a platform to showcase their talents.                       |
| 5 | N/A                                                                                                                                                                    |
| 6 | I haven't really heard much about it or seen anyone get excited for it. But Thursday's can be a good day for us.                                                       |
| 7 | Hard to gauge. Love live music but seems inconsistent. How can we rework? Build more collaboration? Make it more fun, more than just a concert?                        |
| 8 | It is great for people to come out                                                                                                                                     |
| 9 | A very enjoyable event for the community.                                                                                                                              |

Question 11 — Yes / No

Is your business open during Ladies Night Out

|           |    |       |                                                                                       |
|-----------|----|-------|---------------------------------------------------------------------------------------|
| Yes       | 20 | 60.6% |  |
| No        | 13 | 39.4% |  |
| No answer | 0  | 0.0%  |                                                                                       |

Question 12 — Yes / No

Did your business participate in Ladies Night Out?

|           |    |       |                                                                                       |
|-----------|----|-------|---------------------------------------------------------------------------------------|
| Yes       | 20 | 60.6% |  |
| No        | 13 | 39.4% |  |
| No answer | 0  | 0.0%  |                                                                                       |

Question 13 — Yes / No

Do you see a value in this event for your business?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 20 | 60.6% | <div></div> |
| No        | 13 | 39.4% | <div></div> |
| No answer | 0  | 0.0%  |             |

Question 14 — Yes / No

Do you see a value in this event for the community/downtown?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 30 | 90.9% | <div></div> |
| No        | 3  | 9.1%  | <div></div> |
| No answer | 0  | 0.0%  |             |

Question 15 — Text Field

Please provide us with any feedback you have on Ladies Night Out

|   |                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Brings new people downtown                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2 | There are to many vendors that are allowed to participate. That does not help our community. Favoritism gets played to much at this event.                                                                                                                                                                                                                                                                                    |
| 3 | Great event- Great turn out.<br><br>If they would limit the number of vendors, they bring in I do believe it would help my business more. The more vendors they bring in the more it hurts us because we are a vendor-based business, and we usually sell most of the things they bring in with their vendors. 2025 Spring our sales were lower than the previous year but they had many more vendors than the previous year. |
| 4 | Women seem to love this event and it has provided sales for our business. The fall event provides more traffic then the spring event. Bringing in out side vendors does take away from the brick and mortar business.                                                                                                                                                                                                         |
| 5 | Becoming a great tradition in Lapeer                                                                                                                                                                                                                                                                                                                                                                                          |
| 6 | This one has been good for us. But I miss baubles and broomsticks. That one was WAY better.                                                                                                                                                                                                                                                                                                                                   |
| 7 | Can be inconsistent. Themes help i think.                                                                                                                                                                                                                                                                                                                                                                                     |

Question 16 — Yes / No

Was your business open during PorchFest?

|           |    |       |                                                                                     |
|-----------|----|-------|-------------------------------------------------------------------------------------|
| Yes       | 22 | 66.7% |  |
| No        | 11 | 33.3% |  |
| No answer | 0  | 0.0%  |                                                                                     |

Question 17 — Yes / No

Do you see a value in this event for your business?

|           |    |       |                                                                                     |
|-----------|----|-------|-------------------------------------------------------------------------------------|
| Yes       | 18 | 54.5% |  |
| No        | 15 | 45.5% |  |
| No answer | 0  | 0.0%  |                                                                                     |

Question 18 — Yes / No

Do you see a value in this event for the community/downtown?

|           |    |       |                                                                                       |
|-----------|----|-------|---------------------------------------------------------------------------------------|
| Yes       | 30 | 90.9% |  |
| No        | 3  | 9.1%  |  |
| No answer | 0  | 0.0%  |                                                                                       |

Question 19 — Text Field

Please provide us with any feedback that you have for PorchFest

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | it is fun                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2 | It's a fun event for everyone and has a wide variety of music and people.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3 | <p>They need to grow this event. IT can be much bigger and better than it is. We love this event. Downtown Flint offers this on the same day as we do every year that may be a thing to think about.</p> <p>Bring in food trucks, close the streets for people to dance or set up chairs to watch. When they are limited to the sidewalks they take up a lot of space with their chairs in front of the businesses because there is not anywhere to go. They take all the parking up with their tents. If the roads were closed this would eliminate this. We really enjoy this event, and we hope that it can grow into much more then it is.</p> |
| 4 | This is a fun event that seems to be growing in popularity. We are open, but can't say it generates traffic into the business.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 5 | It's a great event                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 6 | Cool idea. Needs more downtown drive.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 7 | Awesome event but not much business boost. Integrate to downtown more?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 8 | It is nice to see people out                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 9 | A wonderful event that has brought a large crowd downtown and to the surrounding area to hear the entertainment. Definitely has helped our business. It has brought new people to b the area.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

Question 20 — Yes / No

Was your business open during Sidewalk Sales?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 23 | 69.7% | <div></div> |
| No        | 9  | 27.3% | <div></div> |
| No answer | 1  | 3.0%  | <div></div> |

Question 21 — Yes / No

Did your business participate in Sidewalk Sales?

|           |    |       |                                                                                     |
|-----------|----|-------|-------------------------------------------------------------------------------------|
| Yes       | 11 | 33.3% |  |
| No        | 21 | 63.6% |  |
| No answer | 1  | 3.0%  |  |

Question 22 — Yes / No

Do you see a value in this event for your business?

|           |    |       |                                                                                     |
|-----------|----|-------|-------------------------------------------------------------------------------------|
| Yes       | 12 | 36.4% |  |
| No        | 19 | 57.6% |  |
| No answer | 2  | 6.1%  |  |

Question 23 — Yes / No

Do you see a value in this event for the community/downtown?

|           |    |       |                                                                                       |
|-----------|----|-------|---------------------------------------------------------------------------------------|
| Yes       | 26 | 78.8% |  |
| No        | 5  | 15.2% |  |
| No answer | 2  | 6.1%  |  |

Question 24 — Text Field

Please provide us with any feedback that you have for Sidewalk Sales

|   |                                                                                                                                                            |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | I wish there was more participation and ways to attract people downtown during the sale                                                                    |
| 2 | Everyone is looking for a good deal, It's a good way for people to check out the variety of businesses.                                                    |
| 3 | More advertising sooner in the season.                                                                                                                     |
| 4 | Did not produce and extra sales for the day. Just a lot of work to prepare. I really don't feel it was advertised well.                                    |
| 5 | N/A                                                                                                                                                        |
| 6 | This is just something businesses should do. Wasting resources on it is not practical.                                                                     |
| 7 | Not in its current state. But if we make it bigger and invite some vendors maybe? We dont have enough retailers honestly                                   |
| 8 | Could be a great event again, but we need better participation from the businesses. People aren't happy when they come downtown and hardly anyone is open. |

Question 25 — Yes / No

Was your business open during Treat Walk?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 24 | 72.7% | <div></div> |
| No        | 8  | 24.2% | <div></div> |
| No answer | 1  | 3.0%  | <div></div> |

Question 26 — Yes / No

Did your business participate in Treat Walk?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 22 | 66.7% | <div></div> |
| No        | 10 | 30.3% | <div></div> |
| No answer | 1  | 3.0%  | <div></div> |

Question 27 — Yes / No

Do you see a value in this event for your business?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 17 | 51.5% | <div></div> |
| No        | 15 | 45.5% | <div></div> |
| No answer | 1  | 3.0%  | <div></div> |

Question 28 — Yes / No

Do you see a value in this event for the community/downtown?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 26 | 78.8% | <div></div> |
| No        | 6  | 18.2% | <div></div> |
| No answer | 1  | 3.0%  | <div></div> |



Question 29 — Text Field

Please provide us with any feedback that you have for the Downtown Treat Walk.

|    |                                                                                                                                                                                                                                                                                                                                                                                                               |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Lots of traffic and just getting all of those people in our door makes us happy                                                                                                                                                                                                                                                                                                                               |
| 2  | I don't get business from this event but it is a great event for downtown                                                                                                                                                                                                                                                                                                                                     |
| 3  | I know Kiwanis does the fantasy forest, but it would be nice to have the local community childrens organizations here with games or activities. I also think there are far, far too many trunk or treats going on in the area. Perhaps something geared less toward giving away candy and more family friendly activities and entertainment, sponsored by the businesses, like a halloween festival of sorts. |
| 4  | I hear the same thing every year, that they haven't been in town since last years handouts. People come just for the free candy, they don't come back.                                                                                                                                                                                                                                                        |
| 5  | Not everything is about profit. This is a great community event. It brings many people into downtown that normally do not come out. There is a great turn out with this.                                                                                                                                                                                                                                      |
| 6  | This is a family event that provides a lot of goodwill and memories of downtown for the children.                                                                                                                                                                                                                                                                                                             |
| 7  | Programs that bring people downtown are a benefit                                                                                                                                                                                                                                                                                                                                                             |
| 8  | Worst event of them all. Costly to the businesses with zero ROI.                                                                                                                                                                                                                                                                                                                                              |
| 9  | Im really not sure. Im not big on overloading kids with sugar...and it is an expense to the businesses.... not sure if it helps the town or biz.                                                                                                                                                                                                                                                              |
| 10 | Great exposure for every downtown business.                                                                                                                                                                                                                                                                                                                                                                   |
| 11 | It is great for the kids                                                                                                                                                                                                                                                                                                                                                                                      |
| 12 | Fun event for the community. Kids love it, and I believe the parents appreciate it.                                                                                                                                                                                                                                                                                                                           |

Question 30 — Yes / No

Was your business open during Winter Fest?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 23 | 69.7% | <div></div> |
| No        | 9  | 27.3% | <div></div> |
| No answer | 1  | 3.0%  | <div></div> |

Question 31 — Yes / No

Did your business participate in Winter Fest?

|           |    |       |                                                                                     |
|-----------|----|-------|-------------------------------------------------------------------------------------|
| Yes       | 22 | 66.7% |  |
| No        | 10 | 30.3% |  |
| No answer | 1  | 3.0%  |  |

Question 32 — Yes / No

Do you see a value in this event for your business?

|           |    |       |                                                                                     |
|-----------|----|-------|-------------------------------------------------------------------------------------|
| Yes       | 20 | 60.6% |  |
| No        | 12 | 36.4% |  |
| No answer | 1  | 3.0%  |  |

Question 33 — Yes / No

Do you see a value in this event for the community/downtown?

|           |    |       |                                                                                       |
|-----------|----|-------|---------------------------------------------------------------------------------------|
| Yes       | 31 | 93.9% |  |
| No        | 1  | 3.0%  |  |
| No answer | 1  | 3.0%  |  |

Please provide us with any feedback that you have for Winter Fest.

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Brings the community together and starts the Christmas Season!                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2 | <p>We love Christmas. Bring heaters or barrel fires. The turn out last year seemed low it was extra cold. There was nowhere to warm up. Many cities offer burn barrels and warming spots in the town. (Confirmed with fire inspectors and Fire departments in other towns)</p> <p>Bring in fun winter games for families to participate in. Expanding the trees outside of the downtown (Many businesses in Lapeer participate and sponsor these events (for example Milner's, Home Depot, Elga, choice one, Avery automotive) and they could help raise money to make Winterfest better) We proposed this, and we were immediately shot down. We proposed games, we proposed buying tickets for the trees because my customers are not bidding on a tree that starts at 100\$. We have to be budget friendly when it comes to holidays. People are much more conservative with the economy today. Maybe the committee members need to be changed because they are not open minded to changes and growing. We have withdrawn from helping with this committee and will do our own things going forward because we have good ideas that are never considered.</p> |
| 3 | Another wonderful family event. I would like to see the parade return to Saturday morning. It would generate more business being a two day event.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 4 | More people coming downtown                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5 | People coming to town wanting to shop. Yes. More of this.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 6 | It is great for the family.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 7 | If the weather would cooperate it could be great, lol. Families seem to love the Scavenger Hunt, Window Contest, and Carriage Rides.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

Was your business open during Friday Night Bikes?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 16 | 48.5% | <div></div> |
| No        | 15 | 45.5% | <div></div> |
| No answer | 2  | 6.1%  | <div></div> |

Question 36 — Yes / No

Did your business participate in Friday Night Bikes?

|           |    |       |                                                                                     |
|-----------|----|-------|-------------------------------------------------------------------------------------|
| Yes       | 9  | 27.3% |  |
| No        | 22 | 66.7% |  |
| No answer | 2  | 6.1%  |  |

Question 37 — Yes / No

Do you see a value in this event for your business?

|           |    |       |                                                                                     |
|-----------|----|-------|-------------------------------------------------------------------------------------|
| Yes       | 6  | 18.2% |  |
| No        | 25 | 75.8% |  |
| No answer | 2  | 6.1%  |  |

Question 38 — Yes / No

Do you see a value in this event for the community/downtown?

|           |    |       |                                                                                       |
|-----------|----|-------|---------------------------------------------------------------------------------------|
| Yes       | 17 | 51.5% |  |
| No        | 13 | 39.4% |  |
| No answer | 3  | 9.1%  |  |

Question 39 — Text Field

Please provide us with any feedback that you have for Friday Night Bikes

|   |                                                                                                                                                                                                                                                                                             |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | This evening doesn't do anything for our business, but I think our clients like to visit it after they test with us.                                                                                                                                                                        |
| 2 | Something our staff looks forward to each summer. Does not ever seem like it is long enough. So many great people.                                                                                                                                                                          |
| 3 | No one from bike night is coming in to do art on Friday night. We only get so many nice Friday nights here in Michigan and they are dominated in our downtown by bike night. Any other night but Friday! We would love to see other fun Friday family friendly summer plans, first Fridays? |
| 4 | Wish it was on a different day but it is good for my business                                                                                                                                                                                                                               |
| 5 | I haven't yet seen a profit on Friday night because of bike night. It keeps a lot of people away during this                                                                                                                                                                                |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | event.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 6  | I think it's great for restaurants and food industry especially if they sell alcohol. We do not get business, and it is not worth wasting our Friday evening staying open. This event is great for the community.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 7  | Any time we can bring groups of people to our downtown area will generate interest in our downtown.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 8  | Wish it wasn't every Friday night during the summer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 9  | <p>This event has sort of destroyed the fabric of this town. I haven't seen much growth here in years and it's because this event stole the most important night of the week for a niche audience that is not always as friendly as they claim to be (just look at the vitriol on Facebook). Beyond that, most of my regular customers have no interest in being around the smoke, the gas smells, the incredibly loud revving of engines, even the attire that is worn is not family friendly. After being a supporter of this event, I can no longer say I am. My business has poor Friday's. And then we have trained our entire town not to come downtown on Fridays. People don't want to visit. It's not a weekend destination anymore. On rainy Fridays we see a huge dip in sales and it makes me wonder why the bikers don't come out to support our town all summer, but they demand they get the entire summer; they do have vehicles to drive here. That seems to show me they are using us. Not supporting us. This event needs to be moved to a different day of the week or removed altogether. This event has divided us and made our downtown weaker.</p> <p>But you need to ask the families too. They will all tell you that they avoid downtown during bike night. It's not inclusive. But you know what? They are too scared to talk about it because they don't want to get bullied.</p> |
| 10 | <p>Oh man....</p> <p>I mean... every summer friday? Like...every one?</p> <p>It gets ruined without great weather (which ends up being a majority of the events).</p> <p>The division it caused downtown was frustrating. A lot of bikers are awesome...some are not. I will not bring my kids here and a lot of others have said the same.</p> <p>Move to a different night. Move it to a parking lot. Don't make it EVERY WEEK.</p> <p>Our friday sales have dropped consistently for the last 2 years of bike nights. It wrecks biz if it rains at all.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 11 | This would be much better on a Thursday. My business was already busy on Fridays. If there is potential for rain and bike night gets cancelled then Friday is super slow for me. No bikes and no regulars that already skip Fridays due to bike night. Friday is a day when I do about 25-30% of my weekly sales, so if it's a bust, it really stings. I like the event, just not on a Friday or Saturday.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 12 | I don't like bike night                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 13 | I have heard comments from people I know that they don't go downtown to dinner on Fridays anymore because of Bike Night.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

Question 40 — Yes / No

Was your business open during the Farmers Market?

|           |    |       |                                                                                     |
|-----------|----|-------|-------------------------------------------------------------------------------------|
| Yes       | 28 | 84.8% |  |
| No        | 4  | 12.1% |  |
| No answer | 1  | 3.0%  |  |

Question 41 — Yes / No

Do you see a value in this event for your business?

|           |    |       |                                                                                     |
|-----------|----|-------|-------------------------------------------------------------------------------------|
| Yes       | 12 | 36.4% |  |
| No        | 20 | 60.6% |  |
| No answer | 1  | 3.0%  |  |

Question 42 — Yes / No

Do you see a value in this event for the community/downtown?

|           |    |       |                                                                                       |
|-----------|----|-------|---------------------------------------------------------------------------------------|
| Yes       | 30 | 90.9% |  |
| No        | 2  | 6.1%  |  |
| No answer | 1  | 3.0%  |  |

Question 43 — Text Field

Please provide us with any feedback that you have on the Historic Farmers Market of Lapeer.

|   |                                                                                                                                                                                |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | I would love to see more than one vendor with flowers and vegetable plants in the spring. Plus more than one with bread and grown vegetables in the summer. Less crafts!       |
| 2 | This year they have grown and expanded. I love the variety of vendors they brought in this year. I love the themes they did. They are growing and its great.                   |
| 3 | It is nice to have a farmers market downtown. Wish we could see growth with the market.                                                                                        |
| 4 | I hope the Farmers Market can continue to grow                                                                                                                                 |
| 5 | A farmers market should have produce. It's weird we don't have much. It's all crafts that compete with our limited retail. It could be a lot better.                           |
| 6 | Need more vendors                                                                                                                                                              |
| 7 | I love fresh food options and the local people that sell these items!                                                                                                          |
| 8 | I like people coming to it and shopping                                                                                                                                        |
| 9 | Love the fact that the market can help the community with free, fresh, local produce for over 15 years. Brings community together twice a week. Brings entertainment downtown. |

Question 44 — Yes / No

Was your business open during Nightmare on Nepessing Street?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 8  | 24.2% | <div></div> |
| No        | 24 | 72.7% | <div></div> |
| No answer | 1  | 3.0%  | <div></div> |

Question 45 — Yes / No

Do you see a value in this event for your business?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 5  | 15.2% | <div></div> |
| No        | 27 | 81.8% | <div></div> |
| No answer | 1  | 3.0%  | <div></div> |

Question 46 — Yes / No

Do you see a value in this event for the community/downtown?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 21 | 63.6% | <div></div> |
| No        | 11 | 33.3% | <div></div> |
| No answer | 1  | 3.0%  | <div></div> |

Question 47 — Text Field

Please provide us with any feedback that you have for Nightmare on Nepessing Street.

|   |                                                                                                                                                                            |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | everything is closed and you cant really get downtown                                                                                                                      |
| 2 | Will not be open for that event. I walked through it once years ago, a few people behind masks were very grabby and it was fearful. I refuse to participate in that event. |
| 3 | Unsure exactly what this is but we do know they shut down the streets and it hurts the business when they close the roads for an entire weekend. This does not help us.    |
| 4 | Its a big tent in the center of town. It is a great event, but I am not sure it generates interest in downtown.                                                            |
| 5 | This event could happen anywhere, a tent in the middle of downtown isn't necessary.                                                                                        |
| 6 | People like it. It's fun. It definitely gets people here!                                                                                                                  |

Question 48 — Yes / No

Was your business open during the Back to the Bricks Tune Up event?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 25 | 75.8% | <div></div> |
| No        | 7  | 21.2% | <div></div> |
| No answer | 1  | 3.0%  | <div></div> |

Question 49 — Yes / No

Do you see a value in this event for your business?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 19 | 57.6% | <div></div> |
| No        | 13 | 39.4% | <div></div> |
| No answer | 1  | 3.0%  | <div></div> |



Question 50 — Yes / No

Do you see a value in this event for the community/downtown?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 30 | 90.9% | <div></div> |
| No        | 2  | 6.1%  | <div></div> |
| No answer | 1  | 3.0%  | <div></div> |

Question 51 — Text Field

Please provide us with any feedback that you have for the Back to the Bricks Tune Up event.

|    |                                                                                                                                                                                                                        |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | New people                                                                                                                                                                                                             |
| 2  | The only issue we have with this event is that we'll need to block off clearance so that our clients can enter the building. Parking is hard for our clients, but that's okay.                                         |
| 3  | Would like to see this event happen again.                                                                                                                                                                             |
| 4  | It was a great event! Brought in so many new faces and some have been back since. Fun event for everyone!                                                                                                              |
| 5  | This was the first year. This was a great event. It brought in many people from all over. We think it was a great thing for this area and the downtown.                                                                |
| 6  | We stayed open for part of the event, but it did not generate traffic into the business so we closed. It was a wonderful event, generating hundreds of people into downtown. We closed then participated in the event! |
| 7  | A lot of out of towners that take over the streets and make it impossible for our customers to get to us.                                                                                                              |
| 8  | The largest crowd in downtown Lapeer on a week night is fantastic                                                                                                                                                      |
| 9  | This one was cool! New folks coming to town. That's what we want!!                                                                                                                                                     |
| 10 | Awesome inclusive event with people supporting local biz!                                                                                                                                                              |
| 11 | It was nice seeing people                                                                                                                                                                                              |
| 12 | Was a fantastic event. It brought so many people downtown. Everyone loved it.                                                                                                                                          |

Question 52 — Yes / No

Was your business open during the Food Truck Festivals?

|           |    |       |                                                                                     |
|-----------|----|-------|-------------------------------------------------------------------------------------|
| Yes       | 18 | 54.5% |  |
| No        | 13 | 39.4% |  |
| No answer | 2  | 6.1%  |  |

Question 53 — Yes / No

Do you see a value in this event for your business?

|           |    |       |                                                                                     |
|-----------|----|-------|-------------------------------------------------------------------------------------|
| Yes       | 8  | 24.2% |  |
| No        | 23 | 69.7% |  |
| No answer | 2  | 6.1%  |  |

Question 54 — Yes / No

Do you see a value in this event for the community/downtown?

|           |    |       |                                                                                       |
|-----------|----|-------|---------------------------------------------------------------------------------------|
| Yes       | 25 | 75.8% |  |
| No        | 5  | 15.2% |  |
| No answer | 3  | 9.1%  |  |

Question 55 — Text Field

Please provide us with any feedback that you have for the Food Truck Festivals

|   |                                                                                                                                                                               |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | This evening doesn't do anything for our business, but I think our clients like to visit it after they test with us.                                                          |
| 2 | Without knowing the policy and procedures behind this decision, I believe that this event would serve the downtown area better if the location was moved to Nepessing Street. |
| 3 | Gets people out and about.                                                                                                                                                    |
| 4 | We don't get a ton of business from this event, but we love it being part of the downtown.                                                                                    |
| 5 | It's nice that this event isn't over done. Once a month is perfect                                                                                                            |
| 6 | I like that it brings more people out and we see a boost in sales for sure!                                                                                                   |
| 7 | Move it to the streets downtown!                                                                                                                                              |
| 8 | This is a cool event, just not cool for the downtown restaurants.                                                                                                             |
| 9 | Because it happens on a Monday, it brings some people down to the car cruise. Otherwise I'm not sure it helps downtown businesses.                                            |

Question 56 — Yes / No

Was your business open during Lapeer Days?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 21 | 63.6% | <div></div> |
| No        | 11 | 33.3% | <div></div> |
| No answer | 1  | 3.0%  | <div></div> |

Question 57 — Yes / No

Did your business participate in Lapeer Days?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 16 | 48.5% | <div></div> |
| No        | 16 | 48.5% | <div></div> |
| No answer | 1  | 3.0%  | <div></div> |

Question 58 — Yes / No

Do you see a value in this event for your business?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 13 | 39.4% | <div></div> |
| No        | 19 | 57.6% | <div></div> |
| No answer | 1  | 3.0%  | <div></div> |

Question 59 — Yes / No

Do you see a value in this event for the community/downtown?

|           |    |       |             |
|-----------|----|-------|-------------|
| Yes       | 25 | 75.8% | <div></div> |
| No        | 6  | 18.2% | <div></div> |
| No answer | 2  | 6.1%  | <div></div> |

## Please provide us with any feedback that you have for Lapeer Days?

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Not a good fit for downtown. Only a few people benefit, but there is competition with local businesses, so it is hard to profit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2  | I'm not sure if I see value or not.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3  | I completely close during that event. Doesn't help this town at all. Shoplifting goes up and sales go down.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4  | This year was the worst year we have seen. They bring in too many vendors. It hurt our business to be open for this event. Our sales were down 90%. It's hard to compete with vendors that sell what we do. Maybe they should take the money for the crazy expensive bands and find someone like the cover bands that do just as great for a fraction of the cost. Take the money and put it into other things by making the event better. Or charge a cover fee to see these bands because it seems outrageous. One of our vendors was parked for the food trucks did not even make enough money all weekend to cover the fee to be in the event. That does not seem like the way you want to end an event to bring people back. |
| 5  | There was a time I valued this event for the community. It still has the parade and the High School band is a big part of the event. The vendors in the streets have declined and the ones that are there do not seem to be local. Majority of local non profits no longer participate with a booth. On a personal note the majority of my friends that live in the Lapeer area, stay away from downtown during Lapeer Days                                                                                                                                                                                                                                                                                                       |
| 6  | It's Lapeer Days, it doesn't matter where it is held, what matters is the festival is stagnant, can't tell one year from another.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 7  | It's sad to watch a tradition die. This festival is weaker and weaker each year. It needs a real makeover. Fresh ideas. Better music. But it COULD be awesome. Regardless, this event competes with my business. My sales are a bit below average. Would like the businesses to be integrated.                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 8  | Continues to slide. Does not feel like synergy between businesses and chamber/lapeer days committee.<br><br>Needs changes. Many frustrated biz owners that would be happy to collaborate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 9  | I like Lapeer Days and my business does well during the festival. I do understand some don't like it as they get no sales or miss out on sales due to the craziness.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 10 | The vendors take away from the downtown businesses. It needs to be revamped badly.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

## Open-ended Answers for Question #6

Please provide us with any feedback you have on the Monday Night Car Cruise?

| Respondent                 | Answer                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unknown<br>47.40.172.XXX   | We are open and actively interact with those in attendance                                                                                                                                                                                                                                                                                                                                                                                                        |
| Unknown<br>73.144.241.XXX  | This evening doesn't do anything for our business, but I think our clients like to visit it after they test with us.                                                                                                                                                                                                                                                                                                                                              |
| Unknown<br>70.136.71.XXX   | We are not open on Monday evenings.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Unknown<br>96.42.186.XXX   | I lease my office above Dagwoods on the second floor so these events do not affect my business either way                                                                                                                                                                                                                                                                                                                                                         |
| Unknown<br>97.95.3.XXX     | We are open until 5pm, with cars arriving as early as 4pm. We rarely saw foot traffic during the early evening hours.                                                                                                                                                                                                                                                                                                                                             |
| Unknown<br>75.133.254.XXX  | It's a great family event, the streets are closed so people are walking by and coming in.                                                                                                                                                                                                                                                                                                                                                                         |
| Unknown<br>97.85.33.XXX    | <p>I Think this is a great well ran event. It always has a good turnout. I just don't think that the people are necessarily downtown to shop but it's a great event for downtown.</p> <p>I think it would be a neat idea to add themes to these events. It may draw in more if you do some weeks with a special theme. (First Responders, Kids night, 60's night, 70's muscle night, Greasers, Tuners etc.) People seem to really respond well to the themes.</p> |
| Unknown<br>71.83.9.XXX     | We are open when the cars are first coming to town. This is a great event for our town. People come for the cars not to shop. People will notice window displays.                                                                                                                                                                                                                                                                                                 |
| Unknown<br>172.58.122.XXX  | The cruisers do not respect the fact that businesses are open and trying to run. The cruise doesn't start until 6, but by 3, they have taken up all of the parking spots and are lining the streets. When we head out at 4, they have the roads closed. It gets worse and worse                                                                                                                                                                                   |
| Unknown<br>104.28.103.XXX  | Glad to see it is growing.                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Unknown<br>107.122.245.XXX | I definitely brings some people out. Would like for it to notice younger people who spend money.                                                                                                                                                                                                                                                                                                                                                                  |

| Respondent                 | Answer                                                                                                                                                                                                           |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unknown<br>172.232.3.XXX   | <p>Small boost. I would keep this simple as I dont even know if a full dj is needed. Block of streets and folks will come.</p> <p>But would be better if bigger and more people supported the local bizs too</p> |
| Unknown<br>66.84.127.XXX   | <p>It's a great event to bring people downtown on a Monday.</p>                                                                                                                                                  |
| Unknown<br>107.122.245.XXX | <p>It was a great think downtown for people</p>                                                                                                                                                                  |
| Unknown<br>70.137.237.XXX  | <p>It is a great event that draws many people downtown. I have heard many great complimen about the event.</p> <p>People come enjoy the cars, eat dinner downtown and visit the stores that are open.</p>        |

## Open-ended Answers for Question #10

Please provide us with any feedback that you have on the Summer Concert Series.

| Respondent                 | Answer                                                                                                                                                                 |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unknown<br>47.40.172.XXX   | forgot it was still being held                                                                                                                                         |
| Unknown<br>75.133.254.XXX  | People coming together and enjoying themselves.                                                                                                                        |
| Unknown<br>97.85.33.XXX    | I think this is a great event for the community. It brings people to town. We just as a business do not get business from this event. We love this event for downtown. |
| Unknown<br>71.83.9.XXX     | This is a nice community event that showcases some of our local talent. It is nice to be able to give them a platform to showcase their talents.                       |
| Unknown<br>104.28.103.XXX  | N/A                                                                                                                                                                    |
| Unknown<br>107.122.245.XXX | I haven't really heard much about it or seen anyone get excited for it. But Thursday's can be a good day for us.                                                       |
| Unknown<br>172.232.3.XXX   | Hard to gauge. Love live music but seems inconsistent. How can we rework? Build more collaboration? Make it more fun, more than just a concert?                        |
| Unknown<br>107.122.245.XXX | It is great for people to come out                                                                                                                                     |
| Unknown<br>70.137.237.XXX  | A very enjoyable event for the community.                                                                                                                              |



## Open-ended Answers for Question #15

Please provide us with any feedback you have on Ladies Night Out

| Respondent                 | Answer                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unknown<br>47.40.172.XXX   | Brings new people downtown                                                                                                                                                                                                                                                                                                                                                                                                    |
| Unknown<br>75.133.254.XXX  | There are to many vendors that are allowed to participate. That does not help our community.<br>Favoritism gets played to much at this event.                                                                                                                                                                                                                                                                                 |
| Unknown<br>97.85.33.XXX    | Great event- Great turn out.<br><br>If they would limit the number of vendors, they bring in I do believe it would help my business more. The more vendors they bring in the more it hurts us because we are a vendor-based business, and we usually sell most of the things they bring in with their vendors. 2025 Spring our sales were lower than the previous year but they had many more vendors than the previous year. |
| Unknown<br>71.83.9.XXX     | Women seem to love this event and it has provided sales for our business. The fall event provides more traffic then the spring event. Bringing in out side vendors does take away from the brick and mortar business.                                                                                                                                                                                                         |
| Unknown<br>104.28.103.XXX  | Becoming a great tradition in Lapeer                                                                                                                                                                                                                                                                                                                                                                                          |
| Unknown<br>107.122.245.XXX | This one has been good for us. But I miss baubles and broomsticks. That one was WAY better.                                                                                                                                                                                                                                                                                                                                   |
| Unknown<br>172.232.3.XXX   | Can be inconsistent. Themes help i think.                                                                                                                                                                                                                                                                                                                                                                                     |

## Open-ended Answers for Question #19

Please provide us with any feedback that you have for PorchFest

| Respondent                 | Answer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unknown<br>47.40.172.XXX   | it is fun                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Unknown<br>75.133.254.XXX  | It's a fun event for everyone and has a wide variety of music and people.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Unknown<br>97.85.33.XXX    | <p>They need to grow this event. IT can be much bigger and better than it is. We love this event. Downtown Flint offers this on the same day as we do every year that may be a thing to think about.</p> <p>Bring in food trucks, close the streets for people to dance or set up chairs to watch. When they are limited to the sidewalks they take up a lot of space with their chairs in front of the businesses because there is not anywhere to go. They take all the parking up with their tents. If the roads were closed this would eliminate this. We really enjoy this event, and we hope that it can grow into much more then it is.</p> |
| Unknown<br>71.83.9.XXX     | This is a fun event that seems to be growing in popularity. We are open, but can't say it generates traffic into the business.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Unknown<br>104.28.103.XXX  | It's a great event                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Unknown<br>107.122.245.XXX | Cool idea. Needs more downtown drive.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Unknown<br>172.232.3.XXX   | Awesome event but not much business boost. Integrate to downtown more?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Unknown<br>107.122.245.XXX | It is nice to see people out                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Unknown<br>70.137.237.XXX  | A wonderful event that has brought a large crowd downtown and to the surrounding area to hear the entertainment. Definitely has helped our business. It has brought new people to b the area.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

## Open-ended Answers for Question #24

Please provide us with any feedback that you have for Sidewalk Sales

| Respondent                 | Answer                                                                                                                                                     |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unknown<br>70.136.71.XXX   | I wish there was more participation and ways to attract people downtown during the sale                                                                    |
| Unknown<br>75.133.254.XXX  | Everyone is looking for a good deal, It's a good way for people to check out the variety of businesses.                                                    |
| Unknown<br>97.85.33.XXX    | More advertising sooner in the season.                                                                                                                     |
| Unknown<br>71.83.9.XXX     | Did not produce and extra sales for the day. Just a lot of work to prepare. I really don't feel it was advertised well.                                    |
| Unknown<br>104.28.103.XXX  | N/A                                                                                                                                                        |
| Unknown<br>107.122.245.XXX | This is just something businesses should do. Wasting resources on it is not practical.                                                                     |
| Unknown<br>172.232.3.XXX   | Not in its current state. But if we make it bigger and invite some vendors maybe? We dont have enough retailers honestly                                   |
| Unknown<br>70.137.237.XXX  | Could be a great event again, but we need better participation from the businesses. People aren't happy when they come downtown and hardly anyone is open. |

## Open-ended Answers for Question #29

Please provide us with any feedback that you have for the Downtown Treat Walk.

| Respondent                 | Answer                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unknown<br>70.136.71.XXX   | Lots of traffic and just getting all of those people in our door makes us happy                                                                                                                                                                                                                                                                                                                               |
| Unknown<br>172.232.3.XXX   | I don't get business from this event but it is a great event for downtown                                                                                                                                                                                                                                                                                                                                     |
| Unknown<br>97.95.3.XXX     | I know Kiwanis does the fantasy forest, but it would be nice to have the local community childrens organizations here with games or activities. I also think there are far, far too many trunk or treats going on in the area. Perhaps something geared less toward giving away candy and more family friendly activities and entertainment, sponsored by the businesses, like a halloween festival of sorts. |
| Unknown<br>75.133.254.XXX  | I hear the same thing every year, that they haven't been in town since last years handouts. People come just for the free candy, they don't come back.                                                                                                                                                                                                                                                        |
| Unknown<br>97.85.33.XXX    | Not everything is about profit. This is a great community event. It brings many people into downtown that normally do not come out. There is a great turn out with this.                                                                                                                                                                                                                                      |
| Unknown<br>71.83.9.XXX     | This is a family event that provides a lot of goodwill and memories of downtown for the children.                                                                                                                                                                                                                                                                                                             |
| Unknown<br>104.28.103.XXX  | Programs that bring people downtown are a benefit                                                                                                                                                                                                                                                                                                                                                             |
| Unknown<br>107.122.245.XXX | Worst event of them all. Costly to the businesses with zero ROI.                                                                                                                                                                                                                                                                                                                                              |
| Unknown<br>172.232.3.XXX   | Im really not sure. Im not big on overloading kids with sugar...and it is an expense to the businesses.... not sure if it helps the town or biz.                                                                                                                                                                                                                                                              |
| Unknown<br>66.84.127.XXX   | Great exposure for every downtown business.                                                                                                                                                                                                                                                                                                                                                                   |
| Unknown<br>107.122.245.XXX | It is great for the kids                                                                                                                                                                                                                                                                                                                                                                                      |
| Unknown<br>70.137.237.XXX  | Fun event for the community. Kids love it, and I believe the parents appreciate it.                                                                                                                                                                                                                                                                                                                           |

## Open-ended Answers for Question #34

Please provide us with any feedback that you have for Winter Fest.

| Respondent                 | Answer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unknown<br>75.133.254.XXX  | Brings the community together and starts the Christmas Season!                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Unknown<br>97.85.33.XXX    | <p>We love Christmas. Bring heaters or barrel fires. The turn out last year seemed low it was extra cold. There was nowhere to warm up. Many cities offer burn barrels and warming spots in the town. (Confirmed with fire inspectors and Fire departments in other towns)</p> <p>Bring in fun winter games for families to participate in. Expanding the trees outside of the downtown (Many businesses in Lapeer participate and sponsor these events (for example Milner's, Home Depot, Elga, choice one, Avery automotive) and they could help raise money to make Winterfest better) We proposed this, and we were immediately shot down. We proposed games, we proposed buying tickets for the trees because my customers are not bidding on a tree that starts at 100\$. We have to be budget friendly when it comes to holidays. People are much more conservative with the economy today. Maybe the committee members need to be changed because they are not open minded to changes and growing. We have withdrawn from helping with this committee and will do our own things going forward because we have good ideas that are never considered.</p> |
| Unknown<br>71.83.9.XXX     | Another wonderful family event. I would like to see the parade return to Saturday morning. It would generate more business being a two day event.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Unknown<br>104.28.103.XXX  | More people coming downtown                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Unknown<br>107.122.245.XXX | People coming to town wanting to shop. Yes. More of this.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Unknown<br>107.122.245.XXX | It is great for the family.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Unknown<br>70.137.237.XXX  | If the weather would cooperate it could be great, lol. Families seem to love the Scavenger Hunt, Window Contest, and Carriage Rides.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

## Open-ended Answers for Question #39

Please provide us with any feedback that you have for Friday Night Bikes

| Respondent                | Answer                                                                                                                                                                                                                                                                                      |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unknown<br>73.144.241.XXX | This evening doesn't do anything for our business, but I think our clients like to visit it after they test with us.                                                                                                                                                                        |
| Unknown<br>24.180.236.XXX | Something our staff looks forward to each summer. Does not ever seem like it is long enough. So many great people.                                                                                                                                                                          |
| Unknown<br>70.136.71.XXX  | No one from bike night is coming in to do art on Friday night. We only get so many nice Friday nights here in Michigan and they are dominated in our downtown by bike night. Any other night but Friday! We would love to see other fun Friday family friendly summer plans, first Fridays? |
| Unknown<br>172.232.3.XXX  | Wish it was on a different day but it is good for my business                                                                                                                                                                                                                               |
| Unknown<br>75.133.254.XXX | I haven't yet seen a profit on Friday night because of bike night. It keeps a lot of people away during this event.                                                                                                                                                                         |
| Unknown<br>97.85.33.XXX   | I think it's great for restaurants and food industry especially if they sell alcohol. We do not get business, and it is not worth wasting our Friday evening staying open. This event is great for the community.                                                                           |
| Unknown<br>71.83.9.XXX    | Any time we can bring groups of people to our downtown area will generate interest in our downtown.                                                                                                                                                                                         |
| Unknown<br>104.28.103.XXX | Wish it wasn't every Friday night during the summer.                                                                                                                                                                                                                                        |

| Respondent                 | Answer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unknown<br>107.122.245.XXX | <p>This event has sort of destroyed the fabric of this town. I haven't seen much growth here in years and it's because this event stole the most important night of the week for a niche audience that is not always as friendly as they claim to be (just look at the vitriol on Facebook). Beyond that, most of my regular customers have no interest in being around the smoke, the gas smells, the incredibly loud revving of engines, even the attire that is worn is not family friendly. After being a supporter of this event, I can no longer say I am. My business has poor Friday's. And then we have trained our entire town not to come downtown on Fridays. People don't want to visit. It's not a weekend destination anymore. On rainy Fridays we see a huge dip in sales and it makes me wonder why the bikers don't come out to support our town all summer, but they demand they get the entire summer; they do have vehicles to drive here. That seems to show me they are using us. Not supporting us. This event needs to be moved to a different day of the week or removed altogether. This event has divided us and made our downtown weaker.</p> <p>But you need to ask the families too. They will all tell you that they avoid downtown during bike night. It's not inclusive. But you know what? They are too scared to talk about it because they don't want to get bullied.</p> |
| Unknown<br>172.232.3.XXX   | <p>Oh man....</p> <p>I mean... every summer friday? Like...every one?</p> <p>It gets ruined without great weather (which ends up being a majority of the events).</p> <p>The division it caused downtown was frustrating. A lot of bikers are awesome...some are not. I will not bring my kids here and a lot of others have said the same.</p> <p>Move to a different night. Move it to a parking lot. Don't make it EVERY WEEK.</p> <p>Our friday sales have dropped consistently for the last 2 years of bike nights. It wrecks biz if it rains at all.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Unknown<br>66.84.127.XXX   | <p>This would be much better on a Thursday. My business was already busy on Fridays. If there is potential for rain and bike night gets cancelled then Friday is super slow for me. No bikes and no regulars that already skip Fridays due to bike night. Friday is a day when I do about 25-30% of my weekly sales, so if it's a bust, it really stings. I like the event, just not on a Friday or Saturday.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| Respondent                 | Answer                                                                                                                   |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------|
| Unknown<br>107.122.245.XXX | I don't like bike night                                                                                                  |
| Unknown<br>70.137.237.XXX  | I have heard comments from people I know that they don't go downtown to dinner on Fridays anymore because of Bike Night. |



## Open-ended Answers for Question #43

Please provide us with any feedback that you have on the Historic Farmers Market of Lapeer.

| Respondent                 | Answer                                                                                                                                                                         |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unknown<br>75.133.254.XXX  | I would love to see more than one vendor with flowers and vegetable plants in the spring. Plus more than one with bread and grown vegetables in the summer. Less crafts!       |
| Unknown<br>97.85.33.XXX    | This year they have grown and expanded. I love the variety of vendors they brought in this year. I love the themes they did. They are growing and its great.                   |
| Unknown<br>71.83.9.XXX     | It is nice to have a farmers market downtown. Wish we could see growth with the market.                                                                                        |
| Unknown<br>104.28.103.XXX  | I hope the Farmers Market can continue to grow                                                                                                                                 |
| Unknown<br>107.122.245.XXX | A farmers market should have produce. It's weird we don't have much. It's all crafts that compete with our limited retail. It could be a lot better.                           |
| Unknown<br>172.232.3.XXX   | Need more vendors                                                                                                                                                              |
| Unknown<br>66.84.127.XXX   | I love fresh food options and the local people that sell these items!                                                                                                          |
| Unknown<br>107.122.245.XXX | I like people coming to it and shopping                                                                                                                                        |
| Unknown<br>70.137.237.XXX  | Love the fact that the market can help the community with free, fresh, local produce for over 15 years. Brings community together twice a week. Brings entertainment downtown. |

## Open-ended Answers for Question #47

Please provide us with any feedback that you have for Nightmare on Nepessing Street.

| Respondent                 | Answer                                                                                                                                                                     |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unknown<br>47.40.172.XXX   | everything is closed and you cant really get downtown                                                                                                                      |
| Unknown<br>75.133.254.XXX  | Will not be open for that event. I walked through it once years ago, a few people behind masks were very grabby and it was fearful. I refuse to participate in that event. |
| Unknown<br>97.85.33.XXX    | Unsure exactly what this is but we do know they shut down the streets and it hurts the business when they close the roads for an entire weekend. This does not help us.    |
| Unknown<br>71.83.9.XXX     | Its a big tent in the center of town. It is a great event, but I am not sure it generates interest in downtown.                                                            |
| Unknown<br>104.28.103.XXX  | This event could happen anywhere, a tent in the middle of downtown isn't necessary.                                                                                        |
| Unknown<br>107.122.245.XXX | People like it. It's fun. It definitely gets people here!                                                                                                                  |

## Open-ended Answers for Question #51

Please provide us with any feedback that you have for the Back to the Bricks Tune Up event.

| Respondent                 | Answer                                                                                                                                                                                                                       |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unknown<br>47.40.172.XXX   | New people                                                                                                                                                                                                                   |
| Unknown<br>73.144.241.XXX  | The only issue we have with this event is that we'll need to block off clearance so that our clients can enter the building. Parking is hard for our clients, but that's okay.                                               |
| Unknown<br>24.180.236.XXX  | Would like to see this event happen again.                                                                                                                                                                                   |
| Unknown<br>75.133.254.XXX  | It was a great event! Brought in so many new faces and some have been back since. Fun event for everyone!                                                                                                                    |
| Unknown<br>97.85.33.XXX    | This was the first year. This was a great event. It brought in many people from all over. We think it was a great thing for this area and the downtown.                                                                      |
| Unknown<br>71.83.9.XXX     | We stayed open for part of the event, but it did not generate traffic into the business so we closed.<br>It was a wonderful event, generating hundreds of people into downtown.<br>We closed then participated in the event! |
| Unknown<br>172.58.122.XXX  | A lot of out of towners that take over the streets and make it impossible for our customers to get to us.                                                                                                                    |
| Unknown<br>104.28.103.XXX  | The largest crowd in downtown Lapeer on a week night is fantastic                                                                                                                                                            |
| Unknown<br>107.122.245.XXX | This one was cool! New folks coming to town. That's what we want!!                                                                                                                                                           |
| Unknown<br>172.232.3.XXX   | Awesome inclusive event with people supporting local biz!                                                                                                                                                                    |
| Unknown<br>107.122.245.XXX | It was nice seeing people                                                                                                                                                                                                    |
| Unknown<br>70.137.237.XXX  | Was a fantastic event. It brought so many people downtown. Everyone loved it.                                                                                                                                                |

## Open-ended Answers for Question #55

Please provide us with any feedback that you have for the Food Truck Festivals

| Respondent                 | Answer                                                                                                                                                                        |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unknown<br>73.144.241.XXX  | This evening doesn't do anything for our business, but I think our clients like to visit it after they test with us.                                                          |
| Unknown<br>97.95.3.XXX     | Without knowing the policy and procedures behind this decision, I believe that this event would serve the downtown area better if the location was moved to Nepessing Street. |
| Unknown<br>75.133.254.XXX  | Gets people out and about.                                                                                                                                                    |
| Unknown<br>97.85.33.XXX    | We don't get a ton of business from this event, but we love it being part of the downtown.                                                                                    |
| Unknown<br>104.28.103.XXX  | It's nice that this event isn't over done. Once a month is perfect                                                                                                            |
| Unknown<br>107.122.245.XXX | I like that it brings more people out and we see a boost in sales for sure!                                                                                                   |
| Unknown<br>172.232.3.XXX   | Move it to the streets downtown!                                                                                                                                              |
| Unknown<br>66.84.127.XXX   | This is a cool event, just not cool for the downtown restaurants.                                                                                                             |
| Unknown<br>70.137.237.XXX  | Because it happens on a Monday, it brings some people down to the car cruise. Otherwise I'm not sure it helps downtown businesses.                                            |

## Open-ended Answers for Question #60

Please provide us with any feedback that you have for Lapeer Days?

| Respondent                 | Answer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unknown<br>47.40.172.XXX   | Not a good fit for downtown. Only a few people benefit, but there is competition with local businesses, so it is hard to profit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Unknown<br>73.144.241.XXX  | I'm not sure if I see value or not.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Unknown<br>75.133.254.XXX  | I completely close during that event. Doesn't help this town at all. Shoplifting goes up and sales go down.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Unknown<br>97.85.33.XXX    | This year was the worst year we have seen. They bring in too many vendors. It hurt our business to be open for this event. Our sales were down 90%. It's hard to compete with vendors that sell what we do. Maybe they should take the money for the crazy expensive bands and find someone like the cover bands that do just as great for a fraction of the cost. Take the money and put it into other things by making the event better. Or charge a cover fee to see these bands because it seems outrageous. One of our vendors was parked for the food trucks did not even make enough money all weekend to cover the fee to be in the event. That does not seem like the way you want to end an event to bring people back. |
| Unknown<br>71.83.9.XXX     | There was a time I valued this event for the community. It still has the parade and the High School band is a big part of the event. The vendors in the streets have declined and the ones that are there do not seem to be local. Majority of local non profits no longer participate with a booth. On a personal note the majority of my friends that live in the Lapeer area, stay away from downtown during Lapeer Days                                                                                                                                                                                                                                                                                                       |
| Unknown<br>104.28.103.XXX  | It's Lapeer Days, it doesn't matter where it is held, what matters is the festival is stagnant, can't tell one year from another.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Unknown<br>107.122.245.XXX | It's sad to watch a tradition die. This festival is weaker and weaker each year. It needs a real makeover. Fresh ideas. Better music. But it COULD be awesome. Regardless, this event competes with my business. My sales are a bit below average. Would like the businesses to be integrated.                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| Respondent                | Answer                                                                                                                                                                                           |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unknown<br>172.232.3.XXX  | <p>Continues to slide. Does not feel like synergy between businesses and chamber/lapeer days committee.</p> <p>Needs changes. Many frustrated biz owners that would be happy to collaborate.</p> |
| Unknown<br>66.84.127.XXX  | <p>I like Lapeer Days and my business does well during the festival. I do understand some don't like it as they get no sales or miss out on sales due to the craziness.</p>                      |
| Unknown<br>70.137.237.XXX | <p>The vendors take away from the downtown businesses. It needs to be revamped badly.</p>                                                                                                        |



## ITEM G-2

**Meeting Date:** December 1, 2025  
**Department:** City Manager  
**Requestor:** Mike Womack, City Manager  
**Agenda Item:** Modification to introduction of an ordinance

**RECOMMENDATION (motion):**

Approve the modification of the Commission's ordinance introduction procedure to require:

1. First reading- which requires motion and second, discussion and majority vote of the Commission to move to a second reading and approval.
2. Second reading and approval of the proposed ordinance- which requires motion and second, discussion and a vote of the majority of the Commission.

**AGENDA ITEM INFORMATION:**

The City has traditionally and customarily introduced ordinances using the following method:

1. Introduction of ordinance by one motion only, requiring no second and allowing for no discussion.
2. Approval of ordinance by motion, second, discussion and majority vote.

My preference, for governmental transparency purposes, to allow for greater public input and to allow a more forthright discussion between Commission members and staff, I think that modifying the City's current practice to reflect the above changes will be beneficial to the City and its citizens.

While certain aspects of ordinance adoption are already in the City's Charter and State Law, I could find nothing that specifically justifies or requires the City's current practice nor anything that specifies the method for the ordinance introduction process.

By changing to the method proposed above, there can be early upfront productive discussion on proposed ordinances which can help improve an ordinance and guide it towards approval and this method can also help slow down or eliminate ordinances that might need a little bit more work before being acceptable to the Commission.

As an unwritten custom of the Commission, this motion only requires a majority vote but would likely be a good addition/modification to the Commission's Rules and Procedures.

|                            |     |                            |      |
|----------------------------|-----|----------------------------|------|
| Budgeted Amount:           | N/A | Funds Requested:           | None |
| Funding Source:            |     | CIP Project #:             | None |
|                            |     | Budget Amendment Needed:   | No   |
| # of Bids/Quotes Obtained: |     | Budget Amendment Attached: | No   |
| Explanation:               |     |                            |      |



## ITEM G-3

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|                      |                                                                     |
|----------------------|---------------------------------------------------------------------|
| <b>Meeting Date:</b> | November 17, 2025                                                   |
| <b>Department:</b>   | Planning Department                                                 |
| <b>Requestor:</b>    | Ben Keller, City Planning Consultant                                |
| <b>Agenda Item:</b>  | Zoning Ordinance Text Amendments – Articles 7-13, 7-15, 7-16 & 7-17 |

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### **RECOMMENDATION (motion):**

Introduce the text amendments to Zoning Ordinance Articles 7-13, 7-15, 7-16 and 7-17 as proposed.

### **AGENDA ITEM INFORMATION:**

Over the last year or so, ROWE planning consultants have kept a running list of text amendments to work through with the Planning Commission. This list was developed based on ordinance pitfalls identified in practice of applying and working with the ordinance over the last several years. Rather than holding individual Public Hearings for each amendment, staff and the Planning Commission agreed to work through the entire list of amendments to different articles and then package those amendments up into one Public Hearing at the October Planning Commission Meeting. At this meeting, the Planning Commission voted to send these amendments to the City Commission with the recommendation they be approved. Below is a list of each topic amended, and the changes associated with each.

- Article 7-13.01(F)(2). Apartments on the first floor (only permitted in CBD-1. Apartments on the first floor are allowed in all multi-family districts. This use of land is specific to the CBD-1 district). Increased the allowable floor area for apartments on the first floor in the CBD-1 district from 25% to 50%. This change is supported by Jim Alt.
- Article 7-15.01. Building appearance. Added in three tables in an effort to simplify this section. The new tables clearly illustrate what is permitted vs what is not permitted for building architectural features, building materials, and building colors. Very little policy additions or subtractions with these tables, just a new way to demonstrate these requirements.
- Article 7-15.02. Landscaping. Overlapping landscaping requirements and landscaping waivers. Attempt to decrease the amount of site landscaping required for new construction in the city while maintaining the intent of the section. Currently, we find that unnecessarily high quantities of landscaping are required for new builds, if all of the landscaping requirements are satisfied individually.
  - New tree removal and replacement ratio. Attempt to simplify an unnecessarily confusing section. No real policy changes with this amendment.
- Article 7-15.06. Waste receptacles. Multi-tenant properties. Allow multi-tenant properties a clear process to share waste receptacles when feasible.
  - Waste receptacle and enclosure maintenance. Create a provision to require neat and orderly waste receptacles and enclosures, free of loose debris.
- Article 7-15.07. Mechanical Equipment. Added a specific provision for roof-mounted equipment screening when visible from the right-of-way or residentially used property.



- Article 7-16.01. Parking, general provisions. Added an option for parking requirement waivers when two compliance points are satisfied. Additionally, relocated the parking deferment section providing applicants two clear avenues to decrease parking requirements when feasible.
- Article 7-16.05(F). Parking space design. Minor new language that states when full parking lot is resurfaced, zoning ordinance compliance is required. If there is no re-surfacing, parking lots may be maintained in non-conformance. (Example: Single line striping. If there is faded striping, we will allow parking lots to be maintained as single line striping. However, If a new seal coat goes down on a parking lot, double line striping, and full compliance with applicable zoning ordinance provisions, would be required.)
- Article 7-17.03(C). Temporary signs, damaged signs. Minor addition to this section requiring all temporary signs to be properly maintained, changing from Building Official as the enforcer for these provisions to authorized City Official (which could include the Building Official. Planning Commission wanted more flexibility with this enforcement)
- Table 7.13.3. Wall Signs, Maximum Area. Made two small changes to the wall sign maximum area allowed section that should allow applicants slightly more wall signage while still maintaining the intent of the original provision.
  - Article 7-17.06(A)(4). Wall signs. Allow for increased wall sign areas when buildings are further set back from the road or when building front face is abnormally large.
- Table 7.13.3. Monument Signs, Maximum Area. Increased the allowable size and height for monument signs in the City. With the City no longer allowing new pole signs, the Planning Commission thought it would be a business-friendly step to allow for larger monument signs.
- Table 7.17.3. Window Signs and Projecting Signs. Increased the maximum area allowed. Hopeful to see more projecting signs in Downtown and allow for businesses to have more advertising space in their windows, while keeping all entry doors clear for public safety.
  - Article 7-17.06(D)(6). Projecting signs, materials allowed. Specified required materials to be utilized for projecting signs.

The proposed amendments as recommended by the Planning Commission are attached to this memo. Please contact the Planning Department with any questions or concerns.

|                            |     |                            |     |
|----------------------------|-----|----------------------------|-----|
| Budgeted Amount:           | N/A | Funds Requested:           | N/A |
| Funding Source:            |     | CIP Project #:             |     |
|                            |     | Budget Amendment Needed:   |     |
| # of Bids/Quotes Obtained: |     | Budget Amendment Attached: |     |
| Explanation:               |     |                            |     |

## **Ordinance No. 2025-04**

At a regular meeting of the Lapeer City Commission on Monday, November 17, 2025, at 6:30 p.m. in the Lapeer City Commission Chambers of Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan, Commissioner \_\_\_\_\_ introduced the following amendments to Chapter 7 (Zoning) of the General Ordinances of the City of Lapeer.

Pursuant to Public Act 279 of 1909, MCL 117.3 a summary of the regulatory effect of the ordinance is published below. A copy of the full text of the ordinance may be inspected or obtained at the office of the City Clerk, Lapeer City Hall, 576 Liberty Park, Lapeer, MI 48446 between the hours of 7:30 a.m. and 5:30 p.m., Monday through Thursday.

THE CITY OF LAPEER ORDAINS:

### ***Summary of Changes to Chapter 7 (Zoning Ordinance):***

The proposed amendments modify Section 7.13 Use Requirements, 7.15 General Site Development Requirements, 7.16 Parking, Loading, Access and Circulation Requirements, and 7.17 Signs.

A copy of the draft language is available at City Hall located at 576 Liberty Park for public review. City Hall is open Monday through Thursday 7:30 am to 5:30 pm.

Introduced:  
Adopted:  
Effective:

Published:  
Published:

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

- (g) Smoking policy to include identification of areas where smoking is to be permitted on the site.
- (h) A written fire safety and emergency escape plan.
- (13) Operators shall keep a list to account for all persons staying at the facility, and the register shall be available for inspection by City Public Safety, Housing, Building or Health Officials at any time.
- E. Apartments above business establishments. The minimum floor area for apartment units shall be the same as shown in Table 7.04.3. **[Added 12-19-2022]**
- F. Apartments on the first floor: **[Added 12-19-2022]**
  - (1) The minimum floor area for apartment units shall be the same as shown in Table 7.04.3.
  - (2) The apartments shall not exceed ~~25%~~ 50% of the total gross floor area on the first floor.
  - (3) The apartment shall be located in the rear part of the building where apartment's entrance or unit windows shall not be visible from the front lot line.

#### **§ 7-13.02. Animal and agriculture uses.**

- A. Commercial kennels:
  - (1) Shall not abut any area zoned for residential purposes.
  - (2) Are subject further to all health standards of the City.
- B. Farms. Farms on those parcels of land separately owned outside the boundaries of either a proprietary or assessor's plat are subject to the health and sanitation provisions of the City of Lapeer, and shall be further subject to the following:
  - (1) Property shall be used for agriculture or horticulture for commercial, hobby or personal purposes, including but not limited to: greenhouses, nurseries, orchards, chicken hatcheries, poultry farms and apiaries.
  - (2) Buildings, structures, or yard areas used for the keeping of animals shall be located not less than 100 feet from a property line.
  - (3) No farms shall be operated as garbage-fed piggeries, or for the disposal of garbage, sewage, rubbish, offal or rendering plants, or for the slaughtering of animals, except such animals as have been raised on the premises or have been maintained on the premises for at least a period of one year immediately prior thereto and for the use and consumption by persons residing on the premises.
  - (4) Establishments keeping or operating fur-bearing animals, public riding, or boarding stables or commercial dog kennels, shall not be considered a farm under this chapter unless combined with bona fide farm operations on the same continuous tract of land.
  - (5) None of the provisions of this chapter is intended to conflict with those rights protected under the Michigan Right to Farm Act, MCLA § 286.471 et seq.

ARTICLE XV  
General Site Development Requirements

**§ 7-15.01. Building appearance.**

- A. Intent. The purpose of this section is to provide a set of exterior building wall material standards, the intent of which is to enhance the visual environment of the City. Furthermore, the review of exterior building wall design and the consistent administration of standards can help to maintain the City's sense of place by encouraging consistent quality and character when structures are built or redeveloped. All development shall utilize quality architecture to ensure that a building protects the investment of adjacent landowners, blends harmoniously into the streetscape, and maintains a positive image for the City's various multifamily developments, business areas and commercial shopping districts.
- B. Applicability.
- (1) This section shall apply to the exterior building walls of all construction, except one-family detached and two-family residential structures and their associated accessory buildings.
  - (2) Architecture shall be reviewed by the Planning Commission as a part of site plan review under the requirements of this section.
  - (3) Where additions or remodeling of existing buildings is proposed, the following standards shall apply:
    - (a) Where a new wall material is proposed for an existing building wall, only that portion of the building being altered shall be subject to the standards of this section. However, in considering the proposed alteration, the Planning Commission may modify the material requirements of the section so it will be consistent with the architecture of the entire building.
    - (b) Where an addition is proposed to an existing building, the Planning Commission may allow the use of existing wall materials for the addition provided that the design of the alteration is compatible with the existing building wall design during a full site plan review. The Planning Department in the case of an administrative review may modify the material requirements of the section so it will be consistent with the architecture of the entire building and may allow the use of existing wall materials for the addition, provided that the design of the alteration is compatible with the existing building wall design. **[Amended 12-19-2022]**
- C. Exterior building design.
- (1) Buildings shall possess architectural variety, but enhance the overall cohesive community character. ~~All commercial and office buildings should provide architectural features, details, and ornaments such as archways, colonnades, recesses, projections, wall insets, arcades, window display areas, peaked roof lines, decorative cornices or towers.~~
  - (2) Building walls and roofs over 50 feet in length shall be broken up with varying building

lines, windows, gables, and/or architectural accents such as pilasters, columns, dormers, and awnings.

- (3) Window area shall make up at least 20% of the exterior wall area facing the principal street(s) from which access is gained. Bars shall not be put over windows and doors that are visible from the street.
- (4) Overhead doors shall not face a ~~public street or~~ residential district. The Planning Commission or Building Official can modify this requirement upon a determination that there is no reasonable alternative and the visual impact will be moderated through use of building materials, architectural features and landscaping beyond that required in § 7-15.02. **[Amended 6-25-2015]**
- (5) Additions to existing buildings must complement the current building design with regard to height, proportions, scale, materials, and rhythm of openings. **[Amended 6-25-2015]**

#### D. Building Architectural Features Standards

##### (1) General Architectural Standards

- (a) Window. Window glazing surfaces cannot be flush with the façade plane. Windows shall be recessed a minimum of 3-inches or defined by a projecting, defined sill, lintel, and trim.
- (b) Utilities. HVAC, dryer ventilation areas, and utility boxes located on the building must be screened and the same color as the façade material. This includes any rooftop mechanical equipment visible from the right of-way or a residential use/district.
- (c) Balconies. The balcony support structure shall be integrated with the building façade; separate columns or posts supporting any balcony from the ground are prohibited.

- (2) Table 7-15.01. The following standards shall apply to all buildings in the City of Lapeer (Excluding single- and two-family dwellings)

| <u>Table 7-15.01</u>                            | <u>Zoning District</u> |                                                                                |              |                 |
|-------------------------------------------------|------------------------|--------------------------------------------------------------------------------|--------------|-----------------|
| <u>"P" = Permitted</u><br><u>"R" = Required</u> | <u>RM-1, RM-2</u>      | <u>OS-1, B-1, B-2,</u><br><u>B-3</u><br><u>MU, Mixed-Use</u><br><u>Overlay</u> | <u>CBD-1</u> | <u>I-1, I-2</u> |
| <u>Arcades</u>                                  | <u>P</u>               | <u>P</u>                                                                       | <u>P</u>     | <u>=</u>        |
| <u>Archways</u>                                 | <u>R</u>               | <u>R</u>                                                                       | <u>R</u>     | <u>R</u>        |
| <u>Awning (gabled awning or straight-shed)</u>  | <u>P</u>               | <u>P</u>                                                                       | <u>P</u>     | <u>P</u>        |

| <u>Table 7-15.01</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <u>Zoning District</u> |                                                                                |              |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|--------------------------------------------------------------------------------|--------------|-----------------|
| <u>“P” = Permitted</u><br><u>“R” = Required</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <u>RM-1, RM-2</u>      | <u>OS-1, B-1, B-2,</u><br><u>B-3</u><br><u>MU, Mixed-Use</u><br><u>Overlay</u> | <u>CBD-1</u> | <u>I-1, I-2</u> |
| <u>Columns</u><br><u>(colonnades),</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <u>P</u>               | <u>P</u>                                                                       | <u>P</u>     | <u>P</u>        |
| <u>Community</u><br><u>amenities.</u><br><u>Community</u><br><u>amenities such as</u><br><u>patio/seating areas,</u><br><u>water features,</u><br><u>artwork or sculpture,</u><br><u>clock towers,</u><br><u>pedestrian plazas</u><br><u>with park benches,</u><br><u>or other features</u><br><u>located adjacent to</u><br><u>the primary entrance</u><br><u>to the building(s) are</u><br><u>highly encouraged</u><br><u>and may be</u><br><u>calculated as part of</u><br><u>the landscaping</u><br><u>requirement</u> | <u>P</u>               | <u>P</u>                                                                       | <u>P</u>     | <u>P</u>        |
| <u>Decorative Cornices</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <u>P</u>               | <u>P</u>                                                                       | <u>R</u>     | <u>P</u>        |
| <u>Projections</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <u>P</u>               | <u>P</u>                                                                       | <u>P</u>     | <u>P</u>        |
| <u>Recesses</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <u>P</u>               | <u>P</u>                                                                       | <u>P</u>     | <u>P</u>        |
| <u>Roof Line variations</u><br><u>in architectural style</u><br><u>are highly</u><br><u>encouraged. Visible</u><br><u>roof lines and roofs</u><br><u>that project over the</u><br><u>exterior wall of a</u><br><u>building enough to</u><br><u>cast a shadow on</u><br><u>the ground are highly</u><br><u>encouraged, with a</u><br><u>minimum overhang</u><br><u>of 12 inches.</u>                                                                                                                                        | <u>R</u>               | <u>R</u>                                                                       | <u>R</u>     | <u>R</u>        |
| <u>Towers</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <u>P</u>               | <u>P</u>                                                                       | <u>P</u>     | <u>P</u>        |

| <u>Table 7-15.01</u>                            | <u>Zoning District</u> |                                                                                |              |                 |
|-------------------------------------------------|------------------------|--------------------------------------------------------------------------------|--------------|-----------------|
| <u>"P" = Permitted</u><br><u>"R" = Required</u> | <u>RM-1, RM-2</u>      | <u>OS-1, B-1, B-2,</u><br><u>B-3</u><br><u>MU, Mixed-Use</u><br><u>Overlay</u> | <u>CBD-1</u> | <u>I-1, I-2</u> |
| <u>Wall insets</u>                              | <u>P</u>               | <u>P</u>                                                                       | <u>P</u>     | <u>P</u>        |
| <u>Window Display</u><br><u>Areas</u>           |                        | <u>P</u>                                                                       | <u>P</u>     |                 |

E. Building materials.

- (1) All building materials shall be durable and weather-resistant, provide an attractive, quality appearance, and must be properly maintained by the property owner or tenant at all times.
- ~~(2) The predominant building materials should be quality materials that are characteristic of Michigan such as earth-toned brick, decorative tilt-up panels, wood, native stone, and tinted/textured concrete masonry units, glass products or other similar material as determined by the Planning Commission.~~
- ~~(3) Other materials such as smooth-faced concrete block, undecorated tilt-up concrete EIFS (Exterior Insulation Finishing System) panels, or prefabricated steel panels or other similar metal siding should only be used as accents and not dominate the building exterior of the structure.~~
- ~~(4)~~(2) Metal roofs may be allowed if deemed by the Planning Department to be compatible with the overall architectural design of the building. **[Amended 12-19-2022]**
- ~~(5) In the CBD zoning district, all facades facing W. Nepessing Street must use building material similar to the neighboring historic buildings in order to allow conformity of the historic area. The predominate building material shall be wood (natural or stained or treated), brick or masonry, glass products, or other similar material as determined by the Planning Commission. **[Added 12-19-2022]**~~

G. General Building Material Standards

- (1) Primary Materials shall comprise a minimum of 75% of the first-floor façade and 50% of the façade for upper floors. See table 7-15.02.
- (2) Secondary materials comprise a maximum of 25% of the first-floor façade and 50% of the façade for upper floors. See table 7-15.02.
- (3) In addition to permitted primary and secondary materials, the planning commission may accept other materials for architectural details, accent, or trim to not exceed 10% of the façade. Example materials: glass reinforced fiber cement; molded polyurethane; glass block.
- (4) The following exterior finish materials are prohibited for all buildings, due to their environmental impact or lack of durability: plywood siding materials, sheet / corrugated metal.
- (5) Table 7-15.02, Building Material Standards. The following shall apply to all buildings (except for single-family R-1, R-2, and R-3 dwellings and duplex homes):

|                                     |                                         | <u>Zoning Districts</u> |                  |                                                    |                  |                |                  |                 |                  |
|-------------------------------------|-----------------------------------------|-------------------------|------------------|----------------------------------------------------|------------------|----------------|------------------|-----------------|------------------|
| <u>"P" = Permitted</u>              |                                         | <u>RM-1, RM-2</u>       |                  | <u>OS-1, B-1, B-2, B-3, MU – Mixed Use Overlay</u> |                  | <u>CBD-1</u>   |                  | <u>I-1, I-2</u> |                  |
|                                     |                                         | <u>Primary</u>          | <u>Secondary</u> | <u>Primary</u>                                     | <u>Secondary</u> | <u>Primary</u> | <u>Secondary</u> | <u>Primary</u>  | <u>Secondary</u> |
| <u>Masonry</u>                      | <u>Brick (natural, glazed, painted)</u> | P                       | P                | P                                                  | P                | P              | P                | P               | P                |
|                                     | <u>Stone (natural, synthetic)</u>       | P                       | P                | P                                                  | P                | P              | P                | P               | P                |
|                                     | <u>Terra Cotta</u>                      | P                       | P                | P                                                  | P                | P              | P                | P               | P                |
| <u>Concrete</u>                     | <u>Cast in Place</u>                    | =                       | =                | P                                                  | P                | =              | =                | P               | P                |
|                                     | <u>Precast</u>                          | =                       | =                | P                                                  | P                | =              | =                | P               | P                |
| <u>Concrete Masonry Units (CMU)</u> | <u>Burnished and Split Face</u>         | P                       | P                | P                                                  | P                | P              | P                | P               | P                |
|                                     | <u>Tinted (dyed block) Prohibited.</u>  | =                       | =                | =                                                  | =                | =              | =                | =               | P                |
|                                     |                                         |                         |                  |                                                    |                  |                |                  |                 |                  |



|                                   | <u><b>Zoning Districts</b></u>               |                   |                  |                                                                |                  |                |                  |                 |                  |
|-----------------------------------|----------------------------------------------|-------------------|------------------|----------------------------------------------------------------|------------------|----------------|------------------|-----------------|------------------|
| <u><b>“P” =<br/>Permitted</b></u> |                                              | <u>RM-1, RM-2</u> |                  | <u>OS-1, B-1,<br/>B-2, B-3,<br/>MU – Mixed<br/>Use Overlay</u> |                  | <u>CBD-1</u>   |                  | <u>I-1, I-2</u> |                  |
|                                   |                                              | <u>Primary</u>    | <u>Secondary</u> | <u>Primary</u>                                                 | <u>Secondary</u> | <u>Primary</u> | <u>Secondary</u> | <u>Primary</u>  | <u>Secondary</u> |
| <u>Siding</u>                     | <u>Wood (natural, composite)</u>             | <u>P</u>          | <u>P</u>         | <u>P</u>                                                       | <u>P</u>         | <u>P</u>       | <u>P</u>         | <u>P</u>        | <u>P</u>         |
|                                   | <u>Fiber Cement Board (e.g. Hardi Panel)</u> | <u>P</u>          | <u>P</u>         | <u>P</u>                                                       | <u>P</u>         | <u>:</u>       | <u>:</u>         | <u>P</u>        | <u>P</u>         |
|                                   |                                              |                   |                  |                                                                |                  |                |                  |                 |                  |
| <u>Stucco</u>                     | <u>Traditional Stucco (cementitious)</u>     | <u>P</u>          | <u>P</u>         | <u>P</u>                                                       | <u>P</u>         | <u>:</u>       | <u>P</u>         | <u>P</u>        | <u>P</u>         |
|                                   | <u>Synthetic EIFS</u>                        | <u>P</u>          | <u>P</u>         | <u>P</u>                                                       | <u>P</u>         | <u>:</u>       | <u>:</u>         | <u>P</u>        | <u>P</u>         |
| <u>Architectural Metal Panel</u>  | <u>Insulated</u>                             | <u>P</u>          | <u>P</u>         | <u>P</u>                                                       | <u>P</u>         | <u>P</u>       | <u>P</u>         | <u>P</u>        | <u>P</u>         |
|                                   | <u>Composite</u>                             | <u>P</u>          | <u>P</u>         | <u>P</u>                                                       | <u>P</u>         | <u>P</u>       | <u>P</u>         | <u>P</u>        | <u>P</u>         |
|                                   |                                              |                   |                  |                                                                |                  |                |                  |                 |                  |
| <u>Glass Panel</u>                | <u>Panel Windows</u>                         | <u>P</u>          | <u>P</u>         | <u>P</u>                                                       | <u>P</u>         | <u>P</u>       | <u>P</u>         | <u>P</u>        | <u>P</u>         |

#### F.H. Building colors.

~~(1) The use of high intensity colors such as neon, metallic, or fluorescent for the facade or roof of the building is prohibited except as approved by the Planning Commission during full site plan review and the Planning Department during an administrative site plan review for building trim. Exterior colors shall be of low reflectance, subtle, neutral, or earth tone colors. [Amended 12-19-2022]~~

~~(2)~~(1) The use of trademark colors not meeting this requirement shall require approval by the

## Planning Commission.

(2) Mechanical and service features such as gutters, ductwork, service doors, etc. that cannot be screened must be of a color that blends in with the color of the building.

(3) Building Color Guide, Table 7-15.02. The following standards shall apply to all buildings (except for single-family and duplex homes in R-1, R-2, or R-3)

| <b>Table 7-15.02</b>                                   |                                     | <b>Zoning Districts</b>    |                         |                                                         |                         |                       |                         |                        |                         |
|--------------------------------------------------------|-------------------------------------|----------------------------|-------------------------|---------------------------------------------------------|-------------------------|-----------------------|-------------------------|------------------------|-------------------------|
| <b><u>"P" = Permitted</u></b>                          |                                     | <b><u>RM-1, RM – 2</u></b> |                         | <b><u>OS-1, B-1, B-2,<br/>B-3, MU-Mixed<br/>Use</u></b> |                         | <b><u>CBD-1</u></b>   |                         | <b><u>I-1, I-2</u></b> |                         |
| <b><u>"R" = Restricted, only 10%<br/>of façade</u></b> |                                     |                            |                         |                                                         |                         |                       |                         |                        |                         |
|                                                        |                                     | <b><u>Primary</u></b>      | <b><u>Secondary</u></b> | <b><u>Primary</u></b>                                   | <b><u>Secondary</u></b> | <b><u>Primary</u></b> | <b><u>Secondary</u></b> | <b><u>Primary</u></b>  | <b><u>Secondary</u></b> |
| <b><u>High Intensity</u></b>                           | <b><u>Fluorescent</u></b>           | -                          | -                       | R                                                       | R                       | -                     | -                       | -                      | -                       |
|                                                        | <b><u>Metallic</u></b>              | -                          | -                       | R                                                       | R                       | -                     | -                       | -                      | -                       |
|                                                        | <b><u>Neon</u></b>                  | -                          | -                       | R                                                       | R                       | -                     | -                       | -                      | -                       |
|                                                        | <b><u>Reflective</u></b>            | -                          | -                       | -                                                       | -                       | -                     | -                       | -                      | -                       |
|                                                        |                                     |                            |                         |                                                         |                         |                       |                         |                        |                         |
| <b><u>Earth Tone</u></b>                               | <b><u>Brown</u></b>                 | P                          | P                       | P                                                       | P                       | P                     | P                       | P                      | P                       |
|                                                        | <b><u>Green</u></b>                 | P                          | P                       | P                                                       | P                       | P                     | P                       | P                      | P                       |
|                                                        | <b><u>Grey</u></b>                  | P                          | P                       | P                                                       | P                       | P                     | P                       | P                      | P                       |
|                                                        | <b><u>Beige</u></b>                 | P                          | P                       | P                                                       | P                       | P                     | P                       | P                      | P                       |
|                                                        | <b><u>Copper</u></b>                | P                          | P                       | P                                                       | P                       | P                     | P                       | P                      | P                       |
|                                                        |                                     |                            |                         |                                                         |                         |                       |                         |                        |                         |
| <b><u>Muted Earth<br/>Tone</u></b>                     | <b><u>Orange</u></b>                | P                          | P                       | P                                                       | P                       | P                     | P                       | P                      | P                       |
|                                                        | <b><u>Red</u></b>                   | P                          | P                       | P                                                       | P                       | P                     | P                       | P                      | P                       |
|                                                        | <b><u>Yellow</u></b>                | P                          | P                       | P                                                       | P                       | P                     | P                       | P                      | P                       |
|                                                        | <b><u>Blue (Navy)</u></b>           | P                          | P                       | P                                                       | P                       | P                     | P                       | P                      | P                       |
|                                                        |                                     |                            |                         |                                                         |                         |                       |                         |                        |                         |
| <b><u>Black</u></b>                                    | <b><u>Black</u></b>                 | R                          | R                       | R                                                       | R                       | R                     | R                       | R                      | R                       |
|                                                        |                                     |                            |                         |                                                         |                         |                       |                         |                        |                         |
| <b><u>Grey</u></b>                                     | <b><u>Grey</u></b>                  | P                          | P                       | P                                                       | P                       | P                     | P                       | P                      | P                       |
|                                                        | <b><u>Grey Light</u></b>            | P                          | P                       | P                                                       | P                       | P                     | P                       | P                      | P                       |
|                                                        | <b><u>Dark Grey<br/>(Krank)</u></b> | P                          | P                       | P                                                       | P                       | P                     | P                       | P                      | P                       |

~~G.I.~~ G.I. Roof design.

- (1) Roofs shall be designed to reduce the apparent exterior mass of a building, add visual interest, and be appropriate to the architectural style of the building.
- (2) Variations in architectural style are highly encouraged. Visible roof lines and roofs that project over the exterior wall of a building enough to cast a shadow on the ground are highly encouraged, with a minimum overhang of 12 inches.
- (3) Architectural methods shall be used to conceal flat rooftops and mechanical equipment.
- (4) Overhanging eaves, peaked roofs, and multiple roof elements are highly encouraged.

~~H.J.~~ H.J. Customer entrances. Clearly defined, highly visible customer entrances shall be included in the design. Features such as canopies, porticos, arcades, arches, wing walls or integral planters shall be used to identify such entrances.

~~I.K.~~ I.K. Community amenities. Community amenities such as patio/seating areas, water features, artwork or sculpture, clock towers, pedestrian plazas with park benches, or other features located adjacent to the primary entrance to the building(s) are highly encouraged and may be calculated as part of the landscaping requirement.

~~J.L.~~ J.L. (Reserved)<sup>1</sup>

~~K.M.~~ K.M. Natural features. Buildings shall be sited to protect existing natural areas such as steep natural grades, trees, significant groupings of healthy vegetation (shrubs and trees), and rock outcroppings. To the extent practical, these areas shall be incorporated into the overall site plan.

~~L.N.~~ L.N. Building location and orientation. New buildings shall have at least one principal building entrance visible from the front lot line.

~~M.O.~~ M.O. Administrative waiver. The Planning Department may waive the requirements of this section, provided they find the use demonstrates compliance with the following criteria:

- (1) The improvement covered by the waiver still meets the spirit and intent of this section.
- (2) The waiver is the minimum necessary to ensure equitable treatment to the applicant.
- (3) The waiver will not have a significant negative impact on the surrounding property.

Planning Commission.

- (3) Mechanical and service features such as gutters, ductwork, service doors, etc. that cannot be screened must be of a color that blends in with the color of the building.

F. Roof design.

- (1) Roofs shall be designed to reduce the apparent exterior mass of a building, add visual interest, and be appropriate to the architectural style of the building.
- (2) Variations in architectural style are highly encouraged. Visible roof lines and roofs that project over the exterior wall of a building enough to cast a shadow on the ground are highly encouraged, with a minimum overhang of 12 inches.
- (3) Architectural methods shall be used to conceal flat rooftops and mechanical equipment.
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H. Community amenities. Community amenities such as patio/seating areas, water features, artwork or sculpture, clock towers, pedestrian plazas with park benches, or other features located adjacent to the primary entrance to the building(s) are highly encouraged and may be calculated as part of the landscaping requirement.

I. (Reserved)<sup>1</sup>

J. Natural features. Buildings shall be sited to protect existing natural areas such as steep natural grades, trees, significant groupings of healthy vegetation (shrubs and trees), and rock outcroppings. To the extent practical, these areas shall be incorporated into the overall site plan.

K. Building location and orientation. New buildings shall have at least one principal building entrance visible from the front lot line.

L. Administrative waiver. The Planning Department may waive the requirements of this section, provided they find the use demonstrates compliance with the following criteria:

- (1) The improvement covered by the waiver still meets the spirit and intent of this section.
- (2) The waiver is the minimum necessary to ensure equitable treatment to the applicant.
- (3) The waiver will not have a significant negative impact on the surrounding property.

**§ 7-15.02. Landscaping.**

A. Intent.

- (1) The intent of this section is to promote the public health, safety and welfare by

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1. Editor's Note: Former Subsection I, regarding signs, was repealed 12-19-2022 by Ord. No. 2022-05.

establishing minimum standards for the design, installation and maintenance of landscaping as buffer zones between zoning districts, along roadways, between adjacent buildings and in parking lots.

- (2) The standards of this section are intended to guide and encourage the protection and enhancement of the environment through requirements for site design and the use of landscape materials. Applicants are encouraged to provide landscaping in addition to the minimum requirements of this chapter to further improve the ecological, infrastructural and programmatic functions, appearances and values of their property.

B. Applicability.

- (1) The requirements set forth in this article shall apply to all uses for which site plan review is required under Article XVIII of this chapter. No site plan or land use shall be approved unless said site plan provides landscaping consistent with the provisions of this article.
- (2) The Planning Commission may also determine that landscaping requirements due to the unique features of the parcel would prevent development of required buffer zones, off-street parking area, landscaping or green belts. If such a determination is made, the Planning Commission may grant an exception from the landscaping provisions of this article. In the case of an administrative site plan review, the Planning Department may grant an exception based on the same site conditions. **[Amended 6-25-2015; 12-19-2022]**
- (3) The following landscape information shall be submitted as part of a site plan review. The landscape plan shall include, but not be limited to the following items:
  - (a) Minimum scale of one inch to 20 feet.
  - (b) Proposed plant location, spacing, size, species (common and botanical name) and necessary descriptions for use within required landscape areas.
  - (c) Existing and proposed contours on-site and 100 feet beyond the site at intervals not to exceed two feet.
  - (d) Straight cross section, including slope, height and width of berms and type of ground cover, or height and type of construction of wall or fence, including footings.
  - (e) Significant construction details to resolve specific site conditions, such as tree wells to preserve existing trees or culverts to maintain existing natural drainage patterns.
  - (f) Planting and staking details in either text or drawing form to ensure proper installation and establishment of proposed materials.
  - (g) Identification of existing trees proposed to be saved, including individual tree caliper size and species. Clearly reference on the plan the total number of trees proposed to be preserved, category of preserved tree caliper size and number of trees requested for credit consideration.

- (h) Identification of tree protection method for trees proposed to be preserved.
- (i) Identification of existing trees over two-and-one-half-inch caliper proposed to be removed.
- (j) Identification of grass and other ground cover and method of planting.
- (k) Clearly reference on the plan the total number of proposed parking spaces and number of parking lot trees required to be placed within the interior of the parking area.
- (l) Site plan review for preexisting sites shall clearly identify the proposed building and/or parking expansion and label the net percent site increase and calculated landscape requirement. **[Amended 6-25-2015]**
- (m) Any of the informational requirements above may be waived by the Planning Commission or Planning Department by general rule or on an individual basis if they determine that the information is not necessary to verify compliance with this chapter. **[Amended 6-25-2015]**

C. Overlapping Landscaping Requirements. Where multiple landscaping requirements apply to the same site (e.g., parking lot landscaping, and buffer yards), the required trees and shrubs may be used to satisfy more than one requirement, provided all quantitative and design standards are met. Plant materials must be appropriately located to fulfill the functional intent of each applicable landscaping section.

D. Landscaping waivers. All waivers must be submitted along with the required landscaping plan. An applicant may request a landscaping waiver from the Planning Commission of up to 50% from no more than two landscaping requirements. In making such a determination, the Planning Commission shall consider the following points. The Planning Commission may deny a waiver request if one of the following points is not met.

- (1) Site constraints, such as lot configuration, topography, existing site footprint limiting planting area, utility easements, or general impracticality of the required standard.
- (2) The proposed reduction will not negatively impact adjacent properties, the public right-of-way, or the overall character of the site and surrounding area
- (3) The remaining proposed landscaping is designed to meet the intent and purpose of this ordinance.

E. Replacement of removed trees. A tree survey shall be submitted with any site plan for new development, and for additions to or expansion of existing development. The survey shall identify the location, species and size of existing trees on the proposed site. Existing trees that are greater than eight caliper inches that are planned to be removed shall be replaced on the site in accordance with the following standards: **[Amended 6-25-2015]**

- (1) Removed trees must be replaced with a 1 to 1 ratio. When 1 tree is removed, 1 tree must be replanted. The applicant must demonstrate what the existing caliper size of trees to be removed is, before removal. Trees must be replanted at the same or similar caliper size of the removed (once full growth maturity is reached). ~~Removed trees between eight and 18 caliper inches shall be replaced at a rate of 50% of the total diameter breast height (dbh).~~

(2) Trees planted that are replacing removed trees described above must be replanted as the same or similar tree species that was removed.

(+)(3) When prohibited trees as shown in table 7.15.4 are discovered on site and planned for removal, they shall be replaced with recommended plant materials as shown in table 7.15.3.

~~(2) Removed trees greater than 18 caliper inches shall be replaced at a rate of 75% of the total dbh.~~

~~(3) Removed trees greater than 30 caliper inches shall be replaced at a rate of 100% of the total dbh.~~

(4) Trees that are dead, prohibited, or diseased are exempt from replacement requirements. When the quantity of identified dead, prohibited, or diseased trees exceeds 50 trees or over 5% of the total trees, the City Arborist shall verify the status of the trees. **[Amended 12-19-2022]**

(5) A summary table of existing trees shall be provided, indicating those trees that will be removed.

**D.F.** Incentives to preserve existing trees. The standards listed below are intended to encourage the preservation of quality and mature trees within a development area by providing credits toward required landscape components. Prohibited trees cannot be counted towards preservation tree credits. **[Amended 6-25-2015; 12-19-2022]**

(1) Trees intended to be preserved shall be indicated on the site plan.

(2) To obtain credit, the preserved trees shall be arranged to meet the intent of this section, be of high quality, as confirmed by the City, and at least two-and-one-half-inch caliper in size for deciduous trees, six feet in height for evergreen trees.

(3) Each deciduous tree preserved that is between 2.5 inch to 7.9 inch caliper in size and evergreen tree that is between six feet to 19 feet shall be calculated as one required tree, two credits for deciduous trees with a caliper of eight inches or greater and evergreen trees greater than 19 feet.

(4) The landscape plan shall include a matrix that lists required trees and credits for preserved trees.

(5) During construction, tree protection fencing shall be placed 10 feet beyond the dripline of the tree. Unless space does not allow, in which case they shall at a minimum be placed at the dripline. The ground area within the fence line shall be maintained with vegetative landscape material or pervious surface cover. The Planning Commission may allow pedestrian pathways, driveways or parking within the dripline upon determination that the setback from the trunk of the tree is suitable to reasonably ensure protection of the tree and the public. Storage of soils or other materials within the dripline is prohibited.

(6) If trees are lost within three years after completion of the construction, the property owner shall replace with new trees equal to the number of tree credits granted.

(7) Tree credits may account for up to 50% of the required trees and be applied anywhere on the site.

1000 feet away from any existing residential zone or use. Other sports field lighting may be approved by the Planning Commission after a determination that compliance with the standards in this article have been met to the greatest extent possible, and that all efforts possible were made to minimize any negative impacts to surrounding uses.

- (2) Swimming pools.
  - (3) Holiday decorations.
  - (4) Window displays without glare.
  - (5) Shielded pedestrian walkway lighting.
  - (6) Residential lighting with no off-site glare.
  - (7) Streetlights.
- F. Lamp or fixture substitution. Should any light fixture regulated under this section, or the type of light source therein, be changed after the permit has been issued, a change request must be submitted to the Planning Department for approval, together with adequate information to assure compliance with this chapter, which must be received prior to substitution.

#### § 7-15.06. Waste receptacles.

A. Waste receptacles, including dumpsters and compactors, shall be required in all multiple-family and nonresidential developments unless indoor facilities are provided as determined by the Planning Commission. These requirements do not apply to single-family residences

B. When a property has multiple tenants waste receptacles may be shared if a signed agreement is submitted to the Planning Department. The agreement must include the following:

- (1) A statement which confirms trash production will not exceed the capacity of the dumpster on site.
- (2) Signatures and indication of all parties involved. (Dumpster owner, dumpster leasers)

A.—.

B-C. All waste receptacles must be located within an enclosure meeting the following standards:

- (1) Waste receptacles shall have an enclosing lid or cover and be enclosed on three sides with a gate on the fourth side. The enclosure shall be constructed of brick or decorative masonry block material consistent with the principal building with a maximum height of six feet or at least one foot higher than the waste receptacle and spaced at least three feet from the waste receptacle. Suggested timber materials for the gate include Cedar, No. 2 Cedar rough sawn seasoned, Redwood, No. 2 Common Finish (S4S), Douglas Fir-larch or Southern Pine. Chain-link fencing with vinyl or wood strips is not acceptable screening material.
- (2) Waste receptacle enclosures shall be located in the rear yard or non-required side yard, at least 10 feet from any nonresidential property line, combustible walls, or combustible roof eaves and in no case be less than 20 feet from any residential district.



- (3) Waste receptacle enclosures shall be easily accessed by refuse vehicles without potential to damage automobiles parked in designated parking spaces.
- (4) The waste receptacle enclosure base shall be at least nine feet by six feet, constructed of six inches of reinforced concrete pavement. The base shall extend six feet beyond the waste receptacle pad or gate to support the front axle of a refuse vehicle.
- (5) No refuse or trash shall be permitted to be stored higher than the waste receptacle enclosure.

D. Waste Receptacle and Enclosure Maintenance. All waste receptacles, enclosures, and surrounding ground area shall be maintained in a neat and orderly appearance free of all trash. It shall be the responsibility of the owner or lessee of the dumpster, to maintain the waste receptacle, enclosure, and surrounding area so as not to create a blight condition or eyesore to the surrounding properties.

#### **§ 7-15.07. Mechanical equipment.**

- A. Mechanical equipment and utilities, including but not limited to blowers, ventilating fans, heating, ventilation and air-conditioning units (HVAC), water and gas meters, elevator housing, and tanks shall meet the following standards:
  - (1) Such equipment and utilities shall not be located in any front yard and shall be placed not closer than three feet to any lot line in the CBD Central Business District, and not closer than 12 feet to any lot line in all other districts.
  - (2) All such equipment shall be screened by a solid wall, fence, landscaping and/or architectural feature that is compatible in appearance with the principal building.
- B. Roof-mounted equipment shall not exceed a height of 10 feet above the surrounding roof surface, and shall occupy no more than 15% of the total roof area.
  - ~~B-(1)~~ When visible from the right of way or residential use, roof-mounted equipment must be screened from view. A solid wall, or other architectural feature, shall be utilized for screening.
- C. All roof-mounted mechanical units must be screened so they are not visible from ground level; even if not specifically addressed as part of site plan review.

procedures or projects on vehicles in any residential district, when such work is not conducted entirely within the interior of the vehicle, shall be subject to the following limitations:

- (1) All vehicles parked or being worked on outside shall be on an improved driveway surface, licensed, and operable.
- (2) Procedures exceeding 48 hours in duration or which require the vehicle to be inoperable in excess of 48 hours shall be conducted within an enclosed building.
- (3) Inoperable vehicles and vehicle parts shall be stored inside an enclosed building.

N. Parking of commercial vehicles.

- (1) Parking of commercial vehicles over two tons shall be prohibited in all Residential Districts; except this restriction shall not apply to essential public service vehicles.
- (2) It shall be unlawful for the owner, tenant, or lessee of any lot to permit the open storage or outdoor parking of semi-tractor (WB-50 or larger) trucks and/or semitrailers, bulldozers, earth carriers, cranes, or any other similar equipment or machinery, unless the storage or display of such vehicles is an approved use or unless the vehicles are temporarily parked while in use for approved construction on such lot.

O. The requirements of this section shall not apply to property located within the area zoned CBD-1 Central Business District. **[Added 12-19-2022]**

P. For the determination of the number of required parking spaces, outdoor seating area not in an enclosure suitable for year-round use shall not be included as part of the formula for the total number of required parking spaces. **[Added 12-19-2022]**

Q. Two options to decrease the number of required parking spaces for any new development are Parking Requirement Waivers and Parking Deferments. A potential applicant will work with the Planning Department to determine which option is most appropriate for their given situation.

(1) Parking Requirement Waivers. An applicant may request a waiver from the Planning Commission of up to 50% of the minimum required off-street parking spaces upon demonstrating compliance with the following points:

(a) Site constraints limit the amount of parking that could be installed on site.

(b) A parking demand analysis or similar evidence shows that the proposed use(s) will not require the full number of parking spaces required.

(2) Parking deferment. A smaller amount of parking may be approved by a finding by the Planning Commission that the required amount of parking is excessive, provided that the area to meet the full parking requirement is retained as open space. The site plan shall note the area where parking is being deferred with a dotted parking lot layout. If within a two-year period following issuance of a certificate of occupancy the Planning Commission determines based on observed use that the deferred parking is needed, then the parking shall be constructed by the applicant within six months of being informed in writing by the City Planner. The Planning Commission may require posting of a performance bond to cover the estimated construction cost of the deferred

parking with a refund in two years if the additional parking is not found to be necessary.

~~P.~~

**§ 7-16.02. Number of spaces required. [Amended 5-17-2012; 2-19-2018; 11-19-2018; 10-5-2020; 1-4-2021; 7-6-2021; 12-19-2022]**

The minimum number of off-street parking spaces by type of use shall be determined in accordance with the following schedule.

| <b>Table 7.16.1: Parking Space Numerical Requirements</b> |                                                                                                                             |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <b>GFA = Gross Floor Area<br/>UFA = Usable Floor Area</b> |                                                                                                                             |
| <b>Residential</b>                                        |                                                                                                                             |
| One-family dwellings                                      | 2 spaces per dwelling unit                                                                                                  |
| Multiple-family dwellings                                 | 2 spaces for each dwelling unit having 2 or less bedrooms and 2 1/2 spaces for each dwelling unit having 3 or more bedrooms |
| Manufactured homes in a manufactured housing park         | 3 spaces for each mobile home site and 1 space for each employee of the mobile home park                                    |

Lapeer Construction Specifications or engineer's specifications and shall include: **[Amended 8-3-2020]**

- (1) Existing and proposed grades;
  - (2) Indication that stormwater runoff shall be accommodated on-site through approved drainage facilities, including catch basins, runoff calculations, pipe sizes and connections to existing drainage structures; and
  - (3) Indication of surface and base materials to be used during construction.
- B. Required parking lots shall be installed and completed within six months of receipt of a building permit and before issuance of an occupancy permit. The Planning Department may grant a single extension for an additional six months in the event of adverse weather conditions or unusual delays beyond the control of the property owner.
- C. All parking areas shall be maintained free of dust, trash, and debris. Surfacing, curbing, lighting fixtures, signs, and related appurtenances shall be maintained in good condition. The visibility of pavement markings delineating parking spaces and directional control shall be maintained.
- D. All off-street parking and loading facilities required by this article shall be maintained free of accumulated snow or standing water which prevents full use and occupancy of such facilities, except for temporary periods of no more than five days in the event of heavy rainfall or snowfall.

~~E.A. Parking deferment. A smaller amount of parking may be approved by a finding by the Planning Commission that the required amount of parking is excessive, provided that the area to meet the full parking requirement is retained as open space. The site plan shall note the area where parking is being deferred with a dotted parking lot layout. If within a two-year period following issuance of a certificate of occupancy the Planning Commission determines based on observed use that the deferred parking is needed, then the parking shall be constructed by the applicant within six months of being informed in writing by the City Planner. The Planning Commission may require posting of a performance bond to cover the estimated construction cost of the deferred parking with a refund in two years if the additional parking is not found to be necessary. (Relocated this standard)~~

E. Limits on excessive parking. In order to minimize excessive areas of pavement which reduces aesthetic standards and contribute to high rates of stormwater runoff, exceeding the minimum parking space requirements by more than 20% shall only be allowed with approval by the Planning Commission. In granting such additional space, the Planning Commission shall determine that such parking will be required, based on documented evidence, to accommodate the use on a typical day.

F. Full compliance with current City Standards at time of re-surfacing. Any time a parking lot is re-stripped it must come into full compliance with all standards within this ordinance.

#### **§ 7-16.06. Off-street loading and unloading requirements.**

- A. Compliance with the loading space regulations set forth herein shall be required in order to avoid interference with the public use of streets, alleys, parking areas, driveways, sidewalks, and other public areas.

- A. Device signs. Permanent signs on vending machines, ATMs, gas station pumps, or other containers indicating only the contents or purpose of such devices, provided that the sign area of each device shall not exceed three square feet and there are no more than one sign per device.
- B. Directional signs. The sign shall bear no advertising other than logos.
- C. Flags. Flags, provided there shall be no more than three flags per lot, the maximum size of each flag shall be 50 square feet, and the flag poles comply with relative height limitations.
- D. Employment signs. "Help wanted" signs soliciting employees for the place of business where posted, provided that the maximum area for all such signs shall not exceed six square feet.
- E. Enclosed signs. Any sign that is located completely within a building and is not visible from the outside.
- F. Historical signs. Plaques or signs designating a building or premises as a historic structure or premises not to exceed six square feet.
- G. Identification signs. Signs for the sole purpose of designating an assigned house number, owner name, occupant, or building name. Identification signs shall not be counted in the total sign area allowed on the premises; however, such signs in excess of one square foot in surface display area may be allowed as part of the total sign area otherwise allowed by this chapter.
- H. Incidental signs. Small signs, emblems, or decals informing the public of goods, facilities, or services available on the premises. The total of all such incidental signs shall not exceed two square feet.
- I. Nonconforming signs. Legal nonconforming signs existing on the effective date of the adoption of the chapter. Removal of the sign shall constitute an elimination of the nonconforming status.
- J. Noncommercial message sign. Consistent with the other requirements of this chapter, any permitted sign may contain a lawful noncommercial message. This does not apply to traffic signs, railroad crossing signs, danger or other emergency signs, and directional signs. **[Amended 12-7-2015; 12-19-2022]**
- K. Public signs. Public signs, authorized signs by a government body or public utility, including traffic signs, legal notices, railroad crossing signs, warnings of a hazard, and similar signs.

### **§ 7-17.03. Temporary signs.**

The following regulations shall be applicable to all temporary signs placed or situated at any place other than inside a "building" as defined in this chapter. All temporary signs shall be in accordance with Table 7.17.1.

- A. Projection into right-of-way. No temporary sign shall be strung across any public right-of-way nor shall any temporary sign project beyond the property line except as authorized by the City Commission.

- B. Removal. Temporary signs shall be removed promptly at the end of the permitted period in Table 17.17.1. **[Amended 12-19-2022]**
- C. Damaged signs. Any temporary sign found by the Building Official to be in a torn, damaged ~~or in~~ unsafe condition, or not properly maintained, shall be removed by the owner within three days after receipt of notice to do so from an Authorized City Official. ~~the Building Official~~. **[Amended 12-19-2022]**

| Table 7.17.1: Temporary Sign Regulations                                                                        |                                                                    |                                                      |                                                   |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------------------|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Type of Sign                                                                                                    | Maximum Size                                                       | Maximum Height                                       | Maximum Number                                    | Permitted Duration and Other Requirements                                                                                                                                                                                            |                                                                                                                                                                                                                      |
| Temporary Signs Not Requiring a Permit                                                                          |                                                                    |                                                      |                                                   |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                      |
| Garage sale signs in residential districts                                                                      | 5 square feet                                                      | 4 feet                                               | 1 per lot, 2 on corner lot (1 facing each street) | Shall be erected no more than 10 business days before and removed within 1 business day after the sale                                                                                                                               |                                                                                                                                                                                                                      |
| Small temporary signs in the R-1, R-2, R-3, RM-1, or RM-2 districts                                             | 5 square feet                                                      | 4 feet                                               | 1 per lot, 2 on corner lot (1 facing each street) | Signs advertising a residential property for sale or lease may remain until the property is sold or leased. The sign must be removed within 14 days of all units or lots being sold or leased.                                       |                                                                                                                                                                                                                      |
| Temporary Signs Requiring a Permit                                                                              |                                                                    |                                                      |                                                   |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                      |
| Banners and pennants                                                                                            | Discretion of the Building Official and considering the following: |                                                      |                                                   | May be erected 2 times per calendar year, for a maximum of 30 days each time                                                                                                                                                         |                                                                                                                                                                                                                      |
|                                                                                                                 | •                                                                  | Must be securely attached to a building or structure |                                                   |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                      |
| Signs on an active construction site                                                                            | 64 square feet                                                     | 15 feet                                              | 1 per lot, 2 on corner lot (1 facing each street) | 1.                                                                                                                                                                                                                                   | Shall be removed from premises within 30 days after issuance of the occupancy permit or temporary occupancy permit.                                                                                                  |
|                                                                                                                 |                                                                    |                                                      |                                                   | 2.                                                                                                                                                                                                                                   | In the case of renovations (e.g. addition to a building) or maintenance or repair (e.g. roofing or siding), rather than the construction of a new building, the sign may have a maximum sign area of 16 square feet. |
| Temporary wall signs in the OS-1, B-1, B-2, B-3, CBD-1, I-1, or I-2 zoning districts                            | 16 square feet                                                     | Wall sign not higher than building                   | 1 per lot, 2 on corner lot (1 facing each street) | May be erected for a maximum of 30 consecutive days every 6 months                                                                                                                                                                   |                                                                                                                                                                                                                      |
| Large free-standing temporary signs in the RM-1, RM-2, OS-1, B-1, B-2, B-3, CBD-1, I-1, or I-2 zoning districts | 64 square feet                                                     | 10 feet                                              | 1 per lot, 2 on corner lot (1 facing each street) | May be erected for 6 months in any one year period. Signs advertising a property for sale or lease may remain until the property is sold or leased. The sign must be removed within 7 days of all units or lots being sold or leased |                                                                                                                                                                                                                      |

### § 7-17.04. Prohibited signs.

| Table 7.17.2: Prohibited Signs                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Any sign not expressly permitted.                                                                                                                                                                                                                     |
| <b>String lights.</b> Spinners, strings of light bulbs, pennants, or streamers, hung overhead to draw attention to a business or its merchandise on display. In no case does this restrict the use of string lights for holidays or religious events. |

**Table 7.17.3: Schedule of Sign Regulations**

| <b>Type of Sign</b>        | <b>Maximum Area</b>                                                                                                                                                                                                                                                                                           | <b>Height</b>                                                                                                                                                                             | <b>Illumination</b>                                                                                                                                                       | <b>Number Permitted/<br/>Other Provisions</b>                                                                                                                      |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Wall sign (see § 7-17.06A) | Total surface area of all wall signs placed on the front, side or rear of a building shall not exceed the <del>greater</del> <del>lesser</del> of 10% of the area of the front face of the building or tenant space, or <del>1.53</del> square feet for each lineal feet of building frontage or tenant space | Must not exceed maximum building height in district.<br>Must not be higher than wall upon which it is attached.<br>Bottom of sign must be at least 8 feet above ground level or sidewalk. | Permitted                                                                                                                                                                 | Must not extend beyond the ends of the wall on which it is attached.<br>Sign may not be more than 12 inches thick, measured from the wall on which it is attached. |
| Awnings and canopies       | Lettering shall not project above, below or beyond the physical dimensions of the awning or canopy.                                                                                                                                                                                                           | Bottom of awning or canopy must be at least 7 feet above ground level or sidewalk.                                                                                                        | Not permitted under awning or canopy, except for gas station canopy.<br>Building-mounted lighting may indirectly illuminate the area above or below the awning or canopy. | Individual letters shall not be larger than <del>24</del> 15 inches from top to bottom.                                                                            |
| Directional signs          | 4 square feet per sign                                                                                                                                                                                                                                                                                        | 4 feet maximum                                                                                                                                                                            | Permitted                                                                                                                                                                 | Determined by City Building Official                                                                                                                               |

**Table 7.17.3: Schedule of Sign Regulations**

| Type of Sign                                                                                                                             | Maximum Area                                                                                                                                                                           | Height                                                                                                                                                               | Illumination                             | Number Permitted/<br>Other Provisions                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Monument signs<br>(see § 7-17.06B)                                                                                                       | Areas zoned<br>CBD-1: 20<br>square feet per<br>side; 40 square<br>feet total.<br>Other areas:<br><del>56</del> 80 square<br>feet per side;<br><del>112</del> 160 square<br>feet total. | <del>8</del> 10 feet<br>maximum <u>and</u><br><u>shall include the</u><br><u>“base” of the sign</u><br><u>for total sign</u><br><u>height.</u>                       | Permitted                                | 1 per each side of<br>parcel facing a<br>street                                                                                                      |
| Poster panel signs<br>(sandwich signs,<br>A-frames) (see<br>§ 7-17.06C)                                                                  | 7 square feet per<br>side;<br>14 square feet<br>total                                                                                                                                  | 3.5 feet<br>maximum                                                                                                                                                  | Not permitted                            | —                                                                                                                                                    |
| Business center<br>sign, including<br>multiple tenant<br>commercial or<br>shopping centers<br>and multiple<br>tenant office<br>buildings | 64 square feet<br>per sign face;<br>128 total square<br>feet for both<br>sides                                                                                                         | Areas zoned<br>CBD-1: 10 feet<br>maximum.<br>Other areas: 16<br>feet maximum.                                                                                        | Permitted                                | 1 per business<br>center.<br>Individual<br>businesses are not<br>allowed to have<br>individual<br>monument signs.<br>Must meet sign<br>requirements. |
| Window signs                                                                                                                             | <del>N/A Not more<br/>than 25% of<br/>surface of<br/>window</del>                                                                                                                      | N/A                                                                                                                                                                  | Not permitted,<br>except for LED<br>sign | <u>All entry doors</u><br><u>shall remain clear</u><br><u>of all signs for</u><br><u>public safety.</u> <del>N/A</del>                               |
| Projecting signs<br>(see § 7-17.06D)                                                                                                     | <del>8</del> 20 square feet<br>per side;<br><del>16</del> 40 square<br>feet, total                                                                                                     | Must not be<br>higher than wall<br>upon which it is<br>attached.<br>Bottom of sign<br>must be at least<br><del>10</del> 8 feet above<br>ground level or<br>sidewalk. | Permitted                                | Only permitted in<br>the CBD-1 zoning<br>districts.<br>1 per business,<br>provided not<br>within 20 feet of<br>another projecting<br>sign.           |



**Table 7.17.3: Schedule of Sign Regulations**

| <b>Type of Sign</b>            | <b>Maximum Area</b>                                                                            | <b>Height</b>                                                                                                                                               | <b>Illumination</b> | <b>Number Permitted/<br/>Other Provisions</b>                                                                       |
|--------------------------------|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------|
| Rear entry signs               | Wall sign: 6 square feet;<br>Projecting sign: 6 square feet per side;<br>12 square feet total. | Bottom of sign must be a minimum of 8 feet above the ground or sidewalk                                                                                     | Permitted           | 1 per business                                                                                                      |
| Marquee signs (see § 7-17.06E) | 10% of the wall, up to maximum of 100 square feet                                              | Must not exceed building height in district.<br>Must not be higher than building.<br>Bottom of sign must be at least 8 feet above ground level or sidewalk. | Permitted           | 1 per parcel                                                                                                        |
| Billboards (see § 7-17.06F)    | 175 square feet per side;<br>350 square feet total                                             | See § 7-17.06F(2).                                                                                                                                          | Permitted           | Only allowed in the I-2 Zoning District.<br>Must be on property fronting an expressway or state trunk line highway. |

**Table 7.17.3: Schedule of Sign Regulations**

| <b>Type of Sign</b>                                            | <b>Maximum Area</b>                                                                                                                                                                                                                                    | <b>Height</b>                                             | <b>Illumination</b>                                                     | <b>Number Permitted/<br/>Other Provisions</b>                                                                                                                     |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interstate corridor signs (see § 7-17.06G)                     | 200 square feet per side (total signage = 400 square feet) with a maximum of 2 sides permitted. 250 square feet for two businesses and an additional 50 square feet for each business (tenant) thereafter and not to exceed 400 square feet each side. | 20 feet for single tenant.<br>30 feet for multiple tenant | Permitted - internal and concealed only. Spotlighting is not permitted. | 1 per every 1,000 linear feet, up to 2 sign structures per lot/parcel within 200 feet of I-69.<br>Must be on property which is adjacent to the I-69 right-of-way. |
| Electronic or manual changeable message signs (see § 7-17.06H) | 24 square feet                                                                                                                                                                                                                                         | Per type of sign as listed above                          | Permitted                                                               | 1 per parcel                                                                                                                                                      |

**§ 7-17.06. Additional provisions for Schedule of Sign Regulations in Table 7.17.3.****A. Wall signs.**

- (1) Materials required. All wall signs of a greater area than 50 square feet shall have a surface or facing of noncombustible material.
- (2) Limitation on placement. No wall sign shall cover wholly or partially any wall opening.
- (3) Supports and attachments. All wall signs shall be safely and securely attached to structural members of the building by means of metal anchors, bolts or expansion screws. In no case shall any wall sign be secured with wire, strips of wood or nails.
- (4) Wall sign area allowed. No single business shall be allowed more than 125sq ft of wall signage. When one of the following conditions are met, an applicant may apply for an additional 50sq ft of wall signage.
  - (a) Primary structure is setback more than 175' from the front lot line.
  - (3)(b) Primary structure front face is greater than 1,300sq ft

**B. Monument signs. [Amended 5-17-2012]**

- (8) Quality. Hand-lettered or stenciled sign faces are prohibited, with the exception of restaurant daily specials. All sign faces shall be professionally created in conformance with the specifications for sidewalk signs adopted by the City of Lapeer Downtown Development Authority.

D. Projecting signs.

- (1) Construction. Every part of a projecting sign, with a total surface area greater than 10 square feet, shall be constructed of noncombustible material.
- (2) Movable parts to be secured. Any movable part of a projecting sign, such as the cover of a service opening, shall be securely fastened by chains or hinges.
- (3) Thickness limitation. The distance measured between the principal faces of any projecting sign shall not exceed 18 inches.
- (4) Projection over public property. No projecting sign may project beyond the property line unless approved by the City.
- (5) Bracing, anchorage and supports. Projecting signs of a greater total surface area than 10 square feet or 50 pounds in weight shall not be attached to nor supported by frame buildings nor the wooden framework of a building. All projecting signs shall be thoroughly secured to the building by iron or other metal anchors, bolts, supports, rods or braces.

~~(5)(6)~~ Projecting signs must be constructed out of durable, weather resistant materials such as aluminum, steel, or high-grade plastics. Acceptable high-grade plastics include acrylic, polycarbonate, high density polyethylene, PVC, PETG, or equivalent materials with comparable strength and durability.

E. Marquee signs.

- (1) Material required. Every marquee sign, including the upright supports and braces thereof, shall be constructed entirely of noncombustible materials.
- (2) Bracing, anchorage and supports. Every marquee sign shall be thoroughly secured to the building by iron or metal anchors, bolts, supports, rods or braces.

F. Billboards.

- (1) Minimum lot size. Such signs shall be allowed on premises with a minimum total area of one acre and a minimum dimension of 200 feet on any one side (based on the deed or recorded legal description).
- (2) Height. Such signs shall comply with the height limitations and with the front, rear, and side setback provisions of the I-2 zoning district.

G. Interstate corridor signs (ICS). [Added 4-17-2017]

- (1) Placement. All Interstate Corridor Signage (ICS) must be located along Interstate-69 (I-69) and shall be no closer than a distance that is equal to or greater than the height of the sign (20 feet to 30 feet) and set back from the interstate right-of-way (ROW). An ICS 20 feet tall or less must maintain a minimum distance of 20 feet from the I-69 ROW. The interstate ROW includes all entrance and exit ramps on to I-69. Setbacks

**§ 7-18.03. Site plan and administrative site plan review procedures.**

Site plans and administrative site plans must be submitted in accordance with the following procedures and requirements:

- A. Submittal. The application shall be submitted by the owner of an interest in the land for which site plan approval is sought, or the designated agent of the owner, or with a statement signed by the owner granting permission from the property owner for the application. The application shall include the following:
  - (1) A complete application form, with original signatures.
  - (2) Proof of ownership.
  - (3) A written use statement.
  - (4) The required fee, as established by the City Commission.
  - (5) A complete site plan that includes the information as detailed in the site plan application. Information requirements may be waived by the Planning Commission if they determine they are not necessary to verify compliance with this chapter's requirements.
- B. Administrative review. The process for administrative review of a site plan shall involve submittal of the site plan and required application form and fee to the Planning Department. The Planning Department shall review the site plan in accordance with the same standards used by the Planning Commission for a full site plan. Information requirements may be waived by the Planning Department if the Department determines they are not necessary to verify compliance with this chapter's requirements. The Planning Department shall make a report of administrative reviews to the Planning Commission.
- C. Planning Commission review.
  - (1) Application and review. Following Planning Department review, site plans requiring Planning Commission approval shall be placed on the agenda of the Planning Commission. The Planning Commission shall review the application, together with the reports and recommendations from the Planning Department and other reviewing departments and agencies, as appropriate.
  - (2) Planning Commission action. The Planning Commission shall make a determination based on the requirements and standards of this chapter and Planning Department review letter to approve, approve with conditions, postpone a decision, or deny approval of the plan. If approved, any conditions shall be made part of the motion to approve and documented in the Planning Commission's minutes, a copy of which shall be provided to the applicant.
- D. Recording of site plan review action. The site plan shall be revised to reflect any conditions of approval and submitted to the Planning Department. Copies of the approved site plan will be filed with the Planning Department, including digital files of the approved plan.
- E. Electronic drawings. Digital files of the approved plans shall be submitted to the Building Department. The files shall be compatible with the City's geographic information system

of the sign elements within a parallelogram or rectangle.

- (3) The area of a double-faced monument sign shall be computed using only one face of the sign, provided that: the outline and dimensions of both faces are identical; and the faces are back to back so that only one face is visible at any given time.
- (4) Window sign regulation shall not include season drawings or other graphics not related to signage. **[Amended 12-19-2022]**

I. City official may periodically inspect signs for compliance. **[Added 12-19-2022]**

I.J. Removal of Sign Copy Following Business Closure. Within one year of business closure, sign contents must be removed from all sign cabinets or sign structures and replaced with either a blank panel or advertising content, as determined by an Authorized City Official. The sign structures may remain.

#### **§ 7-17.10. Legal nonconforming signs.**

- A. Any sign legally existing at the time of adoption of these regulations which does not comply with all provisions shall be considered a legal nonconforming sign and may be permitted to continue if the sign is properly maintained and not detrimental to the health, safety and welfare of the community. **[Amended 5-17-2012]**
- B. Subject to exceptions below, any legal nonconforming signs may be continued in operation and maintained after the effective date of these regulations, provided that the signs shall not be: **[Amended 5-17-2012]**
  - (1) Structurally altered so as to extend their useful life;
  - (2) Expanded;
  - (3) Moved to another location on the original site or on a different site;
  - (4) Reestablished after damage of more than 50% of the value at the time of such damage or destruction;
  - (5) Modified in any way that would increase the degree of nonconformity of such sign.
- C. When a sign or sign structure is removed or destroyed, replacement signs and sign structures must comply with the current standards, except for the purpose of sign maintenance or repair: **[Added 5-17-2012]**
  - (1) A nonconforming sign or sign structure may be removed temporarily to perform sign maintenance or sign repair, not to exceed 50% of the current market value of the existing sign structure.
  - (2) In order to preserve the nonconforming sign status, the person removing the sign must inform the Building Official in writing before the sign is removed. If the responsible party fails to provide written notification, any re-erected sign will be considered a new sign.
- D. Abandonment or obsolescence of a nonconforming sign shall terminate immediately the right to maintain such a sign.

- (g) Smoking policy to include identification of areas where smoking is to be permitted on the site.
  - (h) A written fire safety and emergency escape plan.
- (13) Operators shall keep a list to account for all persons staying at the facility, and the register shall be available for inspection by City Public Safety, Housing, Building or Health Officials at any time.
- E. Apartments above business establishments. The minimum floor area for apartment units shall be the same as shown in Table 7.04.3. **[Added 12-19-2022]**
- F. Apartments on the first floor: **[Added 12-19-2022]**
  - (1) The minimum floor area for apartment units shall be the same as shown in Table 7.04.3.
  - (2) The apartments shall not exceed 50% of the total gross floor area on the first floor.
  - (3) The apartment shall be located in the rear part of the building where apartment's entrance or unit windows shall not be visible from the front lot line.

#### **§ 7-13.02. Animal and agriculture uses.**

- A. Commercial kennels:
  - (1) Shall not abut any area zoned for residential purposes.
  - (2) Are subject further to all health standards of the City.
- B. Farms. Farms on those parcels of land separately owned outside the boundaries of either a proprietary or assessor's plat are subject to the health and sanitation provisions of the City of Lapeer, and shall be further subject to the following:
  - (1) Property shall be used for agriculture or horticulture for commercial, hobby or personal purposes, including but not limited to: greenhouses, nurseries, orchards, chicken hatcheries, poultry farms and apiaries.
  - (2) Buildings, structures, or yard areas used for the keeping of animals shall be located not less than 100 feet from a property line.
  - (3) No farms shall be operated as garbage-fed piggeries, or for the disposal of garbage, sewage, rubbish, offal or rendering plants, or for the slaughtering of animals, except such animals as have been raised on the premises or have been maintained on the premises for at least a period of one year immediately prior thereto and for the use and consumption by persons residing on the premises.
  - (4) Establishments keeping or operating fur-bearing animals, public riding, or boarding stables or commercial dog kennels, shall not be considered a farm under this chapter unless combined with bona fide farm operations on the same continuous tract of land.
  - (5) None of the provisions of this chapter is intended to conflict with those rights protected under the Michigan Right to Farm Act, MCLA § 286.471 et seq.

ARTICLE XV  
**General Site Development Requirements**

**§ 7-15.01. Building appearance.**

- A. Intent. The purpose of this section is to provide a set of exterior building wall material standards, the intent of which is to enhance the visual environment of the City. Furthermore, the review of exterior building wall design and the consistent administration of standards can help to maintain the City's sense of place by encouraging consistent quality and character when structures are built or redeveloped. All development shall utilize quality architecture to ensure that a building protects the investment of adjacent landowners, blends harmoniously into the streetscape, and maintains a positive image for the City's various multifamily developments, business areas and commercial shopping districts.
- B. Applicability.
- (1) This section shall apply to the exterior building walls of all construction, except one-family detached and two-family residential structures and their associated accessory buildings.
  - (2) Architecture shall be reviewed by the Planning Commission as a part of site plan review under the requirements of this section.
  - (3) Where additions or remodeling of existing buildings is proposed, the following standards shall apply:
    - (a) Where a new wall material is proposed for an existing building wall, only that portion of the building being altered shall be subject to the standards of this section. However, in considering the proposed alteration, the Planning Commission may modify the material requirements of the section so it will be consistent with the architecture of the entire building.
    - (b) Where an addition is proposed to an existing building, the Planning Commission may allow the use of existing wall materials for the addition provided that the design of the alteration is compatible with the existing building wall design during a full site plan review. The Planning Department in the case of an administrative review may modify the material requirements of the section so it will be consistent with the architecture of the entire building and may allow the use of existing wall materials for the addition, provided that the design of the alteration is compatible with the existing building wall design. **[Amended 12-19-2022]**
- C. Exterior building design.
- (1) Buildings shall possess architectural variety, but enhance the overall cohesive community character.
  - (2) Building walls and roofs over 50 feet in length shall be broken up with varying building

lines, windows, gables, and/or architectural accents such as pilasters, columns, dormers, and awnings.

- (3) Window area shall make up at least 20% of the exterior wall area facing the principal street(s) from which access is gained. Bars shall not be put over windows and doors that are visible from the street.
- (4) Overhead doors shall not face a residential district. The Planning Commission or Building Official can modify this requirement upon a determination that there is no reasonable alternative and the visual impact will be moderated through use of building materials, architectural features and landscaping beyond that required in § 7-15.02. **[Amended 6-25-2015]**
- (5) Additions to existing buildings must complement the current building design with regard to height, proportions, scale, materials, and rhythm of openings. **[Amended 6-25-2015]**

#### D. Building Architectural Features Standards

##### (1) General Architectural Standards

- (a) Window. Window glazing surfaces cannot be flush with the façade plane. Windows shall be recessed a minimum of 3-inches or defined by a projecting, defined sill, lintel, and trim.
  - (b) Utilities. HVAC, dryer ventilation areas, and utility boxes located on the building must be screened and the same color as the façade material. This includes any rooftop mechanical equipment visible from the right of-way or a residential use/district.
  - (c) Balconies. The balcony support structure shall be integrated with the building façade; separate columns or posts supporting any balcony from the ground are prohibited.
- (2) Table 7-15.01. The following standards shall apply to all buildings in the City of Lapeer (Excluding single- and two-family dwellings)

| <b>Table 7-15.01</b>                           | <b>Zoning District</b> |                                                              |              |                 |
|------------------------------------------------|------------------------|--------------------------------------------------------------|--------------|-----------------|
| <b>“P” = Permitted<br/>“R” = Required</b>      | <b>RM-1, RM-2</b>      | <b>OS-1, B-1, B-2,<br/>B-3<br/>MU, Mixed-Use<br/>Overlay</b> | <b>CBD-1</b> | <b>I-1, I-2</b> |
| Arcades                                        | P                      | P                                                            | P            | -               |
| Archways                                       | R                      | R                                                            | R            | R               |
| Awning (gabled<br>awning or straight-<br>shed) | P                      | P                                                            | P            | P               |



| <b>Table 7-15.01</b>                                                                                                                                                                                                                                                                                                                                                                  | <b>Zoning District</b> |                                                              |              |                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|--------------------------------------------------------------|--------------|-----------------|
| <b>“P” = Permitted<br/>“R” = Required</b>                                                                                                                                                                                                                                                                                                                                             | <b>RM-1, RM-2</b>      | <b>OS-1, B-1, B-2,<br/>B-3<br/>MU, Mixed-Use<br/>Overlay</b> | <b>CBD-1</b> | <b>I-1, I-2</b> |
| Columns<br>(colonnades),                                                                                                                                                                                                                                                                                                                                                              | P                      | P                                                            | P            | P               |
| Community<br>amenities.<br>Community<br>amenities such as<br>patio/seating areas,<br>water features,<br>artwork or sculpture,<br>clock towers,<br>pedestrian plazas<br>with park benches,<br>or other features<br>located adjacent to<br>the primary entrance<br>to the building(s) are<br>highly encouraged<br>and may be<br>calculated as part of<br>the landscaping<br>requirement | P                      | P                                                            | P            | P               |
| Decorative Cornices                                                                                                                                                                                                                                                                                                                                                                   | P                      | P                                                            | R            | P               |
| Projections                                                                                                                                                                                                                                                                                                                                                                           | P                      | P                                                            | P            | P               |
| Recesses                                                                                                                                                                                                                                                                                                                                                                              | P                      | P                                                            | P            | P               |
| Roof Line variations<br>in architectural style<br>are highly<br>encouraged. Visible<br>roof lines and roofs<br>that project over the<br>exterior wall of a<br>building enough to<br>cast a shadow on<br>the ground are highly<br>encouraged, with a<br>minimum overhang<br>of 12 inches.                                                                                              | R                      | R                                                            | R            | R               |
| Towers                                                                                                                                                                                                                                                                                                                                                                                | P                      | P                                                            | P            | P               |

| <b>Table 7-15.01</b>                      | <b>Zoning District</b> |                                                              |              |                 |
|-------------------------------------------|------------------------|--------------------------------------------------------------|--------------|-----------------|
| <b>“P” = Permitted<br/>“R” = Required</b> | <b>RM-1, RM-2</b>      | <b>OS-1, B-1, B-2,<br/>B-3<br/>MU, Mixed-Use<br/>Overlay</b> | <b>CBD-1</b> | <b>I-1, I-2</b> |
| Wall insets                               | P                      | P                                                            | P            | P               |
| Window Display<br>Areas                   |                        | P                                                            | P            |                 |

E. Building materials.

- (1) All building materials shall be durable and weather-resistant, provide an attractive, quality appearance, and must be properly maintained by the property owner or tenant at all times.
- (2) Metal roofs may be allowed if deemed by the Planning Department to be compatible with the overall architectural design of the building. **[Amended 12-19-2022]**

### G. General Building Material Standards

- (1) Primary Materials shall comprise a minimum of 75% of the first-floor façade and 50% of the façade for upper floors. See table 7-15.02.
- (2) Secondary materials comprise a maximum of 25% of the first-floor façade and 50% of the façade for upper floors. See table 7-15.02.
- (3) In addition to permitted primary and secondary materials, the planning commission may accept other materials for architectural details, accent, or trim to not exceed 10% of the façade. Example materials: glass reinforced fiber cement; molded polyurethane; glass block.
- (4) The following exterior finish materials are prohibited for all buildings, due to their environmental impact or lack of durability: plywood siding materials, sheet / corrugated metal.
- (5) Table 7-15.02, Building Material Standards. The following shall apply to all buildings (except for single-family R-1, R-2, and R-3 dwellings and duplex homes):

| Table 7-15.02                |                                  | Zoning Districts |           |                                             |           |         |           |          |           |
|------------------------------|----------------------------------|------------------|-----------|---------------------------------------------|-----------|---------|-----------|----------|-----------|
| "P" = Permitted              |                                  | RM-1, RM-2       |           | OS-1, B-1, B-2, B-3, MU – Mixed Use Overlay |           | CBD-1   |           | I-1, I-2 |           |
|                              |                                  | Primary          | Secondary | Primary                                     | Secondary | Primary | Secondary | Primary  | Secondary |
| Masonry                      | Brick (natural, glazed, painted) | P                | P         | P                                           | P         | P       | P         | P        | P         |
|                              | Stone (natural, synthetic)       | P                | P         | P                                           | P         | P       | P         | P        | P         |
|                              | Terra Cotta                      | P                | P         | P                                           | P         | P       | P         | P        | P         |
| Concrete                     | Cast in Place                    | -                | -         | P                                           | P         | -       | -         | P        | P         |
|                              | Precast                          | -                | -         | P                                           | P         | -       | -         | P        | P         |
| Concrete Masonry Units (CMU) | Burnished and Split Face         | P                | P         | P                                           | P         | P       | P         | P        | P         |
|                              | Tinted (dyed block) Prohibited.  | -                | -         | -                                           | -         | -       | -         | -        | P         |
|                              |                                  |                  |           |                                             |           |         |           |          |           |

| <b>Table 7-15.02</b>      |                                       | <b>Zoning Districts</b> |                  |                                             |                  |                |                  |                |                  |
|---------------------------|---------------------------------------|-------------------------|------------------|---------------------------------------------|------------------|----------------|------------------|----------------|------------------|
| <b>“P” = Permitted</b>    |                                       | RM-1, RM-2              |                  | OS-1, B-1, B-2, B-3, MU – Mixed Use Overlay |                  | CBD-1          |                  | I-1, I-2       |                  |
|                           |                                       | <b>Primary</b>          | <b>Secondary</b> | <b>Primary</b>                              | <b>Secondary</b> | <b>Primary</b> | <b>Secondary</b> | <b>Primary</b> | <b>Secondary</b> |
| Siding                    | Wood (natural, composite)             | P                       | P                | P                                           | P                | P              | P                | P              | P                |
|                           | Fiber Cement Board (e.g. Hardi Panel) | P                       | P                | P                                           | P                | -              | -                | P              | P                |
|                           |                                       |                         |                  |                                             |                  |                |                  |                |                  |
| Stucco                    | Traditional Stucco (cementitious)     | P                       | P                | P                                           | P                | -              | P                | P              | P                |
|                           | Synthetic EIFS                        | P                       | P                | P                                           | P                | -              | -                | P              | P                |
| Architectural Metal Panel | Insulated                             | P                       | P                | P                                           | P                | P              | P                | P              | P                |
|                           | Composite                             | P                       | P                | P                                           | P                | P              | P                | P              | P                |
|                           |                                       |                         |                  |                                             |                  |                |                  |                |                  |
| Glass Panel               | Panel Windows                         | P                       | P                | P                                           | P                | P              | P                | P              | P                |

#### H. Building colors.

- (1) The use of trademark colors not meeting this requirement shall require approval by the

## Planning Commission.

- (2) Mechanical and service features such as gutters, ductwork, service doors, etc. that cannot be screened must be of a color that blends in with the color of the building.
- (3) Building Color Guide, Table 7-15.03. The following standards shall apply to all buildings (except for single-family and duplex homes in R-1, R-2, or R-3)

| Table 7-15.03                                                         |                   | Zoning Districts |           |                                   |           |         |           |          |           |
|-----------------------------------------------------------------------|-------------------|------------------|-----------|-----------------------------------|-----------|---------|-----------|----------|-----------|
| <b>“P” = Permitted</b><br><b>“R” = Restricted, only 10% of façade</b> |                   | RM-1, RM – 2     |           | OS-1, B-1, B-2, B-3, MU-Mixed Use |           | CBD-1   |           | I-1, I-2 |           |
|                                                                       |                   | Primary          | Secondary | Primary                           | Secondary | Primary | Secondary | Primary  | Secondary |
| High Intensity                                                        | Fluorescent       | -                | -         | R                                 | R         | -       | -         | -        | -         |
|                                                                       | Metallic          | -                | -         | R                                 | R         | -       | -         | -        | -         |
|                                                                       | Neon              | -                | -         | R                                 | R         | -       | -         | -        | -         |
|                                                                       | Reflective        | -                | -         | -                                 | -         | -       | -         | -        | -         |
|                                                                       |                   |                  |           |                                   |           |         |           |          |           |
| Earth Tone                                                            | Brown             | P                | P         | P                                 | P         | P       | P         | P        | P         |
|                                                                       | Green             | P                | P         | P                                 | P         | P       | P         | P        | P         |
|                                                                       | Grey              | P                | P         | P                                 | P         | P       | P         | P        | P         |
|                                                                       | Beige             | P                | P         | P                                 | P         | P       | P         | P        | P         |
|                                                                       | Copper            | P                | P         | P                                 | P         | P       | P         | P        | P         |
|                                                                       |                   |                  |           |                                   |           |         |           |          |           |
| Muted Earth Tone                                                      | Orange            | P                | P         | P                                 | P         | P       | P         | P        | P         |
|                                                                       | Red               | P                | P         | P                                 | P         | P       | P         | P        | P         |
|                                                                       | Yellow            | P                | P         | P                                 | P         | P       | P         | P        | P         |
|                                                                       | Blue (Navy)       | P                | P         | P                                 | P         | P       | P         | P        | P         |
|                                                                       |                   |                  |           |                                   |           |         |           |          |           |
| Black                                                                 | Black             | R                | R         | R                                 | R         | R       | R         | R        | R         |
|                                                                       |                   |                  |           |                                   |           |         |           |          |           |
| Grey                                                                  | Grey              | P                | P         | P                                 | P         | P       | P         | P        | P         |
|                                                                       | Grey Light        | P                | P         | P                                 | P         | P       | P         | P        | P         |
|                                                                       | Dark Grey (Krank) | P                | P         | P                                 | P         | P       | P         | P        | P         |

I. Roof design.

- (1) Roofs shall be designed to reduce the apparent exterior mass of a building, add visual interest, and be appropriate to the architectural style of the building.
- (2) Variations in architectural style are highly encouraged. Visible roof lines and roofs that project over the exterior wall of a building enough to cast a shadow on the ground are highly encouraged, with a minimum overhang of 12 inches.
- (3) Architectural methods shall be used to conceal flat rooftops and mechanical equipment.
- (4) Overhanging eaves, peaked roofs, and multiple roof elements are highly encouraged.

J. Customer entrances. Clearly defined, highly visible customer entrances shall be included in the design. Features such as canopies, porticos, arcades, arches, wing walls or integral planters shall be used to identify such entrances.

K. Community amenities. Community amenities such as patio/seating areas, water features, artwork or sculpture, clock towers, pedestrian plazas with park benches, or other features located adjacent to the primary entrance to the building(s) are highly encouraged and may be calculated as part of the landscaping requirement.

L. (Reserved)<sup>1</sup>

M. Natural features. Buildings shall be sited to protect existing natural areas such as steep natural grades, trees, significant groupings of healthy vegetation (shrubs and trees), and rock outcroppings. To the extent practical, these areas shall be incorporated into the overall site plan.

N. Building location and orientation. New buildings shall have at least one principal building entrance visible from the front lot line.

O. Administrative waiver. The Planning Department may waive the requirements of this section, provided they find the use demonstrates compliance with the following criteria:

- (1) The improvement covered by the waiver still meets the spirit and intent of this section.
- (2) The waiver is the minimum necessary to ensure equitable treatment to the applicant.
- (3) The waiver will not have a significant negative impact on the surrounding property.

Planning Commission.

- (3) Mechanical and service features such as gutters, ductwork, service doors, etc. that cannot be screened must be of a color that blends in with the color of the building.

F. Roof design.

- (1) Roofs shall be designed to reduce the apparent exterior mass of a building, add visual interest, and be appropriate to the architectural style of the building.
- (2) Variations in architectural style are highly encouraged. Visible roof lines and roofs that project over the exterior wall of a building enough to cast a shadow on the ground are highly encouraged, with a minimum overhang of 12 inches.
- (3) Architectural methods shall be used to conceal flat rooftops and mechanical equipment.
- (4) Overhanging eaves, peaked roofs, and multiple roof elements are highly encouraged.

G. Customer entrances. Clearly defined, highly visible customer entrances shall be included in the design. Features such as canopies, porticos, arcades, arches, wing walls or integral planters shall be used to identify such entrances.

H. Community amenities. Community amenities such as patio/seating areas, water features, artwork or sculpture, clock towers, pedestrian plazas with park benches, or other features located adjacent to the primary entrance to the building(s) are highly encouraged and may be calculated as part of the landscaping requirement.

I. (Reserved)<sup>1</sup>

J. Natural features. Buildings shall be sited to protect existing natural areas such as steep natural grades, trees, significant groupings of healthy vegetation (shrubs and trees), and rock outcroppings. To the extent practical, these areas shall be incorporated into the overall site plan.

K. Building location and orientation. New buildings shall have at least one principal building entrance visible from the front lot line.

L. Administrative waiver. The Planning Department may waive the requirements of this section, provided they find the use demonstrates compliance with the following criteria:

- (1) The improvement covered by the waiver still meets the spirit and intent of this section.
- (2) The waiver is the minimum necessary to ensure equitable treatment to the applicant.
- (3) The waiver will not have a significant negative impact on the surrounding property.

**§ 7-15.02. Landscaping.**

A. Intent.

- (1) The intent of this section is to promote the public health, safety and welfare by

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1. Editor's Note: Former Subsection I, regarding signs, was repealed 12-19-2022 by Ord. No. 2022-05.

establishing minimum standards for the design, installation and maintenance of landscaping as buffer zones between zoning districts, along roadways, between adjacent buildings and in parking lots.

- (2) The standards of this section are intended to guide and encourage the protection and enhancement of the environment through requirements for site design and the use of landscape materials. Applicants are encouraged to provide landscaping in addition to the minimum requirements of this chapter to further improve the ecological, infrastructural and programmatic functions, appearances and values of their property.

B. Applicability.

- (1) The requirements set forth in this article shall apply to all uses for which site plan review is required under Article XVIII of this chapter. No site plan or land use shall be approved unless said site plan provides landscaping consistent with the provisions of this article.
- (2) The Planning Commission may also determine that landscaping requirements due to the unique features of the parcel would prevent development of required buffer zones, off-street parking area, landscaping or green belts. If such a determination is made, the Planning Commission may grant an exception from the landscaping provisions of this article. In the case of an administrative site plan review, the Planning Department may grant an exception based on the same site conditions. **[Amended 6-25-2015; 12-19-2022]**
- (3) The following landscape information shall be submitted as part of a site plan review. The landscape plan shall include, but not be limited to the following items:
  - (a) Minimum scale of one inch to 20 feet.
  - (b) Proposed plant location, spacing, size, species (common and botanical name) and necessary descriptions for use within required landscape areas.
  - (c) Existing and proposed contours on-site and 100 feet beyond the site at intervals not to exceed two feet.
  - (d) Straight cross section, including slope, height and width of berms and type of ground cover, or height and type of construction of wall or fence, including footings.
  - (e) Significant construction details to resolve specific site conditions, such as tree wells to preserve existing trees or culverts to maintain existing natural drainage patterns.
  - (f) Planting and staking details in either text or drawing form to ensure proper installation and establishment of proposed materials.
  - (g) Identification of existing trees proposed to be saved, including individual tree caliper size and species. Clearly reference on the plan the total number of trees proposed to be preserved, category of preserved tree caliper size and number of trees requested for credit consideration.



- (h) Identification of tree protection method for trees proposed to be preserved.
  - (i) Identification of existing trees over two-and-one-half-inch caliper proposed to be removed.
  - (j) Identification of grass and other ground cover and method of planting.
  - (k) Clearly reference on the plan the total number of proposed parking spaces and number of parking lot trees required to be placed within the interior of the parking area.
  - (l) Site plan review for preexisting sites shall clearly identify the proposed building and/or parking expansion and label the net percent site increase and calculated landscape requirement. **[Amended 6-25-2015]**
  - (m) Any of the informational requirements above may be waived by the Planning Commission or Planning Department by general rule or on an individual basis if they determine that the information is not necessary to verify compliance with this chapter. **[Amended 6-25-2015]**
- C. Overlapping Landscaping Requirements. Where multiple landscaping requirements apply to the same site (e.g., parking lot landscaping, and buffer yards), the required trees and shrubs may be used to satisfy more than one requirement, provided all quantitative and design standards are met. Plant materials must be appropriately located to fulfill the functional intent of each applicable landscaping section.
- D. Landscaping waivers. All waivers must be submitted along with the required landscaping plan. An applicant may request a landscaping waiver from the Planning Commission of up to 50% from no more than two landscaping requirements. In making such a determination, the Planning Commission shall consider the following points. The Planning Commission may deny a waiver request if one of the following points is not met.
  - (1) Site constraints, such as lot configuration, topography, existing site footprint limiting planting area, utility easements, or general impracticality of the required standard.
  - (2) The proposed reduction will not negatively impact adjacent properties, the public right-of-way, or the overall character of the site and surrounding area
  - (3) The remaining proposed landscaping is designed to meet the intent and purpose of this ordinance.
- E. Replacement of removed trees. A tree survey shall be submitted with any site plan for new development, and for additions to or expansion of existing development. The survey shall identify the location, species and size of existing trees on the proposed site. Existing trees that are greater than eight caliper inches that are planned to be removed shall be replaced on the site in accordance with the following standards: **[Amended 6-25-2015]**
  - (1) Removed trees must be replaced with a 1 to 1 ratio. When 1 tree is removed, 1 tree must be replanted. The applicant must demonstrate what the existing caliper size of trees to be removed is, before removal. Trees must be replanted at the same or similar caliper size of the removed (once full growth maturity is reached). I
  - (2) Trees planted that are replacing removed trees described above must be replanted as the same or similar tree species that was removed.

- (3) When prohibited trees as shown in table 7.15.4 are discovered on site and planned for removal, they shall be replaced with recommended plant materials as shown in table 7.15.3.
  - (4) Trees that are dead, prohibited, or diseased are exempt from replacement requirements. When the quantity of identified dead, prohibited, or diseased trees exceeds 50 trees or over 5% of the total trees, the City Arborist shall verify the status of the trees. **[Amended 12-19-2022]**
  - (5) A summary table of existing trees shall be provided, indicating those trees that will be removed.
- F. Incentives to preserve existing trees. The standards listed below are intended to encourage the preservation of quality and mature trees within a development area by providing credits toward required landscape components. Prohibited trees cannot be counted towards preservation tree credits. **[Amended 6-25-2015; 12-19-2022]**
- (1) Trees intended to be preserved shall be indicated on the site plan.
  - (2) To obtain credit, the preserved trees shall be arranged to meet the intent of this section, be of high quality, as confirmed by the City, and at least two-and-one-half-inch caliper in size for deciduous trees, six feet in height for evergreen trees.
  - (3) Each deciduous tree preserved that is between 2.5 inch to 7.9 inch caliper in size and evergreen tree that is between six feet to 19 feet shall be calculated as one required tree, two credits for deciduous trees with a caliper of eight inches or greater and evergreen trees greater than 19 feet.
  - (4) The landscape plan shall include a matrix that lists required trees and credits for preserved trees.
  - (5) During construction, tree protection fencing shall be placed 10 feet beyond the dripline of the tree. Unless space does not allow, in which case they shall at a minimum be placed at the dripline. The ground area within the fence line shall be maintained with vegetative landscape material or pervious surface cover. The Planning Commission may allow pedestrian pathways, driveways or parking within the dripline upon determination that the setback from the trunk of the tree is suitable to reasonably ensure protection of the tree and the public. Storage of soils or other materials within the dripline is prohibited.
  - (6) If trees are lost within three years after completion of the construction, the property owner shall replace with new trees equal to the number of tree credits granted.
  - (7) Tree credits may account for up to 50% of the required trees and be applied anywhere on the site.
- G. Greenbelts. A greenbelt shall be planted or preserved along public rights-of-way. The greenbelt is intended to provide a transition between the roadway and an existing or proposed land use. Greenbelts shall be provided in accordance with the following requirements:
- (1) The green belt plantings shall be planted within the required setback. Such plantings may be placed anywhere within the front yard if there is no front yard parking. **[Amended 6-25-2015]**

1000 feet away from any existing residential zone or use. Other sports field lighting may be approved by the Planning Commission after a determination that compliance with the standards in this article have been met to the greatest extent possible, and that all efforts possible were made to minimize any negative impacts to surrounding uses.

- (2) Swimming pools.
  - (3) Holiday decorations.
  - (4) Window displays without glare.
  - (5) Shielded pedestrian walkway lighting.
  - (6) Residential lighting with no off-site glare.
  - (7) Streetlights.
- F. Lamp or fixture substitution. Should any light fixture regulated under this section, or the type of light source therein, be changed after the permit has been issued, a change request must be submitted to the Planning Department for approval, together with adequate information to assure compliance with this chapter, which must be received prior to substitution.

#### **§ 7-15.06. Waste receptacles.**

- A. Waste receptacles, including dumpsters and compactors, shall be required in all multiple-family and nonresidential developments unless indoor facilities are provided as determined by the Planning Commission. These requirements do not apply to single-family residences
- B. When a property has multiple tenants waste receptacles may be shared if a signed agreement is submitted to the Planning Department. The agreement must include the following:
- (1) A statement which confirms trash production will not exceed the capacity of the dumpster on site.
  - (2) Signatures and indication of all parties involved. (Dumpster owner, dumpster leasers)
- C. All waste receptacles must be located within an enclosure meeting the following standards:
- (1) Waste receptacles shall have an enclosing lid or cover and be enclosed on three sides with a gate on the fourth side. The enclosure shall be constructed of brick or decorative masonry block material consistent with the principal building with a maximum height of six feet or at least one foot higher than the waste receptacle and spaced at least three feet from the waste receptacle. Suggested timber materials for the gate include Cedar, No. 2 Cedar rough sawn seasoned, Redwood, No. 2 Common Finish (S4S), Douglas Fir-larch or Southern Pine. Chain-link fencing with vinyl or wood strips is not acceptable screening material.
  - (2) Waste receptacle enclosures shall be located in the rear yard or non-required side yard, at least 10 feet from any nonresidential property line, combustible walls, or combustible roof eaves and in no case be less than 20 feet from any residential district.
  - (3) Waste receptacle enclosures shall be easily accessed by refuse vehicles without potential to damage automobiles parked in designated parking spaces.

- (4) The waste receptacle enclosure base shall be at least nine feet by six feet, constructed of six inches of reinforced concrete pavement. The base shall extend six feet beyond the waste receptacle pad or gate to support the front axle of a refuse vehicle.
  - (5) No refuse or trash shall be permitted to be stored higher than the waste receptacle enclosure.
- D. Waste Receptacle and Enclosure Maintenance. All waste receptacles, enclosures, and surrounding ground area shall be maintained in a neat and orderly appearance free of all trash. It shall be the responsibility of the owner or lessee of the dumpster, to maintain the waste receptacle, enclosure, and surrounding area so as not to create a blight condition or eyesore to the surrounding properties.

**§ 7-15.07. Mechanical equipment.**

- A. Mechanical equipment and utilities, including but not limited to blowers, ventilating fans, heating, ventilation and air-conditioning units (HVAC), water and gas meters, elevator housing, and tanks shall meet the following standards:
  - (1) Such equipment and utilities shall not be located in any front yard and shall be placed not closer than three feet to any lot line in the CBD Central Business District, and not closer than 12 feet to any lot line in all other districts.
  - (2) All such equipment shall be screened by a solid wall, fence, landscaping and/or architectural feature that is compatible in appearance with the principal building.
- B. Roof-mounted equipment shall not exceed a height of 10 feet above the surrounding roof surface, and shall occupy no more than 15% of the total roof area.
  - (1) When visible from the right of way or residential use, roof-mounted equipment must be screened from view. A solid wall, or other architectural feature, shall be utilized for screening.
- C. All roof-mounted mechanical units must be screened so they are not visible from ground level; even if not specifically addressed as part of site plan review.

procedures or projects on vehicles in any residential district, when such work is not conducted entirely within the interior of the vehicle, shall be subject to the following limitations:

- (1) All vehicles parked or being worked on outside shall be on an improved driveway surface, licensed, and operable.
- (2) Procedures exceeding 48 hours in duration or which require the vehicle to be inoperable in excess of 48 hours shall be conducted within an enclosed building.
- (3) Inoperable vehicles and vehicle parts shall be stored inside an enclosed building.

N. Parking of commercial vehicles.

- (1) Parking of commercial vehicles over two tons shall be prohibited in all Residential Districts; except this restriction shall not apply to essential public service vehicles.
- (2) It shall be unlawful for the owner, tenant, or lessee of any lot to permit the open storage or outdoor parking of semi-tractor (WB-50 or larger) trucks and/or semitrailers, bulldozers, earth carriers, cranes, or any other similar equipment or machinery, unless the storage or display of such vehicles is an approved use or unless the vehicles are temporarily parked while in use for approved construction on such lot.

O. The requirements of this section shall not apply to property located within the area zoned CBD-1 Central Business District. **[Added 12-19-2022]**

P. For the determination of the number of required parking spaces, outdoor seating area not in an enclosure suitable for year-round use shall not be included as part of the formula for the total number of required parking spaces. **[Added 12-19-2022]**

Q. Two options to decrease the number of required parking spaces for any new development are Parking Requirement Waivers and Parking Deferments. A potential applicant will work with the Planning Department to determine which option is most appropriate for their given situation.

- (1) Parking Requirement Waivers. An applicant may request a waiver from the Planning Commission of up to 50% of the minimum required off-street parking spaces upon demonstrating compliance with the following points:
  - (a) Site constraints limit the amount of parking that could be installed on site.
  - (b) A parking demand analysis or similar evidence shows that the proposed use(s) will not require the full number of parking spaces required.
- (2) Parking deferment. A smaller amount of parking may be approved by a finding by the Planning Commission that the required amount of parking is excessive, provided that the area to meet the full parking requirement is retained as open space. The site plan shall note the area where parking is being deferred with a dotted parking lot layout. If within a two-year period following issuance of a certificate of occupancy the Planning Commission determines based on observed use that the deferred parking is needed, then the parking shall be constructed by the applicant within six months of being informed in writing by the City Planner. The Planning Commission may require posting of a performance bond to cover the estimated construction cost of the deferred

parking with a refund in two years if the additional parking is not found to be necessary.

**§ 7-16.02. Number of spaces required. [Amended 5-17-2012; 2-19-2018; 11-19-2018; 10-5-2020; 1-4-2021; 7-6-2021; 12-19-2022]**

The minimum number of off-street parking spaces by type of use shall be determined in accordance with the following schedule.

| <b>Table 7.16.1: Parking Space Numerical Requirements</b> |                                                                                                                             |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <b>GFA = Gross Floor Area<br/>UFA = Usable Floor Area</b> |                                                                                                                             |
| <b>Residential</b>                                        |                                                                                                                             |
| One-family dwellings                                      | 2 spaces per dwelling unit                                                                                                  |
| Multiple-family dwellings                                 | 2 spaces for each dwelling unit having 2 or less bedrooms and 2 1/2 spaces for each dwelling unit having 3 or more bedrooms |
| Manufactured homes in a manufactured housing park         | 3 spaces for each mobile home site and 1 space for each employee of the mobile home park                                    |

Lapeer Construction Specifications or engineer's specifications and shall include: **[Amended 8-3-2020]**

- (1) Existing and proposed grades;
  - (2) Indication that stormwater runoff shall be accommodated on-site through approved drainage facilities, including catch basins, runoff calculations, pipe sizes and connections to existing drainage structures; and
  - (3) Indication of surface and base materials to be used during construction.
- B. Required parking lots shall be installed and completed within six months of receipt of a building permit and before issuance of an occupancy permit. The Planning Department may grant a single extension for an additional six months in the event of adverse weather conditions or unusual delays beyond the control of the property owner.
- C. All parking areas shall be maintained free of dust, trash, and debris. Surfacing, curbing, lighting fixtures, signs, and related appurtenances shall be maintained in good condition. The visibility of pavement markings delineating parking spaces and directional control shall be maintained.
- D. All off-street parking and loading facilities required by this article shall be maintained free of accumulated snow or standing water which prevents full use and occupancy of such facilities, except for temporary periods of no more than five days in the event of heavy rainfall or snowfall.
- E. Limits on excessive parking. In order to minimize excessive areas of pavement which reduces aesthetic standards and contribute to high rates of stormwater runoff, exceeding the minimum parking space requirements by more than 20% shall only be allowed with approval by the Planning Commission. In granting such additional space, the Planning Commission shall determine that such parking will be required, based on documented evidence, to accommodate the use on a typical day.
- F. Full compliance with current City Standards at time of re-surfacing. Any time a parking lot is re-striped it must come into full compliance with all standards within this ordinance.

**§ 7-16.06. Off-street loading and unloading requirements.**

- A. Compliance with the loading space regulations set forth herein shall be required in order to avoid interference with the public use of streets, alleys, parking areas, driveways, sidewalks, and other public areas.

- A. Device signs. Permanent signs on vending machines, ATMs, gas station pumps, or other containers indicating only the contents or purpose of such devices, provided that the sign area of each device shall not exceed three square feet and there are no more than one sign per device.
- B. Directional signs. The sign shall bear no advertising other than logos.
- C. Flags. Flags, provided there shall be no more than three flags per lot, the maximum size of each flag shall be 50 square feet, and the flag poles comply with relative height limitations.
- D. Employment signs. "Help wanted" signs soliciting employees for the place of business where posted, provided that the maximum area for all such signs shall not exceed six square feet.
- E. Enclosed signs. Any sign that is located completely within a building and is not visible from the outside.
- F. Historical signs. Plaques or signs designating a building or premises as a historic structure or premises not to exceed six square feet.
- G. Identification signs. Signs for the sole purpose of designating an assigned house number, owner name, occupant, or building name. Identification signs shall not be counted in the total sign area allowed on the premises; however, such signs in excess of one square foot in surface display area may be allowed as part of the total sign area otherwise allowed by this chapter.
- H. Incidental signs. Small signs, emblems, or decals informing the public of goods, facilities, or services available on the premises. The total of all such incidental signs shall not exceed two square feet.
- I. Nonconforming signs. Legal nonconforming signs existing on the effective date of the adoption of the chapter. Removal of the sign shall constitute an elimination of the nonconforming status.
- J. Noncommercial message sign. Consistent with the other requirements of this chapter, any permitted sign may contain a lawful noncommercial message. This does not apply to traffic signs, railroad crossing signs, danger or other emergency signs, and directional signs. **[Amended 12-7-2015; 12-19-2022]**
- K. Public signs. Public signs, authorized signs by a government body or public utility, including traffic signs, legal notices, railroad crossing signs, warnings of a hazard, and similar signs.

### **§ 7-17.03. Temporary signs.**

The following regulations shall be applicable to all temporary signs placed or situated at any place other than inside a "building" as defined in this chapter. All temporary signs shall be in accordance with Table 7.17.1.

- A. Projection into right-of-way. No temporary sign shall be strung across any public right-of-way nor shall any temporary sign project beyond the property line except as authorized by the City Commission.



- B. Removal. Temporary signs shall be removed promptly at the end of the permitted period in Table 17.17.1. **[Amended 12-19-2022]**
- C. Damaged signs. Any temporary sign found by the Building Official to be in a torn, damaged in unsafe condition, or not properly maintained, shall be removed by the owner within three days after receipt of notice to do so from an Authorized City Official. **[Amended 12-19-2022]**

| Table 7.17.1: Temporary Sign Regulations                                                                        |                                                                    |                                                      |                                                   |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------------------|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Type of Sign                                                                                                    | Maximum Size                                                       | Maximum Height                                       | Maximum Number                                    | Permitted Duration and Other Requirements                                                                                                                                                                                            |                                                                                                                                                                                                                      |
| Temporary Signs Not Requiring a Permit                                                                          |                                                                    |                                                      |                                                   |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                      |
| Garage sale signs in residential districts                                                                      | 5 square feet                                                      | 4 feet                                               | 1 per lot, 2 on corner lot (1 facing each street) | Shall be erected no more than 10 business days before and removed within 1 business day after the sale                                                                                                                               |                                                                                                                                                                                                                      |
| Small temporary signs in the R-1, R-2, R-3, RM-1, or RM-2 districts                                             | 5 square feet                                                      | 4 feet                                               | 1 per lot, 2 on corner lot (1 facing each street) | Signs advertising a residential property for sale or lease may remain until the property is sold or leased. The sign must be removed within 14 days of all units or lots being sold or leased.                                       |                                                                                                                                                                                                                      |
| Temporary Signs Requiring a Permit                                                                              |                                                                    |                                                      |                                                   |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                      |
| Banners and pennants                                                                                            | Discretion of the Building Official and considering the following: |                                                      |                                                   | May be erected 2 times per calendar year, for a maximum of 30 days each time                                                                                                                                                         |                                                                                                                                                                                                                      |
|                                                                                                                 | •                                                                  | Must be securely attached to a building or structure |                                                   |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                      |
| Signs on an active construction site                                                                            | 64 square feet                                                     | 15 feet                                              | 1 per lot, 2 on corner lot (1 facing each street) | 1.                                                                                                                                                                                                                                   | Shall be removed from premises within 30 days after issuance of the occupancy permit or temporary occupancy permit.                                                                                                  |
|                                                                                                                 |                                                                    |                                                      |                                                   | 2.                                                                                                                                                                                                                                   | In the case of renovations (e.g. addition to a building) or maintenance or repair (e.g. roofing or siding), rather than the construction of a new building, the sign may have a maximum sign area of 16 square feet. |
| Temporary wall signs in the OS-1, B-1, B-2, B-3, CBD-1, I-1, or I-2 zoning districts                            | 16 square feet                                                     | Wall sign not higher than building                   | 1 per lot, 2 on corner lot (1 facing each street) | May be erected for a maximum of 30 consecutive days every 6 months                                                                                                                                                                   |                                                                                                                                                                                                                      |
| Large free-standing temporary signs in the RM-1, RM-2, OS-1, B-1, B-2, B-3, CBD-1, I-1, or I-2 zoning districts | 64 square feet                                                     | 10 feet                                              | 1 per lot, 2 on corner lot (1 facing each street) | May be erected for 6 months in any one year period. Signs advertising a property for sale or lease may remain until the property is sold or leased. The sign must be removed within 7 days of all units or lots being sold or leased |                                                                                                                                                                                                                      |

### § 7-17.04. Prohibited signs.

| Table 7.17.2: Prohibited Signs                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Any sign not expressly permitted.                                                                                                                                                                                                                     |
| <b>String lights.</b> Spinners, strings of light bulbs, pennants, or streamers, hung overhead to draw attention to a business or its merchandise on display. In no case does this restrict the use of string lights for holidays or religious events. |

**Table 7.17.3: Schedule of Sign Regulations**

| <b>Type of Sign</b>        | <b>Maximum Area</b>                                                                                                                                                                                                                                                  | <b>Height</b>                                                                                                                                                                             | <b>Illumination</b>                                                                                                                                                       | <b>Number Permitted/<br/>Other Provisions</b>                                                                                                                      |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Wall sign (see § 7-17.06A) | Total surface area of all wall signs placed on the front, side or rear of a building shall not exceed the greater of 10% of the area of the front face of the building or tenant space, or 1.5 square feet for each lineal feet of building frontage or tenant space | Must not exceed maximum building height in district.<br>Must not be higher than wall upon which it is attached.<br>Bottom of sign must be at least 8 feet above ground level or sidewalk. | Permitted                                                                                                                                                                 | Must not extend beyond the ends of the wall on which it is attached.<br>Sign may not be more than 12 inches thick, measured from the wall on which it is attached. |
| Awnings and canopies       | Lettering shall not project above, below or beyond the physical dimensions of the awning or canopy.                                                                                                                                                                  | Bottom of awning or canopy must be at least 7 feet above ground level or sidewalk.                                                                                                        | Not permitted under awning or canopy, except for gas station canopy.<br>Building-mounted lighting may indirectly illuminate the area above or below the awning or canopy. | Individual letters shall not be larger than 24 inches from top to bottom.                                                                                          |
| Directional signs          | 4 square feet per sign                                                                                                                                                                                                                                               | 4 feet maximum                                                                                                                                                                            | Permitted                                                                                                                                                                 | Determined by City Building Official                                                                                                                               |

**Table 7.17.3: Schedule of Sign Regulations**

| <b>Type of Sign</b>                                                                                                                      | <b>Maximum Area</b>                                                                                                                                    | <b>Height</b>                                                                                                                                           | <b>Illumination</b>                      | <b>Number Permitted/<br/>Other Provisions</b>                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Monument signs<br>(see § 7-17.06B)                                                                                                       | Areas zoned<br>CBD-1: 20<br>square feet per<br>side; 40 square<br>feet total.<br>Other areas: 80<br>square feet per<br>side; 160 square<br>feet total. | 10 feet maximum<br>and shall include<br>the “base” of the<br>sign for total sign<br>height.                                                             | Permitted                                | 1 per each side of<br>parcel facing a<br>street                                                                                                      |
| Poster panel signs<br>(sandwich signs,<br>A-frames) (see<br>§ 7-17.06C)                                                                  | 7 square feet per<br>side;<br>14 square feet<br>total                                                                                                  | 3.5 feet<br>maximum                                                                                                                                     | Not permitted                            | —                                                                                                                                                    |
| Business center<br>sign, including<br>multiple tenant<br>commercial or<br>shopping centers<br>and multiple<br>tenant office<br>buildings | 64 square feet<br>per sign face;<br>128 total square<br>feet for both<br>sides                                                                         | Areas zoned<br>CBD-1: 10 feet<br>maximum.<br>Other areas: 16<br>feet maximum.                                                                           | Permitted                                | 1 per business<br>center.<br>Individual<br>businesses are not<br>allowed to have<br>individual<br>monument signs.<br>Must meet sign<br>requirements. |
| Window signs                                                                                                                             | N/A                                                                                                                                                    | N/A                                                                                                                                                     | Not permitted,<br>except for LED<br>sign | All entry doors<br>shall remain clear<br>of all signs for<br>public safety.                                                                          |
| Projecting signs<br>(see § 7-17.06D)                                                                                                     | 20 square feet per<br>side;<br>40 square feet,<br>total                                                                                                | Must not be<br>higher than wall<br>upon which it is<br>attached.<br>Bottom of sign<br>must be at least<br>10 feet above<br>ground level or<br>sidewalk. | Permitted                                | Only permitted in<br>the CBD-1 zoning<br>districts.<br>1 per business,<br>provided not<br>within 20 feet of<br>another projecting<br>sign.           |

**Table 7.17.3: Schedule of Sign Regulations**

| <b>Type of Sign</b>               | <b>Maximum Area</b>                                                                            | <b>Height</b>                                                                                                                                               | <b>Illumination</b> | <b>Number Permitted/<br/>Other Provisions</b>                                                                       |
|-----------------------------------|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------|
| Rear entry signs                  | Wall sign: 6 square feet;<br>Projecting sign: 6 square feet per side;<br>12 square feet total. | Bottom of sign must be a minimum of 8 feet above the ground or sidewalk                                                                                     | Permitted           | 1 per business                                                                                                      |
| Marquee signs<br>(see § 7-17.06E) | 10% of the wall, up to maximum of 100 square feet                                              | Must not exceed building height in district.<br>Must not be higher than building.<br>Bottom of sign must be at least 8 feet above ground level or sidewalk. | Permitted           | 1 per parcel                                                                                                        |
| Billboards (see § 7-17.06F)       | 175 square feet per side;<br>350 square feet total                                             | See § 7-17.06F(2).                                                                                                                                          | Permitted           | Only allowed in the I-2 Zoning District.<br>Must be on property fronting an expressway or state trunk line highway. |

**Table 7.17.3: Schedule of Sign Regulations**

| <b>Type of Sign</b>                                            | <b>Maximum Area</b>                                                                                                                                                                                                                                    | <b>Height</b>                                             | <b>Illumination</b>                                                     | <b>Number Permitted/<br/>Other Provisions</b>                                                                                                                     |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interstate corridor signs (see § 7-17.06G)                     | 200 square feet per side (total signage = 400 square feet) with a maximum of 2 sides permitted. 250 square feet for two businesses and an additional 50 square feet for each business (tenant) thereafter and not to exceed 400 square feet each side. | 20 feet for single tenant.<br>30 feet for multiple tenant | Permitted - internal and concealed only. Spotlighting is not permitted. | 1 per every 1,000 linear feet, up to 2 sign structures per lot/parcel within 200 feet of I-69.<br>Must be on property which is adjacent to the I-69 right-of-way. |
| Electronic or manual changeable message signs (see § 7-17.06H) | 24 square feet                                                                                                                                                                                                                                         | Per type of sign as listed above                          | Permitted                                                               | 1 per parcel                                                                                                                                                      |

**§ 7-17.06. Additional provisions for Schedule of Sign Regulations in Table 7.17.3.****A. Wall signs.**

- (1) Materials required. All wall signs of a greater area than 50 square feet shall have a surface or facing of noncombustible material.
- (2) Limitation on placement. No wall sign shall cover wholly or partially any wall opening.
- (3) Supports and attachments. All wall signs shall be safely and securely attached to structural members of the building by means of metal anchors, bolts or expansion screws. In no case shall any wall sign be secured with wire, strips of wood or nails.
- (4) Wall sign area allowed. No single business shall be allowed more than 125sq ft of wall signage. When one of the following conditions are met, an applicant may apply for an additional 50sq ft of wall signage.
  - (a) Primary structure is setback more than 175' from the front lot line.
  - (b) Primary structure front face is greater than 1,300sq ft

**B. Monument signs. [Amended 5-17-2012]**

- (8) Quality. Hand-lettered or stenciled sign faces are prohibited, with the exception of restaurant daily specials. All sign faces shall be professionally created in conformance with the specifications for sidewalk signs adopted by the City of Lapeer Downtown Development Authority.

D. Projecting signs.

- (1) Construction. Every part of a projecting sign, with a total surface area greater than 10 square feet, shall be constructed of noncombustible material.
- (2) Movable parts to be secured. Any movable part of a projecting sign, such as the cover of a service opening, shall be securely fastened by chains or hinges.
- (3) Thickness limitation. The distance measured between the principal faces of any projecting sign shall not exceed 18 inches.
- (4) Projection over public property. No projecting sign may project beyond the property line unless approved by the City.
- (5) Bracing, anchorage and supports. Projecting signs of a greater total surface area than 10 square feet or 50 pounds in weight shall not be attached to nor supported by frame buildings nor the wooden framework of a building. All projecting signs shall be thoroughly secured to the building by iron or other metal anchors, bolts, supports, rods or braces.
- (6) Projecting signs must be constructed out of durable, weather resistant materials such as aluminum, steel, or high-grade plastics. Acceptable high-grade plastics include acrylic, polycarbonate, high density polyethylene, PVC, PETG, or equivalent materials with comparable strength and durability.

E. Marquee signs.

- (1) Material required. Every marquee sign, including the upright supports and braces thereof, shall be constructed entirely of noncombustible materials.
- (2) Bracing, anchorage and supports. Every marquee sign shall be thoroughly secured to the building by iron or metal anchors, bolts, supports, rods or braces.

F. Billboards.

- (1) Minimum lot size. Such signs shall be allowed on premises with a minimum total area of one acre and a minimum dimension of 200 feet on any one side (based on the deed or recorded legal description).
- (2) Height. Such signs shall comply with the height limitations and with the front, rear, and side setback provisions of the I-2 zoning district.

G. Interstate corridor signs (ICS). **[Added 4-17-2017]**

- (1) Placement. All Interstate Corridor Signage (ICS) must be located along Interstate-69 (I-69) and shall be no closer than a distance that is equal to or greater than the height of the sign (20 feet to 30 feet) and set back from the interstate right-of-way (ROW). An ICS 20 feet tall or less must maintain a minimum distance of 20 feet from the I-69 ROW. The interstate ROW includes all entrance and exit ramps on to I-69. Setbacks

of the sign elements within a parallelogram or rectangle.

- (3) The area of a double-faced monument sign shall be computed using only one face of the sign, provided that: the outline and dimensions of both faces are identical; and the faces are back to back so that only one face is visible at any given time.
  - (4) Window sign regulation shall not include season drawings or other graphics not related to signage. **[Amended 12-19-2022]**
- I. City official may periodically inspect signs for compliance. **[Added 12-19-2022]**
  - J. Removal of Sign Copy Following Business Closure. Within one year of business closure, sign contents must be removed from all sign cabinets or sign structures and replaced with either a blank panel or advertising content, as determined by an Authorized City Official. The sign structures may remain.

**§ 7-17.10. Legal nonconforming signs.**

- A. Any sign legally existing at the time of adoption of these regulations which does not comply with all provisions shall be considered a legal nonconforming sign and may be permitted to continue if the sign is properly maintained and not detrimental to the health, safety and welfare of the community. **[Amended 5-17-2012]**
- B. Subject to exceptions below, any legal nonconforming signs may be continued in operation and maintained after the effective date of these regulations, provided that the signs shall not be: **[Amended 5-17-2012]**
  - (1) Structurally altered so as to extend their useful life;
  - (2) Expanded;
  - (3) Moved to another location on the original site or on a different site;
  - (4) Reestablished after damage of more than 50% of the value at the time of such damage or destruction;
  - (5) Modified in any way that would increase the degree of nonconformity of such sign.
- C. When a sign or sign structure is removed or destroyed, replacement signs and sign structures must comply with the current standards, except for the purpose of sign maintenance or repair: **[Added 5-17-2012]**
  - (1) A nonconforming sign or sign structure may be removed temporarily to perform sign maintenance or sign repair, not to exceed 50% of the current market value of the existing sign structure.
  - (2) In order to preserve the nonconforming sign status, the person removing the sign must inform the Building Official in writing before the sign is removed. If the responsible party fails to provide written notification, any re-erected sign will be considered a new sign.
- D. Abandonment or obsolescence of a nonconforming sign shall terminate immediately the right to maintain such a sign.



## ITEM G-4

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**Meeting Date:** December 1, 2025  
**Department:** Assessing Department  
**Requestor:** Kelly Hanna, Director of Finance  
**Agenda Item:** Assessment Administration Services, LLC Assessor Contract

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**RECOMMENDATION (motion):**

Approve the three-year contract with Assessment Administration Services, LLC for assessing services starting December 1, 2025, as presented, and authorize the City Manager to sign all necessary documents.

**AGENDA ITEM INFORMATION:**

The City Assessor, Denise Marinelli will be retiring on January 22, 2026. The City has advertised and received four requests for proposals for assessment administration services. Upon careful consideration, we are recommending the City Commission approve a three-year contract with Assessment Administration Services, LLC. The assessor and Assessment Administration Services, LLC will work together until Ms. Marinelli retires, ensuring a seamless transition. The proposed contract has been reviewed and modified by Mr. Francis, City Attorney.

|                            |              |                            |      |
|----------------------------|--------------|----------------------------|------|
| Budgeted Amount:           | \$82,800     | Funds Requested:           | None |
| Funding Source:            | General Fund | CIP Project #:             | None |
|                            |              | Budget Amendment Needed:   | No   |
| # of Bids/Quotes Obtained: | Four (4)     | Budget Amendment Attached: | No   |
| Explanation:               |              |                            |      |



## **INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“Agreement”) is made between The City of Lapeer, a Michigan municipal corporation (“City”) and Assessment Administration Services, L.L.C. (“Contractor”), as follows:

1. Effective Date. This Agreement shall be effective as of December 1, 2025, through November 30, 2028.

2. Term. This Agreement shall remain in effect for a term of three years (the “Term”), unless earlier terminated as provided herein.

3. Retention of Contractor. The City hereby retains Contractor to perform independent contracting services to provide all assessment functions which may be performed by an independent contractor consistent with Michigan law as well as such general assignments as directed by the City of Lapeer City Manager or his/her designee (the “Services”). Contractor agrees to perform the Services, subject to the terms and conditions set forth in this Agreement. The Services shall include:

- Provide a Michigan Advanced Assessing Officer or higher to certify the City roll at least one day per week. In addition, the Assessor shall be available by remote access as necessary.
- Supervise and maintain the City assessment roll as outlined by State Tax Commission rules and regulations including any special assessment or special act rolls.
- Prepare and administer the March, July and December Boards of Review.
- Develop land value and economic condition factor analysis.
- Process all land division and combinations in the City.
- Ensure that all sales and property transfers and principal residence exemptions are processed properly.
- Ensure that all fieldwork including personal property canvas is processed and completed for the assessment roll.
- Prepare, defend and counsel regarding all Michigan Tax Tribunal cases filed in the Small Claims division, with the assistance of the City’s attorney if necessary. For cases filed with the Entire Tribunal division of the Michigan Tax Tribunal, coordinate the defense of such actions with the City’s attorney and testify when necessary.
- Attend necessary work sessions and City Commission meetings.
- Complete Assessment Roll Audit Compliance (Audit of Minimum Assessing Requirements).
- Provide knowledgeable customer service to the constituents of the City of Lapeer.
- All performed duties required as the Assessor of record for the City per the Michigan State Tax Commission’s Supervising Preparation of the Assessment Roll Policy.

- Such other projects or assignments as directed by the City Manager or his/her designee.

4. Independent Contractor. Contractor's relationship with the City under this Agreement is that of independent contractor and not that of employee, partner, or joint venture. Contractor shall be responsible for payment of its own federal, state, and local taxes. The contractor shall not participate in City's fringe benefit plans or programs. Contractor shall not enter into any agreement or commitment on behalf of City nor hold itself out as having such authority. The City shall be responsible for all office supplies, printing and licenses for software that pertain to Services performed by the contractor.

5. Contractor's Compensation. In consideration of Contractor performing the Services, the City shall pay Contractor as follows:

- (a) \$82,800 for the 1<sup>st</sup> year of the contract (December 1, 2025 – November 30, 2026) in monthly payments of \$6,900.00 due and payable on the first of each month while this Agreement is in effect.
- (b) \$86,112.00 for the 2<sup>nd</sup> year of the contract (December 1, 2026 – November 30, 2027) in monthly payments of \$7,176.00 due and payable on the first date of each month while this Agreement is in effect.
- (c) \$89,556.00 for the 3<sup>rd</sup> year of the contract (December 1, 2027 – November 30, 2028) in monthly payments of \$7,463.00 due and payable on the first date of each month while this Agreement is in effect.
- (d) Notwithstanding any other provision of this Agreement, if this Agreement is terminated as provided herein prior to the end of the Term, Contractor shall only be entitled to pro-rated payment through the effective date of termination and shall have no right to payment thereafter.

6. Indemnity and Insurance. Contractor shall be liable to the City, and hereby agrees to indemnify, defend, and hold the City and the City's employees, agents, volunteers and officials harmless, to the extent of its insurance coverage set forth below, against all claims, damages, judgments, causes of actions, fines, penalties or the like covered by said insurance coverage arising out of or related to the performance of the Services or caused by, related to, or arising out any negligent conduct, intentional conduct, breach, failure, default, or act of the Contractor or any of its employees or agents in the performance of the Services that are covered by the policies listed in subparagraphs "a" through "c" below.

Contractor will carry the following insurance coverage at all times during this agreement:

- a. Comprehensive general liability insurance covering the Contractor and the City with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.
- b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Contractor, as required by Worker's Disability Compensation Act of State of Michigan.
- c. Contractor shall carry professional liability and errors and omissions insurance with not less than \$2,000,000 liability limit for each claim and in the aggregate including claim expenses which provides coverage for negligent performance of the Services. Should the City or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Company or seek indemnification from Contractor as a result thereof, under no circumstance shall the Contractor's cumulative liability to the City or its officers, directors, employees and elected official exceed the amount of coverage of the errors and omissions policy referenced herein.

In the event the Contractor fails to satisfy the above insurance requirements or does not have the coverage(s) required herein, the Contractor's liability to the City shall not exceed the maximum amount of the insurance required herein.

7. Proprietary Information. Contractor acknowledges that through its activities under this Agreement, it may come into possession of confidential or proprietary information belonging to the City or provided to the City (the "Confidential Information"). Contractor agrees that it will not directly or indirectly disclose to any other person or entity, or make any use of, any of the Confidential Information or any proprietary information belonging to the City, whether or not such information was developed or obtained by Contractor, except as authorized by the City in connection with Contractor's performance of the Services. Upon termination of this Agreement, Contractor shall return to the City all Confidential Information and the City's proprietary information and shall not make or retain any copies or summaries. The obligations of this Paragraph 7 shall survive termination of this Agreement.

8. No Violation of Other Agreements. Contractor warrants and represents that this Agreement does not violate the terms and conditions of any other agreement to which Contractor is a party or interfere with any business expectancy. Contractor warrants that it will not utilize any invention, trade secret, or other intellectual property in which it does not have a proprietary interest or legal right of use. Contractor shall indemnify and defend the City against any claim, lawsuit, cause of action, demand, cost, or other expenses (including reasonable attorney fees and court costs) incurred by the City as a result of any inaccuracy in or breach of the warranties and representations of this Paragraph 8.

9. Termination. This Agreement may be terminated as follows:

- (a) Either party may elect to terminate this Agreement for any reason upon thirty (30) days written notice to the other party.
- (b) The City may immediately terminate this Agreement, in its sole discretion for the Contractor's negligence, breach, or default; the conviction of a crime by one of Contractor's principals or any agent or employee of Contractor performing the Services; or other circumstances that the City determines, in its sole discretion, defeat the purpose or intent of this Agreement.

10. No Oral Modifications. This Agreement may not be modified or amended by any oral agreement and may only be modified or amended by a writing signed by both parties.

11. Assignment. Contractor may not assign this Agreement without the written consent of the City.

12. Entire Agreement. This Agreement contains the entire understanding of the parties related to the subject matter hereof and supersedes all previous verbal and written agreements, representations, or warranties.

13. Counterparts. This Agreement may be executed in separate counterparts. A copy of this Agreement is effective as an original.

14. Miscellaneous Representations. Each party has consulted or has had the opportunity to consult with its own attorney prior to execution of this Agreement. Each party has read this Agreement in its entirety before signing and understands its terms. Each party signs as its free act. There shall no presumption or construction of this Agreement in favor of any party based on draftsmanship.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

THE CITY OF LAPEER

ASSESSMENT ADMINISTRATION  
SERVICES, L.L.C.

\_\_\_\_\_  
By: Mike Womack  
Its: City Manager

\_\_\_\_\_  
By: Lisa Griffin  
Its: Member



## ITEM G-5

**Meeting Date:** December 1, 2025  
**Department:** Housing Improvement Department (HID)  
**Requestor:** Denise Soldenski, Director of Housing & Neighborhood Development  
**Agenda Item:** MSHDA 2026 Housing Choice Voucher Administration Contract Extension

### **RECOMMENDATION (motion):**

The Housing Improvement Department (HID) recommends the City Commission approve a resolution allowing the Director of Housing to sign on behalf of the City of Lapeer, the Michigan State Housing Development Authority (MSHDA) Housing Choice Voucher (HCV) Administration Contract Extension Amendment for the 2026 calendar year.

The 2026 MSHDA HCV contract extension is the third extension of the 2022-2023 MSHDA HCV contract for administration of the rental subsidy program for the existing counties of Lapeer, Tuscola and Huron as well as the 33 Veterans Administration Supportive Housing (VASH) vouchers.

Under separate memo, and in conjunction with the MSHDA HCV 2026 contract extension, approval for extended contracts for the Housing independent contractor staff are also being requested for calendar year 2026.

### **AGENDA ITEM INFORMATION:**

Attached is the 2026 MSHDA HCV Administration amended contract extension, which the City Attorney has reviewed, and corresponding Resolution.

Revenue Accounts for Administrative fee per approved budget for FYE 6/30/26:

| <u>Description</u>           | <u>Account #</u> | <u>Budget</u> |
|------------------------------|------------------|---------------|
| MSHDA Section 8 (HCV)        | 101-690-524.002  | \$162,000     |
| *Emergency Hsg Voucher (EHV) | 101-690-524.003  | \$ 4,000      |
|                              |                  | \$166,000     |

\*The EHV program will “sunset” in 2026 and EHV will be absorbed into the standard HCV program; therefore, account # 101-690-524.003 will no longer be necessary as administrative funds will all go into the 101-690-524.002 account.

|                            |                                                                                                     |                            |     |
|----------------------------|-----------------------------------------------------------------------------------------------------|----------------------------|-----|
| Budgeted Amount:           | \$166,000                                                                                           | Funds Requested:           | \$0 |
| Funding Source:            | MSHDA                                                                                               | CIP Project #:             | N/A |
|                            |                                                                                                     | Budget Amendment Needed:   | No  |
| # of Bids/Quotes Obtained: | N/A                                                                                                 | Budget Amendment Attached: | N/A |
| Explanation:               | MSHDA is providing a contract extension to the City of Lapeer which does not require a bid process. |                            |     |

## City of Lapeer

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In administering this program, the HID works closely with the City of Lapeer's Building Dept. to ensure landlords comply with the Rental Registration Program per the Ch. 9 Housing Ordinance prior to allowing new Housing Assistance Payment (HAP) Contracts. Staff also works closely with Lapeer County DHHS and MSHDA's Compliance Dept. to minimize fraud within the program. Staff is active in the Thumb Area Planning Body and the Lapeer County Community Collaborative.

The Housing Improvement Department (HID) has been a contracted Housing Agency (HA) for MSHDA since 2003 for the HCV rental subsidy program. The HID has successfully administered the 1/1/2022 – 12/31/2023 contract, and the 2024 and 2025 contract extensions for HCV with high performance and MSHDA has opted to extend this contract for 1/1/2026 – 12/31/2026 again. The City's administrative fee for the program remains at \$30 per voucher under contract at the first of each month. It is expected that a full bid process will take place for the 2027/2028 contract term.

There are currently 12 Housing Agents across the state that are contracted by MSHDA to administer the Housing Choice Voucher rental subsidy program in each of the state's 83 counties.

As of Nov. 1<sup>st</sup>, 2025, the maximum number of voucher increments allocated to the City of Lapeer is 505 - broken down into the following segments:

| <b>Voucher Increment Description</b>               | <b># Vouchers</b> |
|----------------------------------------------------|-------------------|
| Bad Axe Veterans Affairs Supportive Housing (VASH) | 33                |
| Balance of State                                   | 2                 |
| Moving Up                                          | 3                 |
| Huron County                                       | 44                |
| Lapeer County                                      | 328               |
| Project Based Vouchers at Drakeshire               | 6                 |
| Tuscola County                                     | 84                |
| Project Based Vouchers at Grandview                | 5                 |
| <b>Total City of Lapeer Allocation</b>             | <b>505</b>        |

Time is of the essence as current contracts expire 12/31/25. Due to Federal shut-down, MSHDA's delivery of the contract extension to the City was delayed. Normally, this memo would be provided to the Commission in a more timely manner.

It is the HID's intent to secure the existing caseload to continue being a necessary Housing Agency for MSHDA while maintaining satisfactory performance. The goal is to provide safe, decent and affordable housing for low income and homeless families in a respectful manner, as well as administer a program responsibly in our community in a way that will be financially meaningful for the City of Lapeer.

RESOLUTION #2025-16  
RESOLUTION TO APPROVE  
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY (MSHDA)  
DIVISION OF RENTAL ASSISTANCE AND HOMELESS SOLUTIONS  
HOUSING CHOICE VOUCHER PROGRAM  
AMENDMENT/EXTENSION FOR HOUSING CHOICE VOUCHER ADMINISTRATION 2026

At a regular meeting of the Lapeer City Commission of the City of Lapeer, County of Lapeer, Michigan, held in said City on the 1<sup>st</sup> day of December 2025 there were:

PRESENT: Mayor Hing. Commissioners: Atwood, Brady, Glisman, McCarthy, Petrie.

ABSENT:

MOVED BY: Commissioner

SECONDED BY:

WHEREAS, the City of Lapeer is interested in continuing to contract with the Michigan State Housing Development Authority (MSHDA) to administer Housing Choice Vouchers (HCV) for Lapeer, Tuscola and Huron Counties and Bad Axe Veteran's Administration Supportive Housing (VASH) Vouchers for the 2026 contract term amendment in its continuing effort to improve the housing stock and provide affordable housing opportunities for the region's low and very low income HCV applicants/participants; and

WHEREAS, the Lapeer City Commission accepts the recommendation of the City of Lapeer Housing Improvement Department to accept the 2026 amended contract extension for administration of Housing Choice Vouchers for Lapeer, Tuscola and Huron Counties and Bad Axe VASH; and

WHEREAS, the Michigan State Housing Development Authority requires a resolution authorizing the extension of the aforementioned contract; and

WHEREAS, said City Commission authorizes the Director of Housing and Neighborhood Development to sign the related MSHDA 2026 HCV Administration amended contract extension; and

THEREFORE, BE IT RESOLVED that the Lapeer City Commission authorizes the City of Lapeer Housing Improvement Department to extend an amended contract with the Michigan State Housing Development Authority's (MSHDA) Rental Assistance and Homeless Solutions Division to administer the 2026 Housing Choice Voucher program for Lapeer, Tuscola and Huron Counties and Bad Axe VASH, and authorizes the Director of Housing and Neighborhood Development to sign related MSHDA 2026 contractual documents on behalf of the City of Lapeer.

AYES:

NAYES:

ABSTAIN:

ABSENT:

MOTION CARRIED AND RESOLUTION ADOPTED.

**CERTIFICATION:**

I, Romona Sanchez, being the duly appointed and qualified Clerk of the City of Lapeer, Lapeer, County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of the Resolution adopted by the City of Lapeer Commission at a regular meeting held on December 1, 2025.

---

Romona Sanchez  
City Clerk, City of Lapeer

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

CITY OF LAPEER

**THIS AMENDED AGREEMENT** is made and entered into as of **January 1, 2026**, by and between the **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**, a public body corporate and politic ("**Authority**") and **CITY OF LAPEER**, a Michigan municipal corporation ("**Contractor**") to successfully administer the federal Housing Choice Voucher ("HCV") program awarded by the U.S. Department of Housing and Urban Development ("HUD"). (The Authority and the Contractor are collectively referred to as the "Parties").

**WITNESSETH THAT:**

The Authority and the Contractor do mutually agree as follows:

1. **Services Rendered/Scope of Work.** The Contractor shall, in a satisfactory and proper manner as determined by the Authority, render the services described in Exhibit A – *Reserved* ("Exhibit A") and Exhibit B – *HCV Agent* ("Exhibit B"), which are attached and made a part of this Agreement.
2. **Term.** TIME IS OF THE ESSENCE to this Agreement in connection with the delivery of the products or services or both ("Products and Services") described in the *Scopes of Work* attached and incorporated into this Agreement as Exhibit A and Exhibit B. The performance of Products and Services shall begin on or after the execution of this Agreement by the Authority and shall be completed no later than **December 31, 2026**.
3. **Contract. Price and Payment.**
  - a. The Authority will pay the Contractor as defined in Exhibit C – *Payment to Contractor* ("Exhibit C") attached and incorporated into this Agreement.
  - b. Final payment shall be made upon the satisfactory completion and submission of all required work and documents as specified in Exhibit A, Exhibit B, and Exhibit D – *Performance Measures and Incentive Pay* ("Exhibit D") attached and incorporated into this Agreement.



- c. WORK PERFORMED OR PROVIDED PRIOR TO THE TERMS OF THIS AGREEMENT SHALL NOT BE ELIGIBLE FOR PAYMENT UNDER THIS AGREEMENT.
4. **Permits and Licenses.** The Contractor shall be responsible for obtaining any and all permits, licenses, and other proper authorization or permission-related documents required for the performance of this Agreement.
5. **Insurance.** The Contractor shall maintain professional liability or self-insurance sufficient in the amount to provide coverage for any errors or omissions arising out of the performance of this Agreement. If, during the term of this Agreement, changed conditions should, in the judgment of the Authority, render inadequate the Contractor's current insurance or self-insurance limits, the Contractor will furnish to the Authority proof of additional insurance or self-insurance as may be required. All insurance or self-insurance required under this Agreement shall be acquired at the Contractor's expense, under valid and enforceable policies, issued by insurers of recognized responsibility. The Authority reserves the right to reject any insurer as unacceptable.
6. **Record Keeping.** The Contractor and the Authority shall maintain such personnel records as are deemed necessary by the Authority to assure a proper account for all engagement costs. These records will be made available for audit purposes to the Authority and the Auditor General of the State of Michigan, or any authorized representative, and will be retained for seven years after the expiration of the Agreement unless permission to destroy them is granted by both the Authority and the State of Michigan.
- If, at any time before the expiration of the records retention period of this Agreement, it is determined that the terms of this Agreement were not complied with or a claimed cost is disallowed following an audit, the Contractor shall immediately repay the funds at issue to the Authority. If an audit identifies any questioned costs in connection with the project, the Contractor shall forward to the Authority copies of schedules of findings and questioned costs, accompanied by a check made payable to the Authority in an amount equal to the funds which the Contractor received pursuant to this Agreement that are deemed a disallowed reimbursement through the audit including any fees or costs assessed by HUD or any other Federal or State financing agency.
7. **Nondiscrimination.** In accordance with the Elliott-Larsen Civil Rights Act, 1976 PA 453,

MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, the Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of this Agreement.

8. **Failure to Perform.** In the event the Contractor fails to perform Products and Services required under this Agreement or performs Products and Services in an improper manner, the Parties agree that the damage that the Authority will sustain as a result thereof will be substantial and difficult, if not impossible, to ascertain. Therefore, the Parties agree that in the event the Contractor either fails to completely perform Products and Services or performs Products and Services in an improper manner, the Authority shall be entitled to a credit against the Contractor's current unpaid billings for amounts previously paid to the Contractor after the Contractor's non-performance or improper performance. For the purposes of the foregoing, the Parties agree that the Authority shall have sole discretion in determining the adequacy of the Contractor's performance and the amount of credit to be taken. The damages for the Contractor's inadequate or improper performance, as provided in this Agreement, shall not be exclusive but shall be in addition to any other damages which the Authority may be entitled to for the Contractor's default under this Agreement.
9. **Assigned Personnel.** The Contractor warrants that the personnel it will assign to perform the Products and Services under this Agreement shall possess the requisite education, competence and experience. The Contractor further acknowledges and agrees that such personnel may be subject to the evaluation and approval of the Authority, who shall retain the right to determine the sufficiency of the education, competence and experience of the personnel assigned to perform the Products and Services identified in Exhibit A and Exhibit B attached and incorporated into this Agreement.

10. **Project Representatives.** The Contractor designates the following individual as project representative for all matters concerning this Agreement:

Denise Soldenski  
Director of Housing & Neighborhood Development  
544 N Saginaw, #109  
Lapeer, Michigan 48446  
Phone: 810-245-4221  
Email: dsoldenski@ci.lapeer.mi.us

The Authority designates the following individual as **Contract Administrator**/project representative to be the initial point of contact for all matters concerning this Agreement:

Dace Koenigsknecht  
Authority Buyer  
735 East Michigan Avenue  
Lansing, MI 48912  
Email: KoenigsknechtD1@michigan.gov

Except for changes to the performance schedule (not including the project's completion date), the designated project representatives shall have no authority to make promises or binding obligations on behalf of the Authority, as such authority rests with the duly authorized persons executing this Agreement.

11. **Employees of Contractor or Key Persons.**

- a. Definition of Key Persons. "**Key Persons**" shall be defined in this Agreement as adult individuals age 18 and older performing the Products and Services pursuant to this Agreement, and
- (a) have signed this Agreement on behalf of the Contractor and/or (b) are listed in Exhibit F – *Key Persons* ("Exhibit F") attached and incorporated into this Agreement. Key Persons include the names of all employees, agents and independent contractors of the Contractor who perform or render Products and Services pursuant to this Agreement.

If approved by the authority, the Contractor may employ a Key Person under the age of 18 in a limited capacity. A key person who is not 18 years of age or older, will not be granted access to any systems required to provide services under this contract.

- b. Performance of Products and Services. The Contractor acknowledges that only Key Persons shall perform the Products and Services under this Agreement.
- c. Exhibit F - Key Persons. If the Contractor (or Subcontractor) wishes to add an agent, employee, or independent contractor as Key Persons during the term of this Agreement, the Contractor shall complete and submit to the Authority an

additional or revised Certificate Verifying Project Personnel of the Contractor / Subcontractor ("Certificate"), attached to this Agreement as Exhibit F, for that employee, agent, or independent contractor.

- d. 2007 PA 95, MCL 38.68c. The Contractor and its employees, agents, and independent contractors acknowledge 2007 PA 95, MCL 38.68c, as amended, requires retirees of the State Employees Retirement System (i.e., former state employees who have pensions with the State of Michigan) ("Pensioned Retirees") who become employed by the State, either directly or indirectly through a contractual arrangement with another party, on or after October 1, 2007, to forfeit their state pension for the duration of their reemployment. Effective October 2, 2010, "employed by the state" includes engagements of pensioned retirees as independent contractors.

Pensioned retirees who provide or render Products and Services under this Agreement as Key Persons must forfeit their pensions during the term of this Agreement if the pensioned retiree (a) is employed by the State, (b) is employed by the Contractor, (c) is a holder of an ownership interest in the Contractor, (d) is a subcontractor of the Contractor, or (e) is an employee of a subcontractor.

The Contractor acknowledges and agrees to secure the Authority's prior written consent before retaining, employing or subcontracting with a pensioned retiree to perform Products and Services under this Agreement. Retaining, employing or subcontracting with a pensioned retiree to perform Products and Services under this Agreement without the Authority's prior written consent shall be (a) a material breach of this Agreement and (b) grounds for the Authority to terminate this Agreement and provide notice to the Office of Retirement Services that the retiree has received pension payments and payments directly or indirectly through this Agreement.

**If the Contractor employs or retains a pensioned retiree as Key Persons or subcontracts with a pensioned retiree, the Contractor must submit a copy of the pensioned retiree's directions to the Office of Retirement Services ("ORS") to withhold the retiree's pension payments during the term of this Agreement. Find more information on the ORS website: <http://michigan.gov/ORS>.**

The Contractor and the pensioned retirees it employs acknowledge and agree that neither the State, nor the Authority, nor its employees, directors, agents nor

board shall be liable to the Contractor or pensioned retiree for the forfeiture of the retiree's pension payments during or after the term of this Agreement. The Contractor and pensioned retiree acknowledge that the Authority has no responsibility to confirm whether the ORS has or will forfeit the retiree's pension.

12. **Conflicts of Interest.** The Contractor acknowledges that its employees, members, shareholders, agents, or independent contractors, or subcontractors and their employees, members, shareholders and agents, prior to or during the term of this Agreement are not employees of the State of Michigan or its units. Prior to the execution of this Agreement, the Contractor acknowledges and confirms that it has delivered to the Authority a written list of all interests of the Contractor, or its officers and employees, which may create conflicts between the interests of those entities or parties and the interests of the Authority. Should a constructive or actual conflict of interest arise during the term of this Agreement, the Contractor shall contact the Authority's Director of Legal Affairs immediately and describe in detail the conflict of interest.
13. **Prohibited Methods and Procedures.** The Contractor and its agents, subcontractors, employees, and representatives, in the course of the performance of Products and Services under this Agreement, shall not specify, recommend, use, or permit the use of any system, method, plan, design, process, procedure, patent, or copyright which, if used, infringes upon a proprietary interest or necessitates the payment of any royalty, fee, or commission. The Contractor shall not use or permit the solicitation for or securing of any agreement or employment in connection with this Agreement upon an agreement or arrangement for payment, either directly or indirectly, of a commission, percentage, brokerage, or contingent fee.

If Federal funds are used to pay the Contractor under this Agreement, no part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the

public business. 18 U.S.C. § 1913 (2002).

14. **Participation in Other Authority Programs.** With the exception of providing Products and Services to the Authority as described in Exhibit A and Exhibit B of this Agreement, neither the Contractor nor the Contractor's employees, agents, officers, directors, shareholders, members or subcontractors will participate in Authority housing programs or do business with the Authority under any program in which the Authority has a direct or indirect relationship without securing approval from the Authority's Director of Legal Affairs and the Authority's Director of Rental Assistance and Homeless Solutions.

15. **Indemnity and Non-Limitation. Mich. Const. art. IX, § 18.** The Contractor agrees to defend, indemnify and hold harmless the Authority from any claims, damages or expenses, including reasonable attorneys' fees, arising or alleged to arise in whole or in part from damage or injury caused by or resulting from any action or inaction of the Contractor, its agents or employees, or sustained in connection with the violation of any law, statute, ordinance or regulation by the Contractor, its agents or employees, or sustained in connection with the performance of this Agreement by the Contractor, its agents or employees, or sustained as a result of any breach of this Agreement by Contractor.

In any and all claims against the Authority or any of its officers, agents, or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation in the amount or type of damages, compensation, or benefits payable by or for the Contractor or by or for any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts..

16. **Nonassignability and Delegation.**
- a. The Contractor shall not assign or otherwise transfer any interest in this Agreement or in the project in any manner not provided for in this Agreement.
  - b. The Contractor shall not delegate any duties or obligations under this Agreement to a subcontractor or independent contractor unless the Authority's Contract Administrator, Director of Legal Affairs, and Director of Rental Assistance and Homeless Solutions have given written consent to the delegation. When submitting the request to subcontract, the Contractor shall include the following information about the subcontractor:

- i. Name of Subcontracting Firm;
    - ii. Work that will be subcontracted;
    - iii. Names of individuals who will perform the subcontracted work;
    - iv. Subcontractors project representative and/or Project Person; and
    - v. List any and all Authority programs through which the subcontractor or the subcontractor's employees, officers, directors, members, shareholders or officeholders participate.
  - c. In the event the Contractor retains a subcontractor in accordance with Section 16b above, the Contractor shall insert into each subcontract executed in connection with this Agreement appropriate and enforceable provisions requiring compliance with this Agreement by the subcontractor and the persons acting for it. Throughout the performance of any subcontracts, the Contractor shall monitor and verify the compliance of all subcontractors and persons acting for them and shall immediately take any affirmative or remedial measures prescribed by the Authority or otherwise deemed necessary in the opinion of the Contractor for enforcing compliance under such subcontracts.
  - d. **Delegation of duties or obligations under this Agreement to a subcontractor or independent contractor without the prior written consent of the Authority's Contract Administrator, Director of Legal Affairs, and the Director of Rental Assistance and Homeless Solutions shall be a material breach of this Agreement.** In the event a subcontractor is approved by the Authority's Contract Administrator, Director of Legal Affairs, and the Director of Rental Assistance and Homeless Solutions, the Key Persons for the subcontractor shall be subject to the requirements set forth in Section 11 (Employees of Contractor or Key Persons) of this Agreement, including, but not limited to, the restrictions on pension payments if a pensioned retiree is a Project Person of the subcontractor or an independent contractor retained by the Contractor.
17. **Suspension and Debarment.** Pursuant to 1980 PA 278; MCL 423.322 *et seq.*, the Contractor, in performing this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name has been listed in the register maintained by the State of Michigan, Department of Licensing and Regulatory Affairs, of employees who have been found in contempt of court by a federal court of appeals, on not less than three occasions involving different violations during the preceding seven years, for failing to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C § 158.

The Authority may void this Agreement if the name of the Contractor or the name of a subcontractor, manufacturer, or supplier used by the Contractor in performing this Agreement subsequently appears in the register during the period of this Agreement.

The Contractor certifies, by signing this Agreement, that it possesses business integrity and that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in grants or contracts by any federal, state, or local department or agency.

The suspension of the Contractor by the State of Michigan, an agency of the State, or a department of the Federal Government, shall be at the option of the Authority, a material breach and grounds for the immediate termination of this Agreement.

18. **Independence of Contractors.** The Authority shall retain the Contractor as an independent contractor, and the Contractor hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. Nothing in this Agreement shall be construed to create the relationship of employer and employee between the Authority and the Contractor or any of its employees or agents. **The Contractor, its employees and subcontractors, shall be deemed at all times and for all purposes to be independent contractors.** The Contractor acknowledges and agrees that all payments by the Authority to the Contractor shall be made without deduction for federal, state or local income taxes, social security taxes and similar items, and that the Contractor shall be solely responsible to report income under this Agreement to the Internal Revenue Service and other appropriate taxing authorities and to pay such taxes (including, without limitation, being solely responsible to make periodic estimated payments of such taxes in accordance with applicable law). The Contractor further acknowledges and agrees that all payments under this Agreement to the Contractor by the Authority shall be reported to the Internal Revenue Service and other appropriate taxing authorities on Form 1099 (or equivalent or replacement forms). Finally, the Authority acknowledges that the manner and means of producing the Products and Services described in Exhibit A and Exhibit B are under the control and at the discretion of the Contractor.
19. **Ownership of Documents, Reports and Other Products.** All documents, reports and any other products developed and/or delivered to the Authority under this Agreement shall become and be the property of the Authority.



20. **Disclosure of Information.** Other than as contemplated by this Agreement, the Contractor, its agents, and subcontractors, without the prior consent of the Authority shall not:
- a. disclose information or documents created or maintained in connection with this Agreement to anyone;
  - b. use information or documents created or maintained in connection with this Agreement to further any private interest.

**Use or disclosure of documents or information without the prior written consent of an authorized officer of the Authority shall be a material breach of this Agreement.**

21. **Modifications.** The Authority or the Contractor may request modification of the scope of work, products, budget, or project work schedule to be performed by the Contractor. Modifications shall comport with the intent and purpose of this Agreement and shall be consistent with applicable state and federal regulations, limitations, guidelines, policies, and interpretations prescribed by the Authority pursuant to law. All requests for modification shall be submitted in written form by the duly authorized representative, as specified in Section 10, of the party requesting modification prior to modification implementation. Failure to obtain prior approval will result in the disallowance of expenditures.

**No verbal representation, understanding, agreement, or interpretation of any officer, agent, employee of the Authority or Contractor, either before or after execution of this Agreement, shall modify any of the terms of this Agreement, unless such representation, understanding, agreement, or interpretation is expressly stated in this Agreement or an amendment to this Agreement executed by both parties.**

22. **Termination of Agreement.** Termination is the cancellation of this Agreement, in whole or in part, at any time prior to the date of completion.
- a. Termination for cause. The Authority may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the terms and conditions of this Agreement. The Authority will promptly notify the Contractor in writing of the

termination and the reasons for the termination, together with the effective date. Payments made to the Contractor or recoveries by the Authority under this Agreement when it is terminated for cause will be in accordance with the legal rights and liabilities of the parties.

- b. Termination for convenience. The Authority or the Contractor may terminate this Agreement in whole or in part when the Parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The Parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. An amendment of the terms of this Agreement is required for all terminations for convenience.
- c. Termination by Contractor. At any time prior to the first payment on the Agreement, the Contractor may, with written notification to the Authority, unilaterally cancel this Agreement. Once initiated, no Product or Services financed with Authority assistance shall be terminated by the Contractor prior to satisfactory completion without approval of the Authority. After the first payment, the Product or Services may be terminated, modified, or amended by the Contractor only by mutual agreement of the Parties. Termination requests prior to completion of the Product or Services must fully explain the reasons for the action and detail the proposed disposition of the uncompleted Product or Services.
- d. Termination of Agreement for Unavailability of Authority or Federal Funds. It is the intent and understanding of the Parties that this Agreement is contingent upon the availability of Authority or Federal funds or the receipt by the Authority of Federal funds. If Authority funds or Federal funds approved or obligated by the Authority in connection with this Agreement are at any time rendered unavailable, the Authority shall then have the right to terminate this Agreement by the giving of a written notice, the basis, and the effective date of the termination to the Contractor. Should this Agreement be terminated by reason of the unavailability of Authority or Federal funds for the purposes of this Agreement, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Contractor under this Agreement prior to the effective date of the termination shall be delivered in a format specified by the Authority.

In the event of termination under this section for lack of Authority or Federal funds, the Contractor shall be entitled to receive payment for Products and Services

incurred under this Agreement prior to the effective date of termination.

- e. Commitments. If this Agreement is terminated, the Contractor will not incur new obligations for the terminated portion after the effective termination date. The Contractor will at its own expense cancel any outstanding obligations. Costs incurred after the effective date of the termination will be disallowed. In the event of termination, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Contractor under this Agreement prior to the effective date of termination shall become the property of the Authority. The Contractor will provide all finished and unfinished material as previously described within 30 days of terminating. However, the Contractor will be entitled to retain copies. The Contractor, in the event of termination under this provision, is entitled to receive reimbursement for Products and Services satisfactorily performed under this Agreement prior to the effective date of such termination. Notwithstanding the foregoing, the Contractor shall not be relieved of its liability to the Authority for the damages sustained by the Authority as the result of any breach of this Agreement until the Authority so releases the Contractor and has determined for the purpose of set-off the exact amount of damages due the Authority.
- f. End of the Agreement. If the Authority offers the Contractor an extension or new contract and the Contractor chooses not to enter into the extension or new contract, the Contractor must notify the Authority in writing no less than one hundred and twenty (120) days before the expiration of the current contract. If the Contractor provides less than a 120-day written notice to the Authority, the Parties agree to execute an amendment to the terms of this Agreement that requires the Contractor to provide services for a period of time specified by the Authority or until a replacement Contractor enters into a contract with the Authority to serve the geographical region, whichever occurs sooner.

- 23. **Severability of Provisions**. It is declared to be the intent of the parties that if any provision of this Agreement executed by both parties or its application to any persons or circumstances is adjudged by any court of competent jurisdiction to be invalid, the court's judgment shall not affect or invalidate the remainder of this Agreement nor its application to other persons or circumstances, unless so provided by the court or unless the severance of the invalid provision alters the basic intent or purpose of this Agreement, would cause an increase of the Authority's financial obligation, or renders

impossible the compliance with any applicable statute, regulation, limitation, guideline, policy.

24. **Michigan Law.** This Agreement shall be governed by the laws of the State of Michigan and shall be binding upon the Contractor's successors, assigns, and legal representatives. All records pertinent to this Agreement are subject to public disclosure under the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.* The Contractor shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.

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**IN WITNESS WHEREOF** the Authority and the Contractor have executed this Agreement as of the date first above written.

**CITY OF LAPEER**

**By:** \_\_\_\_\_

Denise Soldenski  
Director of Housing & Neighborhood Development

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

**By:** \_\_\_\_\_

Amy Hovey  
CEO & Executive Director

**CONTRACT NO. 21-12-HCV**

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

**AGREEMENT FOR PROFESSIONAL SERVICES WITH**

**CITY OF LAPEER**

**EXHIBIT A SCOPE OF WORK**

**RESERVED**

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH  
CITY OF LAPEER

EXHIBIT B  
SCOPE OF WORK – HCV AGENT

I. Overview

**2026 Housing Choice Voucher Service and Administration**

The Contractor will provide Housing Choice Voucher (“HCV”) administration services to the HCV Applicants and Participants, Landlords, Authority staff and Community Service Providers. Services shall be provided according to the guidelines of the Department of Housing and Urban Development (“HUD”), the Authority’s Standard Operating Procedures (“SOP”), as amended, as well as the Administrative and Public Housing Authority Plans.

The Contractor will provide services to meet the comprehensive needs of HCV Applicants and Participants as set forth in: (a) this Scope of Work, (b) Exhibit C - *Payment to Contractor*, and (c) Exhibit D - *Performance Measures and Incentive Pay*, attached and incorporated into this Agreement.

**Changes to Scope of Work Required by HUD or the Authority**

The Contractor acknowledges that new, revised, or amended policies, mandates, procedures, requirements or programs imposed by HUD or adopted by the Authority may require the revision or amendment of the services described in this Agreement. Such changes shall be deemed to be within the Scope of Work and shall not result in an increase in fees if the Authority reasonably determines that changes to the Scope of Work are required by HUD or arise from programs or initiatives adopted by the Authority.

II. Service Requirements

**A. Objectives.** The Contractor must perform services as detailed in this Agreement while ensuring quality customer service. Specifically, the Contractor must satisfy the following objectives:

1. Provide quality and necessary services to the HCV Applicants and Participants and other Community Partners including, but not limited to, Authority staff, Landlords, Continuums of Care (“COCs”), and Service Providers.
2. Provide those above-mentioned Services at a high performing level based on Exhibit D, Performance Measures and Incentive Pay attached and incorporated into this Agreement.

**B. Tasks & Activities.** To achieve the objectives, the Contractor shall perform the

following activities:

The Contractor shall perform all tasks and services as indicated in the Authority's SOP for the Division of Rental Assistance and Homeless Solutions located at the Program Portal found at:

[https://stateofmichigan.sharepoint.com/teams/MSHDA/RAHS\\_HCV\\_01/SitePages/Home.aspx](https://stateofmichigan.sharepoint.com/teams/MSHDA/RAHS_HCV_01/SitePages/Home.aspx)

Login and password to be provided by Authority staff at the time of contract execution.

- 1. Office Requirements and Required Hours.** The Contractor must maintain a business office open to the public in one of the two counties with the largest number of vouchers allocated to the Contractor within a Prosperity Region. The business office must be open to the public and the contractor must answer incoming calls during this timeframe, with minimal phone calls going to voicemail for a minimum of 20 hours per week during normal business hours to address walk-ins and scheduled appointments.

The business office must be open to receive and return phone calls 40 hours per week during normal business hours. The Contractor must be available to Authority staff by cell phone or direct phone line a minimum of four (4) hours per day Monday through Friday for Authority use only. No later than January 1, 2026, the Contractor must provide Authority staff with the weekly schedule that the Contractor will hold open office hours and answer incoming phone calls live as prescribed above, as well as an email address that is available to the public. The Authority will make weekly office and phone schedules publicly available on its website.

Proposed business office locations, and any subsequent office location changes, are to be submitted for Authority review and approval. The Authority reserves the right to approve business office locations and public meeting spaces. The Authority will consider exceptions to the business office location requirements based on the following criteria:

- a. Contractor has a current office within the Prosperity Region and is bound by a long-term lease; or
- b. The county the Contractor is requesting for its office location has a voucher allocation that is close in number to the counties with its two largest voucher allocations; or
- c. If the Contractor has one or two counties in an adjacent Prosperity Region, an additional office may not be required; or
- d. Other circumstances as approved by the Authority.
- e. A business office is defined as:
  - i. an office open to the public for a minimum of 20 business hours per week in which the Contractor and/or Contractor's staff is readily accessible by phone and to walk-in traffic;
  - ii. staffed by personnel knowledgeable of the HCV Program;



- iii. includes a private meeting space;
  - iv. complies with all applicable American with Disabilities Act requirements, including but not limited to those identified in PIH Notice 2003-31;
  - v. complies with all applicable federal, state and local requirements by authorities with jurisdiction; and
  - vi. Residential business offices must meet all of the above criteria as well as contain an office entrance separate from the private residence and meet all local home business zoning requirements. A local zoning official must verify in writing that the office meets home business zoning requirements.
- f. The original participant files must be housed in one or more of the Contractor's business offices.
- i. All original participant files must be stored in fireproof cabinets (Underwriters Laboratories - UL rated file cabinets) and/or the Contractor must have a fire suppression system in place; Selected office must be compliant with requirements outlined in Exhibit E;
  - ii. Contractors operating in multiple Prosperity Regions may designate one central business office to maintain all original participant files; and
  - iii. Business offices not containing files must be staffed with personnel knowledgeable about the HCV Program and have technology suitable to access the tenant file at the central office.
- g. The Contractor is required to arrange public meeting space in all counties in which vouchers are awarded and no business office is maintained. Appropriate public meeting spaces could include, but are not limited to: libraries, DHS office, or Michigan Works offices.
- i. The public meeting location must be available to meet applicants, participants, landlords and Authority staff by appointment in a timely manner and must include a private meeting space.
  - ii. The Contractor must submit the location, to include physical address, for each public meeting space by March 1, 2026 for the Authority's review and approval and promptly notify the Authority of any subsequent changes.
- h. The Authority and the Contractor will acknowledge that the establishment, confirmation, and approval of office hours are required to address HUD's concerns that those administering the Program shall be accessible to Applicants, Participants, Landlords, and Authority Staff. The Authority reserves the right to approve business office locations and public meeting spaces.
- 2. Customer Service.** The Contractor and Contractor's staff are required to maintain a professional customer service relationship with all partners by establishing policies and procedures to meet the following requirements:
- a. Treat in a professional manner all applicants, participants, partnering agencies, landlords, and Authority staff with dignity and respect at all times. Contractor and Contractor's staff must not intimidate, threaten, harass or abuse their authority in any way.
  - b. Maintain office hours as required in this Scope of Work.

- c. Ensure all applicants/participants, landlords, and partners are provided information regarding office hours. Agency name and office hours must be posted and clearly visible at the physical location.
  - d. Be available outside of standard business hours to accommodate appointments and other special requests.
  - e. Assist participants with disabilities in meeting the requirements to participate or continue participation on the program.
  - f. Monitor and prioritize calls and emails daily and respond within two business days. Emergency situations must be dealt with on a case-by-case basis, generally within twenty-four hours of notification.
3. The following activities and tasks shall be provided to HCV Applicants and Participants and other partners in accordance with the SOP, as well as the Administrative and Public Housing Authority Plans. Activities and tasks include but are not limited to:
- a. Maintaining Project Based Waiting Lists (if the Region selected for administers Project Based Developments).
  - b. Verifying eligibility of Waiting List Applicants. When the Applicant's name is selected from the Waiting List, the Contractor shall determine HCV program eligibility.
  - c. Briefing Applicants and issuing Vouchers by following HCV guidelines. This includes:
    - i. Explaining the HCV program and its benefits to HCV Applicants;
    - ii. Having the proper paperwork required for Applicants to complete;
    - iii. Answering any questions from Applicants; and
    - iv. Issuing Vouchers to begin the leasing process.
  - d. Executing a Housing Assistance Payment ("HAP") Contract between the Authority and Landlord by following the HCV program guidelines. This includes but is not limited to:
    - i. Verifying 40% affordability is met;
    - ii. Inspecting the unit per the Housing Quality Standard ("HQS") guidelines, and re-inspecting if necessary;
    - iii. Entering data into the Authority's database software system; and
    - iv. Generating and executing all required forms for a HAP contract while meeting Authority established deadlines.
  - e. Perform a yearly Annual Re-Examination for each active, assigned Participant by following HCV program guidelines as established below:
    - i. Satisfy the conditions and requirements to re-qualify the Participant for the HCV program by using current verification processes to determine continued eligibility;
    - ii. Enter data of Annual Re-Examination into the database software system for payment approval by established Authority deadlines.
  - f. Perform a biennial HQS inspection for each active, assigned Participant by following HCV program guidelines as established below:

- i. Inspect the unit using HQS guidelines, including ensuring that all units are inspected within 730 days of the last inspection;
  - ii. Follow HCV guidelines for failed inspections, and process abatements if needed; and
  - iii. Enter HQS only transactions into the database software system by program deadlines.
- g. Process any HCV Participant moves, transfers, income or family compositions changes, ownership or contract rent changes, portability, and cancellations by following the HCV guidelines for those processes.
- h. Miscellaneous activities necessary such as:
  - i. Correcting errors on paperwork within ten (10) business days,
  - ii. Responding to emails, phone calls, and letters in a timely manner; that is no later than two (2) business days; providing any information, reports, or data requested from Authority staff;
  - iii. Responding within twenty-four (24) hours to urgent inquiries such as life-threatening HQS deficiencies and VAWA requests;
  - iv. Maintaining paperwork in accordance with HCV requirements in the Participant file; and
  - v. Attending all required meetings and/or trainings.
- i. Encourage participation and distribute Family Self-Sufficiency ("FSS") and Key to Own ("KTO") Program brochures by following the HCV guidelines.
- j. Maintain knowledge of all Authority Programs and Services available in the Contractor's assigned regions/counties.
- k. Maintain knowledge of the Authority's SOP via the Program Portal.
- l. Return of Equipment and Documents. Upon request of the Authority or upon termination of this Agreement by either party, the Contractor will return all property of the Authority including, but not limited to computer equipment, records, files, documents, correspondence, manuals, seminar materials, keys, and all other documents, records and data, in written and electronic form, that are the property of the Authority within five (5) days of notification by the Authority.
- m. Manage Quality Control of HQS inspections for caseload.
  - i. Each inspector must complete all required trainings and pass all required tests for HQS inspectors.
  - ii. Perform quality control inspections on each inspector for the housing agent and maintain records of the quality control inspections.
  - iii. Maintain a logbook for all inspectors including copies of any certificates received, the required first 25 inspections completed for new inspectors during this contract period, verification of trainings taken, and verification of Housing Agent audit inspections completed on the inspector.

If the Authority determines the Contractor's customer service is not meeting

contract requirements, the Contractor will be issued a notice in writing. If problems persist, a customer service action plan will be developed which could include the requirement to attend customer service training at the expense of the Contractor. If after customer service training, the problems continue, this may be considered a breach of contract.

- n. **Community Partnerships.** The Contractor must submit a Communication Plan ("Plan") developed with each Housing Assessment and Resource Agency ("HARA") within their assigned Region(s):
  - i. The Plan must be developed with the HARA and include the roles and responsibilities that each agency will perform while assisting the Housing Choice Voucher Program applicants/participants. If after efforts to create a Plan with the HARA are unsuccessful, the Authority will facilitate this process.
  - ii. The Plan must be signed by both the Contractor and the HARA Executive Director. The HARA may instead opt to submit a support letter in conjunction with the Plan signed by the Contractor.
  - iii. The Plan must be submitted to the Authority's Resource Specialist by March 1, 2026. If the Authority requires changes, the Contractor must complete and return the Plan within a deadline specified by the Authority.
  - iv. If significant change(s) occur to the Plan during the term of this Agreement, an updated Plan must be submitted to MSHDA in a timely manner.

The Plan must include, but is not limited to the following:

- i. Designation of a HARA staff person(s) and Contractor staff person(s) as a point of contact for partners, e.g., applicants/participants, landlords, COCs, and referring agencies.
  - ii. The Contractor and the HARA will develop a meeting schedule that outlines the frequency and type of planned communications they will have with each other. Meetings will be held quarterly and may be held in person or by teleconference. One meeting must be face-to-face annually, which may be conducted via video conference.
  - iii. Detail of roles and responsibilities of Contractor and HARA needed to conduct routine business effectively. Outline a method that is designed for your community to assist applicants/participants in navigating the HCV Program.
  - iv. Describe an outreach procedure to communicate the opening of waiting lists in the designated community.
  - v. For communities with Project-Based Vouchers, describe how the Contractor will communicate to the Lead Agency and Management Company that Waiting Lists need more applicants.
- C. Changes in the Allocation of Vouchers.** The Contractor acknowledges that the Authority retains the right to change the number of Vouchers assigned to the Contractor on any of, but not limited to, the following grounds:
  - 1. A reduction of Vouchers assigned by HUD to the Authority;
  - 2. A reduction in funding received by the Authority for the Housing Choice Voucher Program;

3. An increase in expenses incurred by the Authority for the Housing Choice Voucher Program;
4. Authority initiatives, programs, or transactions that require, in the sole opinion of the Authority, a transfer and/or reassignment of Vouchers;
5. HUD requires the assignment of a Voucher or Vouchers to another PHA;
6. The Authority determines that reallocating Vouchers will enable the Authority to administer the Housing Choice Voucher Program more effectively and/or efficiently. This ground includes, but is not limited to, decisions by the Authority to transfer vouchers to resolve conflicts between a landlord or landlords and the Contractor that the Authority determines to be irreconcilable;
7. The Contractor acknowledges that the allocation of Vouchers to the Contractor does not create for the Contractor a vested right to administer a certain number of vouchers;
8. Increasing Assigned Vouchers. The Authority may require the Contractor to increase the number of Vouchers to which the Contractor is assigned; or
9. Assignment of additional Vouchers for Rental Assistance Demonstration properties, Project-Based Voucher developments, absorptions of other PHAs, and any other ACC increases will be awarded based on a schedule determined by the Authority.

**D. Authority and HUD Requirements:** In performing its duties and responsibilities as specified in this Agreement, the Contractor will comply at all times with all applicable HUD and Authority rules, regulations, and requirements, including Equal Opportunity rules. Additionally, the Contractor is responsible for complying with the following:

1. Identity Theft Protection Act (2004 Public Act 442, as amended by Public Act 566 of 2006).
2. Social Security Number Privacy Act (Public Act 454 of 2004).
3. 3.7.1 Best practices would include: NIST 800 series guidelines located at <http://www.csrc.nist.gov/publications/nistpubs/> especially 800-64, 800-53.
4. Federal Information Processing Standards located at <http://www.itl.nist.gov/fipspubs/index.htm>.

**E. File Maintenance and Security:**

1. **Equipment Provided by Authority.** The Authority and Contractor acknowledge that the Authority has no obligation to the Contractor to provide, replace, or repair computers or peripherals such as monitors, modems, and printers.
2. **File Security.** All files held by a Contractor in a respective office must be in fireproof cabinets and/or the office must have a fire suppression system in place. The files must be able to be secured from the general public either by containing

locking mechanisms with keys provided to only Key Persons, or located in a locked room. All files must be labeled CONFIDENTIAL.

3. **Use of Compatible Hardware and Software.** The Contractor shall have licenses for and use software that is compatible with the software used by the Authority's Housing Choice Voucher Program. The Contractor shall use hardware that is compatible with the software and hardware used by the Authority. The Contractor shall have and maintain internet access and e-mail that enables the Contractor to render Services. The Contractor shall also have licenses for the programs in versions that are compatible with the Authority's Microsoft Word and Microsoft Excel. The Contractor agrees to secure any upgrades of software and/or hardware that are necessary for ensuring and maintaining compatibility with software and hardware used by the Authority.
  - a. The Contractor shall have antivirus software installed and the version/definition files must be updated daily. In addition, the Contractor is required to scan their computers daily for viruses and have auto-protection and live update enabled.
  - b. The Contractor shall have encryption software (capable of a minimum 128-bit) to encrypt Personal Identifying Information (PII) when transmitted or stored in permanent or removable electronic media, to render PII unreadable.
4. **Removal/Disposal of Personal Data in an Electronic Format.** If the Contractor no longer needs Participant data to render Services, or if the Contractor ceases to provide Services, the Contractor shall remove/dispose Electronic Data and Access Codes (defined below) from any and all storage media that may be used, including but not limited to hard drives, flash drives, CDs, PCs, laptops, DVDs, zip drives, hand-held organizer, and storage services on the World Wide Web. When the Contractor ceases to use a computer, the Contractor shall:
  - a. Ensure that any and all Electronic Data and Access Codes are removed from/disposed of from that computer. Approved removal/disposal methods for electronic records and media include three (3) passes with a disk wiping utility or DOD (Department of Defense) Level 2 compliant equal; incineration, shredding, cutting, drilling, or grinding; and
  - b. "Electronic Data and Access Codes" is collectively defined as (a) any and all Participant data in an electronic format; (b) and all codes, passwords, access keys and any other data that allows the Contractor to connect to and access Database Software (presently Elite). Notwithstanding the foregoing, the Contractor may retain Participant data after the Contractor ceases to provide services only if the Contractor is required to do so to comply with Federal or State law or regulations, a separate contract with a Federal entity or State of Michigan entity, including, but not limited to, the Authority, or an Authority requirement.

If the Contractor believes it is required to retain Participant data, the Contractor shall:

- i. Advise the Authority's Resource Specialist in writing of the requirement; and
- ii. Retain the data in a manner and format described in Section F entitled "Record Keeping, Privacy, and Freedom of Information Act" below. If the Contractor ceases to administer the Services set forth in this Agreement and included Exhibits, the Contractor must send written notice to the Resource Specialist indicating all removal methods have been completed in order to receive any final payments.

5. **Security Awareness.** The Contractor and Key Persons of the Contractor must attend security awareness sessions and complete required forms to perform services for the Authority. The Contractor must complete a Security Plan (see Exhibit E, Security Requirements) upon execution of this Agreement.

#### **F. Record Keeping, Privacy, and Freedom of Information Act.**

1. **Organization of Participant's File.** The Contractor will maintain all Participant files in accordance with HUD Regulations and the Authority's SOP.
2. **Applications, Notification letters, and similar matters.** The Contractor will retain all records of applications, notification letters, and similar matters during the term of this Agreement and renewals or extensions of this Agreement. All such applications, notices, and other such records will be subject to inspection and copying by the Authority or HUD, or any authorized representative of the Authority or HUD. If either party terminates this Agreement, the Contractor will forward all records to the Authority, including, but not limited to, Participant files.
3. **Providing Information and Reports to Authority.** Upon the request of the Authority, the Contractor will furnish any and all requested information or reports with respect to any and all matters relating to this Agreement and the Housing Voucher Program in accordance with the Authority's shipping and tracking procedures. Any and all requested information or reports must be received by the Authority within three (3) business days.
4. **Legal Actions.** The Contractor will forward to the Authority, within three days upon receipt, all requests for documents, including but not limited to notices of subpoenas, lawsuits, causes of action, or charges of any kind to which the Contractor is subject, that arise from the Contractor's actions or lack of action (a) as a contractor for the Authority and (b) pursuant to the authority granted to the Contractor under this Agreement within three (3) business days.
5. **Rights in Data.** The Contractor will not use the State's data for any purpose other than providing the services set forth in this Agreement, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public, to specific third parties or commercially exploited by or on behalf of Contractor, nor will any Key Person of the Contractor other than those on a strictly need to know basis have access to the State's data. The Contractor shall only use PII as strictly necessary to provide the services and shall disclose such information only to its Key Persons who have a strict need to know regarding such information. The Contractor shall comply at all times with all laws and regulations applicable to PII.
6. **Security Breach Notification.** In the event of a security breach, the Contractor

shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. The Contractor shall report to the proper Authority staff in writing any use or disclosure of personal identifying information, whether suspected or actual, other than as provided for by this Agreement within three (3) business days of becoming aware of such use or disclosure.

**7. Securing Personal Identifying Information (PII).** The Contractor shall take reasonable steps in accordance with recommended office practices to prevent the theft of paper and electronic files that contain PII of the Participant. Such steps shall include but are not limited to:

- a. Restricting access to paper and electronic files to only authorized Contractor personnel;
- b. Securing paper files and electronic files to prevent unauthorized access;
- c. Storing paper files and electronic files to prevent unauthorized access of the same; and
- d. To prevent unauthorized access or disclosure during the transmission or storage of PII, encryption (minimum of 128-bit) must be used when moving or storing all PII on any electronic device.

The Contractor shall establish a security plan/policy that ensures that PII is not lost or disclosed accidentally. The Authority reserves the right to inspect files and requires the Contractor to complete their security plan/policy within Exhibit E, Security Requirements for the purpose of confirming the adequacy of the Contractor's security practices. The Contractor agrees to respond to Authority recommendations concerning the security plan/policy to the Authority's reasonable satisfaction. The Contractor agrees to provide Exhibit E, Security Plan upon execution of this Agreement.

- e. **Destruction of Documents.** The Contractor will destroy the following documents in accordance with the schedule described below. Copies of all records for a former Applicant or Participant as long as the original records are in the Authority's offices—such records shall be destroyed no later than one year after the denial or termination of the Participant's Voucher.

When destroying data, whether in paper or electronic form, the Contractor shall ensure that PII is destroyed to the extent that identities of individuals cannot be ascertained. Approved destruction methods for electronic records and paper media include three (3) passes with a disk wiping utility or DOD (Department of Defense) Level 2 compliant equal; incineration, shredding, cutting, drilling, or grinding.

**8. Disclosure of Information and Records.** The Contractor shall not disclose information or documents created or maintained in connection with this Agreement to anyone other than the Contractor's staff assigned to this Agreement or Authority staff, without the direction or prior consent of Authority staff. Neither the Contractor nor its Key Persons or agents shall use information or documents created or maintained in connection with this Agreement to further



any private interest without the prior written consent of the Authority.

9. **Privacy and FOIA.** The Contractor will maintain all records of information on Participants, Families, and Owners in strict confidence and will ensure that the privacy of the household is maintained in accordance with applicable state and federal laws including the state Freedom of Information Act ("FOIA"), the federal Freedom of Information Act, and the federal Privacy Act. The Contractor shall not accept on the Authority's behalf subpoenas, requests to produce documents, or requests for documents or information under the FOIA or the federal Freedom of Information Act. The Contractor shall inform persons submitting such subpoenas and requests that the Contractor is not authorized to accept or process such documents on behalf of the State of Michigan or the Authority. The Contractor shall, however, respond to requests for HUD-50058 forms in accordance with the Authority's SOP. If the Contractor is a public body or part of a public body, the Contractor can comply with the state FOIA by following its FOIA procedures or the procedures of the public body of which the Contractor is a part.
10. **News Releases.** News releases pertaining to this Agreement, the Work Product developed under this Agreement, or the Services provided under this Agreement will not be made without prior written Authority approval, and then only in accordance with explicit written instructions from the Authority. No results pertaining to this Agreement, the Work Product developed under this Agreement, or the Services provided under this Agreement are to be released without prior approval of the Authority and then only to persons designated. Failure to follow this guideline may result in a material breach of this Agreement.

**G. State and Federal Requirements.**

1. **Covenant Not to Discriminate.** The Contractor will comply with all requirements imposed by Title VIII of the Federal Civil Rights Act of 1968, as amended, the Elliott-Larsen Michigan Civil Rights Act, the Michigan Handicappers Civil Rights Act, and Title VI of the Federal Civil Rights Act of 1964; the regulations of HUD- issued thereunder, 24 CFR, Subtitle A, part 1, Section 1.1 et. Seq.; the requirements of HUD pursuant to the regulations; and Executive order 11063, to the end that, in accordance with the Act the regulations and requirement of HUD thereunder, and the Executive Order, no person will, on the grounds of race, color, creed, religion, handicap, familial status, marital status, or national origin, be excluded from participation in, or be denied the benefits of, the Program or be otherwise subject to discrimination. The Contractor is obligated to comply with this provision to the benefit of the United States, HUD and the Authority, each of which will be entitled to invoke any remedies available by law to redress any contract breach or to compel contract compliance by the Contractor.
2. **Equal Opportunity.** In performing its duties and responsibilities, the Contractor will comply at all times with all applicable HUD and Authority Equal Opportunity rules, regulations, and requirements.
3. **Workplace Safety and Discrimination Harassment.** In performing services for the Authority under this Agreement, the Contractor shall comply with Michigan Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3

regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety, discriminatory harassment, and any applicable state agency rules on these matters that the agency provides to the Contractor. The Michigan Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at <https://www.michigan.gov/mdcs/0,4614,7-147-6877---,00.html>.

4. **No Gifts.** The Contractor will not provide, now or in the future, any gifts, payments or other inducements to any officer, employee or agent of the Authority. The Contractor will not accept any gifts from Owners, Applicants, Participants, or Authority employees.
5. **Unfair Labor Practices.** Pursuant to 1980 Public Act 278, as amended, MCL 423.321, et seq., the Authority shall not award a contract or subcontract to an employer whose name appears in the Register (of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act). A contractor of the Authority, in relation to a contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this Register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the Authority may void any contract if, subsequent to this Agreement, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor, appears in the Register.
6. **Conflict of Interest & 1 Year Lockout.** Note that Agents with administrative functions or responsibility under this Agreement, may not enter into any contract, subcontract, or other arrangement in connection with this Agreement in which any covered individual or entity has any direct or indirect interest (including the interest of any immediate family member), while such person is a covered individual or entity or during one year thereafter.

#### H. Conflict of Interest

1. **Present and Former Authority Members and Public Officials.** No present or former member or officer of the Authority (except participant commissioners), no employee of the Authority who formulates policy or influences decisions with respect to the Program, and no public official or member of a governing body or state or local legislator who exercises functions or responsibilities with respect to the Program, during this person's tenure or for one year thereafter, will have any direct or indirect interest in Housing Assistance Contracts or in any proceeds or benefits arising from them, other than those outlined within the Administrative Services Agreement. HUD may waive this provision for good cause under certain circumstances.
2. **Units Owned, Managed or Listed for Sale by Contractor or Key Persons.**
  - a. **Units Owned, Managed or Listed for Sale by Contractor.** The Contractor shall not own, manage, or lease a unit that is occupied by a Participant. The prohibition against owning a unit occupied by a Participant includes, but is not limited to, the Contractor having an ownership interest in an entity that owns the unit in question.
  - b. **Units Owned, Managed or Listed for Sale by Key Persons.** A Key Person

shall not own, manage, or lease a unit that is occupied by a Participant unless the Contractor receives prior written approval from the Authority's Director of the Division of Rental Assistance and Homeless Solutions.

- c. **Participation in Other Authority Programs.** With the exception of providing Services to the Authority, neither the Contractor nor the Contractor's Key Persons shall participate in an Authority housing program or do business with the Authority under any program in which the Authority has a direct or indirect relationship without securing prior written approval from the Authority's Director of the Division of Rental Assistance and Rental Assistance.
  - d. **Services to Current Participants.** The Contractor and the Contractor's Key Persons shall be prohibited from providing any services to a Participant in consideration for a fee or commission without securing the prior written consent of the Authority's Director of the Division of Rental Assistance and Homeless Solutions.
  - e. **Services to Former Participants.** If a participant no longer receives assistance through the Program, the Contractor and the Contractor's Key Persons shall be prohibited from providing any services to the participant in consideration for a fee or commission. The aforementioned prohibition shall end on the 180th day after the date on which the participant's assistance ends.
  - f. **Breach of Conflict-of-Interest Prohibitions.** A breach of any prohibition described in this Agreement may be declared by the Authority to be a material breach of this Agreement.
3. **List of Potential Conflicts of Interest.** Prior to execution of this Agreement, the Contractor shall list all interests of the Contractor and its Key Persons that may create conflicts between the interests of those entities or parties and the interests of the Authority. The Contractor acknowledges that its Key Persons are not employees of the State of Michigan or its units. Should a conflict of interest arise during the term of this Agreement, the Contractor shall contact the Authority's Resource Specialist immediately and describe in detail the conflict of interest. The Contractor shall follow the recommendations of the Resource Specialist or be in material breach of this Agreement.

#### **I. Criminal and Civil Matters**

1. **Notice of Convictions and Criminal Investigations.** Prior to the execution of this Agreement, the Contractor shall promptly notify the Authority if it, or its officers, directors, Key Persons, or any of the Contractor's independent contractors who perform Services, or their officers, directors, or employees, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. The Contractor shall promptly notify the Authority of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Contractor, or any of the Contractor's Key Persons, members or shareholders, or subcontractors, or any of the Contractor's or its subcontractors' then current officers or directors while performing under this Agreement.

- 2. Notice of Civil Claims.** The Contractor shall immediately notify the Authority of any civil litigation, including subpoenas, lawsuits, cases of action arbitration, proceeding, or judgments, that may have arisen against it, its Key Persons, or its subcontractors during the five years preceding this Agreement, or which may occur while performing under this Agreement, which involve:
- a. Services or services similar to those provided to the Authority under this Agreement, or
  - b. A claim or written allegation of fraud against the Contractor, the Key Person, or any subcontractor, arising out of their business activities, or
  - c. A claim or written allegation that the Contractor, the Key Person, or any subcontractor violated any federal, state or local statute, regulation or ordinance.

Multiple lawsuits and or judgments against the Contractor, Key Person, or the Contractor's subcontractor(s) shall be disclosed to the Authority to the extent they adversely affect the financial solvency or the ability of the Contractor, Key Person or subcontractor to perform the Services in this Agreement.

- 3. Notice Requirements for Criminal and Civil Claims.** All notices under subsection 1 and 2 herein shall be provided in writing to the Authority within five (5) business days after the Contractor learns about any such criminal or civil investigations and within fifteen (15) business days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements that are prevented from disclosure by the terms of the settlement shall be annotated as such.
- 4. Criminal Screenings.** The Contractor acknowledges that the Key Persons listed in Exhibit F shall be subject to certain Criminal Screenings to assure the Authority in its sole discretion that the Key Persons comply with the terms of this Agreement. The Contractor's Key Persons' will be expected to agree to the State of Michigan security and acceptable use policies before the Key Person of the Contractor will be accepted as a resource to perform work for the Authority. The Contractor will present an Exhibit F to the Authority for a prospective Key Person before the Contractor allows the Key Person to perform services under this Agreement.
- 5. Assurances Regarding Key Persons.** In the event that such investigation, Criminal Screening, litigation, arbitration or other proceedings disclosed to the Authority pursuant to Section I, or of which the Authority otherwise becomes aware during the period of performance under this Agreement, causes the Authority to be reasonably concerned about:
- a. The ability of the Contractor, its Key Persons, or its independent contractors to continue to perform in accordance with the terms and conditions of this Agreement, or
  - b. Whether the Contractor, its Key Persons, or its independent contractors in performing the Services is engaged in conduct which is similar in nature to

conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of this Agreement or violation of Michigan or Federal law, regulation or public policy, then:

The Contractor shall be required to provide the Authority with assurances and actions requested by the Authority demonstrating either that:

- a. The Contractor, its Key Persons in question or its subcontractors will be able to continue to perform pursuant to this Agreement in accordance with its terms and conditions; or
  - b. The Contractor, its Key Persons, or its independent contractors will not engage in conduct that is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings while performing Services under this Agreement. Such actions may include the Authority making a request to the Contractor to prevent a Key Person or independent contractor from providing Services or having access to documents and files having a connection with the Services. This Section shall not be construed as affecting or limiting the Authority's right to terminate this Agreement.
- 6. Failure to Comply with Section I.1 (above).** The Contractor's failure to fully and timely comply with the terms of Section I.1 and subsections thereof, including providing reasonable assurances and actions satisfactory to the Authority, may, at the Authority's sole option, constitute a material breach of this Agreement.
- 7. Arbitration.** Any dispute under this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Arbitration Rules for Commercial Financial Disputes in effect at the time, including, if applicable, the Supplementary Procedures for Large, Complex Disputes but excluding the use of the Expedited Procedures (as modified, the "AAA Rules"). Arbitration shall be governed by the Federal Arbitration Act and conducted in the State of Michigan, or any other place mutually agreed upon by the parties. Judgment upon any award rendered may be entered in and specifically enforced by any court having jurisdiction. The award of the arbitrators shall specify in writing the factual and legal basis for the award. All awards shall be limited to the parties' actual damages and the arbitrators shall have no authority to award punitive damages. The Authority and the Contractor will agree to keep all disputes and arbitration proceedings confidential to the extent permitted by law. If a party fails to answer or otherwise acknowledge a demand to arbitrate a dispute in accordance with the AAA Rules, the arbitrators shall enter an award without a hearing in favor of the party demanding the arbitration. The Authority and the Contractor understand and agree that no dispute decided by arbitration may later be pursued before a court except for the purpose of enforcing either:
- a. compliance with the arbitration provision in this Agreement, or
  - b. a final decision by the arbitrators. The Authority and the Contractor will agree that each party shall pay 50% of the fees and expenses for arbitration, excluding attorney's fees. Each party shall pay the cost for its counsel, if any.

## **8. Ownership and Use of Software.**

- a. **Ownership of Software.** The Parties acknowledge that any software provided by the Authority is and remains the property of the Authority.
  - b. **Ownership and Use of Software.** The Contractor agrees not to copy, loan or sell software provided by the Authority, make the software available to other persons or entities (other than employees or Key Persons of the Contractor) or use the software for any purposes other than the performance of Services.
- 9. Ownership of Data, Records, and Work Products.** Any and all data, records, and Work Products shall be deemed the property of the Authority. The Authority has the right to inspect or recall these products for any reason and at any time with notice to the Contractor.

## **J. Notice**

All notices required by this Agreement concerning the Contractor's termination or resignation will be in writing and shall be deemed given when (i) delivered by hand (including courier) or when such delivery is refused, (ii) delivered by registered or certified mail (return receipt requested) or when such delivery is refused, or when (iii) delivered by a nationally recognized overnight delivery service which maintains records of time, place, and recipient of delivery, in each case to the Parties at the following addresses or to other addresses as may be furnished in writing by one party to the other as provided below:

Director, Rental Assistance and Housing Solutions Division  
Michigan State Housing Development Authority  
735 E. Michigan Avenue,  
Lansing, MI 48912

## **III. Standards for Performance**

The Contractor shall perform the tasks/activities and complete the objectives specified above in accordance with the following standards:

- A. The Contractor and its Key Persons must abide by this Agreement in its entirety, including completing all services set forth in this Agreement while ensuring quality customer service:
- B. Satisfy all performance guidelines set forth in Exhibit D:
  1. **Monthly Performance Review.** In accordance with the terms of this Agreement, the Authority shall review the Contractor's performance each month to ascertain the Contractor's compliance with Authority policies and procedures ("Monthly Performance Review"). The criteria for the review are set forth in Exhibit D Section 2.
  2. **Quarterly Field Audit.** In accordance with the terms of this Agreement, the Contractor's performance shall also be reviewed with Quarterly Field Audits on dates determined by the Authority, to ascertain compliance with Authority

policies and procedures. The criteria for the review are set forth in Exhibit D Section 3.

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MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH  
CITY OF LAPEER

EXHIBIT C  
PAYMENT TO CONTRACTOR

**I. MONTHLY PAY PER VOUCHER (BASE PAY)**

The Authority will pay the Contractor a monthly fee for each Voucher under a Housing Assistance Payment ("HAP") Contract in effect on the first day of each month that the Contractor administers. The monthly fee for each Voucher and HAP Contract is the Base Pay. The Base Pay is established prior to the execution of this Agreement.

Throughout the term of this Agreement, the Authority will pay the Contractor the Base Pay of \$ 30.00 for each Voucher that is; (a) under an executed HAP Contract, and (b) approved for payment by the Authority. The Contractor will receive the Base Pay only if the HAP Contract is effective as of the first day of a particular month.

If a HAP Contract is not effective as of the first day of a particular month, the Contractor will receive no payment for that particular Voucher until the following month.

The Authority may reduce the Base Pay if the Department of Housing and Urban Development ("HUD"); reduces the funding to the Authority (i.e., the Administrative Fee) for administering the Program, and/or increased costs are incurred by the Authority for administering the Program. The reduction in the Base Pay shall be an amount determined by the Authority.

**II. DENSITY PAY**

Due to a lack of density and the increased costs associated with HCV service delivery in Prosperity Regions 1, 2 and 3, the Authority will increase the Contractor's rate of pay for vouchers awarded in these Regions as follows:

- Region 1: \$4.00 per month per HCV Participant under a HAP Contract
- Region 2 and Region 3: \$2.00 per month per HCV Participant under a HAP Contract

**III. INCENTIVE PAY**

The Annual Performance Summary, described in Exhibit D and completed by the Authority in January following the 12-month performance period, will show whether the Contractor has met the criteria to receive Incentive Pay.

If the Contractor meets the criteria to receive Incentive Pay for the calendar year as described in Exhibit D, Section 5, the Contractor will receive Incentive Pay of \$1.00 for each Voucher that is; (a) under an executed HAP Contract and (b) approved for payment



by the Authority. If the Contractor's Lease-Up is rated at higher than one hundred percent, Incentive Pay will only be paid for one hundred percent of the overall allocation. No Incentive Pay will be paid for over leasing. Incentive Pay will be paid once the Annual Performance Summary shows the Contractor has met the Incentive Pay criteria and is approved by the Director of the Rental Assistance and Homeless Solutions Division.

The Authority may reduce or eliminate the Incentive Pay if HUD reduces the funding to the Authority (i.e., the Administrative Fee) for administering the Program, and/or increased costs are incurred by the Authority for administering the Program. The reduction in the Incentive Pay shall be an amount determined by the Authority.

#### **IV. SPECIAL FEES**

The Authority may require the Contractor to perform duties beyond the outlined Exhibit B – Scope of Work ("Exhibit B"). When the Authority determines the parameters of these initiatives or additional duties, RAHS Special Fees (Administrative Fees) may be awarded to the Contractor up to, but not exceeding, \$45,000.00 (forty-five thousand dollars).

#### **V. HOMEOWNERSHIP INCENTIVE FEE**

The Authority shall pay the Contractor a bonus of \$500.00 after receiving written notice from the Contractor that:

The Participant has left the Housing Choice Voucher Program;

The Participant no longer receives rental assistance because the Participant has become a homeowner; and

The Authority is able to make contact with the Participant to verify proof of purchase.

The Contractor is not entitled to the fee if the Participant has left the Housing Choice Voucher Program due to a violation of the Voucher Program.

The Authority may reduce or eliminate the Homeownership Incentive Fees if HUD; (a) reduces the funding to the Authority (i.e., the Administrative Fee) for administering the Program, and/or (b) increased costs incurred by the Authority for administering the Program. The reduction in the Homeownership Incentive Fees shall be an amount determined by the Authority.

#### **VI. FINANCIAL PENALTIES**

Errors committed by the Contractor that result in the inappropriate disbursement of HAP/UAP monies cannot be collected through the Authority's standard accounting practices to recapture inappropriately disbursed monies directly from the participant and/or landlord of record. Therefore, if the Authority determines that a voucher file is out of compliance with the requirements for the administration of the Program and the result is the inappropriate disbursement of HAP/UAP monies due to errors committed by the Contractor, financial penalties may be assigned to the Contractor by the Authority.

If the Contractor was not assigned to the voucher file for the duration of the period of non-compliance, financial penalties will only be charged for the time period when the Contractor was responsible for the voucher file after any applicable grace period provided

by the Authority due to the transfer of the voucher file.

The Contractor will be given proper notice of the error including the amount of the financial penalty to be assessed. The Contractor will be given the opportunity to submit an appeal to the Authority to dispute the nature or duration of the error and the financial penalty to be assessed.

1. MSHDA Findings

If an error that meets the criteria within this section is identified by Authority staff or is reported by the Contractor, the amount to be recovered from the Contractor will be the Base Pay fee for the identified voucher files for the duration of the period of non-compliance. The Contractor must work with Authority staff to properly correct the error at the time of notification.

All financial penalties under this section will be assessed at the time of identification but will be accrued throughout the contract year. Full payment of all financial penalties will be recovered by the Authority in the January payment to the Contractor.

2. Third Party Auditor Findings

The amount to be recovered from the Contractor will be the full cost of the of the HAP/UAP inappropriate disbursement for the duration of the period of non-compliance. If the Authority incurs a financial penalty for the inappropriate disbursement HAP/UAP funds, the Authority reserves the right to charge Base Pay penalties to the Contractor in addition to the financial penalty for the inappropriately disbursed HAP/UAP monies.

All financial penalties under this section will be assessed and recovered at the time of identification. Payment will be recovered from the Contractor in one of the following ways: (a) Recovery of the full amount from the next monthly payment to the Contractor; or (b) The Contractor pays the Authority the full amount via check or money order. If the amount to be recovered is deemed to be a financial hardship by the Contractor, a payment plan may be established with the Authority for the full repayment of the funds owed.

## **VII. BILLING PROCEDURES**

The Authority will initiate the billing process each month by generating a program in Elite and forwarding to appropriate Authority staff to submit for release of payment. A report developed in Elite entitled Admin Fee Payments, located under HCV/Resident Processing/Agent Reports will show a printout of all HAP Contracts active as of the first of the current month. The Authority will make necessary adjustments and deductions as indicated in this Exhibit.

1. The Contractor must compare the previous month's report to the current month's report to ensure that the billing includes all the existing HAP Contracts for the payment period.
2. The Contractor will contact the HA Payroll Coordinator with discrepancies including Participant name, and reason for discrepancy.
3. The HA Payroll Coordinator will investigate discrepancies and make adjustments, if necessary, following the guidelines established in this Exhibit by the next month's billing. Adjustments, negative or positive, will be made with prior notice to the Contractor via e-

mail.

4. The Contractor must submit corrections to HA Payroll Coordinator by the 15<sup>th</sup> day of the current month in order for the Contractor's corrections to appear on the next month's billing.
5. The Authority will forward payment in accordance with the terms of this Agreement to the Contractor by the 5<sup>th</sup> day of the month. Payment includes the previous month's activity and the current month's active HAP Contracts.

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MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH  
CITY OF LAPEER

EXHIBIT D  
PERFORMANCE MEASURES AND INCENTIVE PAY

**1. OVERVIEW**

The Authority shall measure the Contractor's performance of the activities described in the Exhibit A and Exhibit B of this Agreement and the Housing Agent Agreement based on;

1. Monthly Performance standards; and
2. Quarterly Field Audits.

Additionally, the Authority has established guidelines for an Annual Summary and Incentive Pay as defined in this Exhibit D.

**2. MONTHLY PERFORMANCE STANDARDS**

**2.1. Monthly Performance Standards Criteria**

At the end of each month the Authority will use both the HCV Program Management Software ("Program Software") and reports generated from the Department of Housing and Urban Development's ("HUD") Public and Indian Housing ("PIH") Information Center ("PIC") to measure the Contractor's performance against each Monthly Standard listed below: *(A Performance schedule will be released at the beginning of each calendar year indicating the date and time Performance will be locked-in and evaluated.)*

**2.1.1 Individual Monthly Performance Standards.**

The Authority will measure the following standards when conducting Monthly Performance Ratings:

- a. Lease Up Rate,
- b. Annual Re-Examination Rate,
- c. Late New Admissions,
- d. Multifamily Tenant Characteristic System (MTCS) Errors,

- e. Pre-Contract Housing Quality Standards (HQS), and
- f. Biennial Housing Quality Standards (HQS).
- g. Program Management

**2.1.2** Monthly Performance is determined by ratings established by the Authority in this Exhibit.

**2.1.3** Based on the score that the Contractor earns for each Monthly Performance Standard, the Authority will rate the Contractor's Performance for each Standard as follows:

High Performer;  
Standard Performer; or  
Troubled Performer.

**2.1.4** The contractor's rating will be determined by the following criteria:

**2.1.4.1 High Performer.** To achieve an overall High Performer rating for a particular month, the Contractor must achieve a minimum of six (6) High Performer ratings and one (1) Standard Performer Rating, and the Standard Rating may not be in Lease-Up.

**2.1.4.2 Standard Performer.** To achieve an overall Monthly Standard Performer Rating, the Contractor achieves a minimum of a Standard Rating in all seven (7) categories but has not met the standards for a High Performer Rating. A Standard Rating in Lease-Up will result in an overall Standard Performer Rating.

**2.1.3.1 Troubled Performer.** One (1) Monthly Performance standard rated Troubled will result in an overall Monthly Troubled Performer Rating.

## **2.2 Monthly Performance Standards Table**

Monthly Performance Standards are measured every month by reviewing data submitted by the contractor into the Program Software and reported by the Authority to PIC.

| Monthly Performance Standard         | Required tasks, activities, or actions Contractor must perform                                                                                                                                                                                                          | Guidelines for Performance Rating                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Lease Up Rate</b>                 | The Contractor has maintained the Lease Up Rate in accordance with HUD regulations for the allocation of Vouchers in their portfolio. Lease-Up Rating will be rounded to the nearest whole number for Standard and Troubled.                                            | <ul style="list-style-type: none"> <li>• High Rating – Contractor maintains a lease up rate percentage in the month being rated of 97.00% or more.</li> <li>• Standard Rating – Contractor maintains a lease up rating percentage in the month being rated of 96.99% to 95%.</li> <li>• Troubled Rating – If the Contractor fails to maintain a lease up rate percentage in the month being rated below 95%.</li> </ul>                                     |
| <b>Late Annual Re-Examinations</b>   | The Contractor has completed an Annual Re-Examination for each Participating family in accordance with HUD regulations. Annual Re-Examinations are considered complete if they are approved in Program Software prior to the date and time Performance is run.          | <ul style="list-style-type: none"> <li>• High Rating – Contractor maintains on time Annual Reexamination percentage in the month being rated of 100.00%.</li> <li>• Standard Rating – Contractor maintains on time Annual Reexamination percentage in the month being rated of 99.80% to 99.99%.</li> <li>• Troubled Rating – If the Contractor fails to maintain on time Annual Reexamination percentage in the month being rated below 99.80%.</li> </ul> |
| <b>Late New Admissions and Moves</b> | The Contractor has completed all New Admissions and Moves in the Program Software in accordance with HUD regulations. New Admissions and Moves are considered complete if they are approved in the Program Software within 60 days of the certification effective date. | <ul style="list-style-type: none"> <li>• High Rating – Contractor maintains on time New Admission and Move percentage in the month being rated of 100.00%.</li> <li>• Standard Rating – Contractor maintains on time New Admission and Move percentage in the month being rated of 99.80% to 99.99%.</li> <li>• Troubled Rating – If the Contractor fails to maintain a New Admission and Move percentage in the month being rated below 99.80%.</li> </ul> |

| Monthly Performance Standard | Required tasks, activities, or actions Contractor must perform                                                                                                             | Guidelines for Performance Rating                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>MTCS Errors</b>           | <p>The data entered into Program Software is accurate for 50058 submissions to HUD.</p> <p>Errors will be charged based on HUD electronic system reports.</p>              | <ul style="list-style-type: none"> <li>• High Rating – Contractor maintains accurate data entry percentage in the month being rated of 99.80%.</li> <li>• Standard Rating – Contractor maintains accurate data entry percentage in the month being rated of 99.60% to 99.79%.</li> <li>• Troubled Rating – If the Contractor fails to maintain accurate data entry percentage in the month being rated below 99.60%.</li> </ul> |
| <b>Pre-Contract HQS</b>      | <p>The Contractor has followed the proper procedures for ensuring that each newly leased unit passes the HQS Inspection before the beginning date of the HAP Contract.</p> | <ul style="list-style-type: none"> <li>• High Rating – Contractor must achieve 100.00% completion.</li> <li>• Standard Rating – Does not apply as the Indicator is a pass/fail.</li> <li>• Troubled Rating – Contractor achieves below 100.00% completion.</li> </ul>                                                                                                                                                           |
| <b>Biennial HQS</b>          | <p>The Contractor has followed proper procedures for inspecting all assigned units within 730 days and entered the data into the Program Software.</p>                     | <ul style="list-style-type: none"> <li>• High Rating – Contractor maintains accurate data entry percentage in the month being rated of 99.80%.</li> <li>• Standard Rating – Contractor maintains accurate data entry percentage in the month being rated of 99.60% to 99.79%.</li> <li>• Troubled Rating – If the Contractor fails to maintain accurate data entry percentage in the month being rated below 99.60%.</li> </ul> |

| Monthly Performance Standard | Required tasks, activities, or actions Contractor must perform                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Guidelines for Performance Rating                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Program Management</b>    | <p>The Contractor has followed proper program management procedures as follows:</p> <ul style="list-style-type: none"> <li>• The application shall not remain in After Active Draw status for greater than 90 days.</li> <li>• The application shall not remain in the After Offer/Voucher Issued status for greater than 180 days.</li> <li>• Active participant shall not remain in a move-out status greater than 180 days.</li> <li>• Active participant shall not remain Zero HAP greater than 180 days.</li> </ul> | <ul style="list-style-type: none"> <li>• High Rating – Contractor maintains proper program management percentage in the month being rated of 99.50%.</li> <li>• Standard Rating – Contractor maintains proper program management percentage in the month being rated of 99.00% to 99.49%.</li> <li>• Troubled Rating – If the Contractor fails to maintain a proper program management percentage in the month being rated below 99.00%.</li> </ul> |



### 3. QUARTERLY FIELD AUDITS

#### 3.1 Quarterly Field Audit Criteria

During each quarter the Authority will select files from each Contractor to review for Quality Control to measure the Contractor's performance against each Quarterly Field Audit Standard listed below. The Authority reserves the right to periodically adjust the number of files selected for audit. If it is determined via the Quarterly Field Audit the Contractor has repeated errors and/or findings, the Authority may elect to audit additional files. In addition, the Authority may elect to conduct a Hot Spot File Review in conjunction with a Quarterly Field Audit. The Hot Spot File Review may focus on any aspect of one of the Quarterly Performance Standards.

##### 3.1.1 Individual Quarterly Field Audit Standards.

The Authority will measure the following standards and activities when conducting the Quarterly Field Audit:

- a. Waiting List Eligibility,
- b. Reasonable Rent,
- c. Adjusted Income,
- d. Housing Quality Standards (HQS),
- e. Other Log Errors, and
- f. Clerical Errors.

**3.1.2** Quarterly Field Audit Performance is determined by ratings established by the Authority in this Exhibit.

**3.1.3** The Authority will calculate each Performance Standard individually based on the number of cases audited for each standard, including Hot Spot File Reviews.

**3.1.4** Based on the score that the Contractor earns for each of the standard areas covered in the Quarterly Field Audit, the Authority will rate the Contractor's Performance for each standard:

High Performer;

Standard Performer;

or Troubled

Performer.

**3.1.5** The Contractor's rating will be determined by the following criteria:

**3.1.5.1 High Performer.** To achieve an overall High Performer rating for a particular

quarter, the Contractor must achieve a minimum of five (5) High Performer ratings and one (1) Standard Performer Rating.

**3.1.5.2 Standard Performer.** To achieve an overall Standard Rating for a particular quarter, the Contractor has achieved a minimum of a Standard Rating in all six (6) categories but not met the criteria for a High Performer Rating.

**3.1.5.3 Troubled Performer.** One (1) Quarterly Field Audit Performance standard rated Troubled will result in an overall Quarterly Troubled Performer Rating.

### 3.2 Quarterly Field Audit Standards Table

Reports will be distributed to contractors quarterly with Performance Ratings.

| Quarterly Performance Standard  | Required tasks, activities, or actions Contractor must perform                                                                                                                                                                                                                                  | Guidelines for Performance Rating                                                                                                                                                                                                                                                      |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Waiting List Eligibility</b> | The Contractor has followed the applicable procedure for selection, retention, and eligibility of the Applicants from the Waiting List.                                                                                                                                                         | High Rating – Contractor must achieve 100.00% accuracy.<br>Standard Rating – Contractor must achieve between 98.00% and 99.99% accuracy.<br>Troubled Rating – If the Contractor achieves below 98.00% accuracy.                                                                        |
| <b>Reasonable Rent</b>          | The Contractor has followed the applicable procedure for determining and documenting reasonable rent for every unit with a HAP Contract.<br>A Rent Reasonableness error will be assigned if the unit is determined to be unaffordable, or the rent reasonableness calculation is not completed. | <ul style="list-style-type: none"> <li>• High Rating – Contractor must achieve a 98.00% or greater accuracy.</li> <li>• Standard Rating – Contractor must achieve 97.99% to 80.00% accuracy.</li> <li>• Troubled Rating – If the Contractor achieves below 80.00% accuracy.</li> </ul> |

| Quarterly Performance Standard         | Required tasks, activities, or actions Contractor must perform                                                                                                    | Guidelines for Performance Rating                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Adjusted Income</b>                 | The Contractor has followed the applicable procedure for determining and documenting Adjusted Income, HAP Payment to Landlord, and Participant's portion of rent. | <ul style="list-style-type: none"> <li>• High Rating – Contractor must achieve 87.00% accuracy.</li> <li>• Standard Rating – Contractor must achieve 86.99% to 80.00% accuracy.</li> <li>• Troubled Rating – If the Contractor achieves below 80.00% accuracy.</li> </ul>                                                                                       |
| <b>Housing Quality Standards (HQS)</b> | The Contractor has followed the applicable procedure for processing failed HQS Inspections.                                                                       | <ul style="list-style-type: none"> <li>• High Rating – Contractor must achieve 100.00% accuracy.</li> <li>• Standard Rating – Contractor must achieve 98.00% to 99.99% accuracy.</li> <li>• Troubled Rating – If the Contractor achieves below 98.00% accuracy.</li> </ul>                                                                                      |
| <b>Other Log Errors</b>                | A Log Error will be charged if the identified error does not fall into a specific category as outlined in the above Standards.                                    | <ul style="list-style-type: none"> <li>• High Rating – Contractor must achieve 92.00% accuracy.</li> <li>• Standard Rating – Contractor must achieve 91.99% to 80.00% accuracy.</li> <li>• Troubled Rating – If the Contractor achieves below 80.00% accuracy.</li> </ul>                                                                                       |
| <b>Clerical Errors</b>                 | A Clerical Error will be charged if the identified error does not meet the threshold of falling into a specific category as outlined in the above Standards.      | <ul style="list-style-type: none"> <li>• High Rating – Contractor has an average of one error or less per case audited.</li> <li>• Standard Rating – Contractor has an average of more than one error and less than three errors per case audited.</li> <li>• Troubled Rating – Contractor has an average of more than three error per case audited.</li> </ul> |

#### **4. GUIDELINES FOR INCENTIVE PAY**

##### **4.1 Guidelines for Incentive Pay**

An Annual Summary will be completed for each Housing Agent in January of each Contract year. The Summary will be based on the overall compilation of the:

1. Monthly Performance Ratings, and
2. Quarterly Field Audits.

#### **5. CRITERIA TO RECEIVE INCENTIVE PAY**

##### **5.1 Criteria to Receive Incentive Pay**

Once the Annual Summary is completed and approved by the Director of the Rental Assistance and Homeless Solutions Division, Incentive Pay may be paid out if all of the following criteria are met:

- a. Monthly Performance Rating – Nine (9) out of twelve (12) Months must have an overall High Performance rating;
- b. Quarterly File Audit – Three (3) out of four (4) Quarters must have an overall High-Performance rating; and
- c. The Contractor is not eligible for Incentive Pay if they receive more than one overall Troubled Performer rating in a Monthly Performance or Quarterly Field Audit in any calendar year.

In January, an evaluation will be completed to determine the number of vouchers under contract for each calendar month in the previous Contract year. If the Contractor meets the criteria outlined above, they are eligible for Incentive Pay for the months where the Monthly Performance Rating is an overall High-Performance rating.

5.2 Incentive Pay will be paid as outlined in Exhibit C, Section V.

#### **6. TROUBLED PERFORMANCE RATINGS**

Troubled Performance Ratings can occur during a Monthly or Quarterly Review.

If a contractor receives three (3) or more overall Troubled Performance Ratings within a consecutive twelve (12) month period of the two-year Contract term, the contractor will be required to submit a Corrective Action Plan to the Authority's Chief Housing Solutions Officer for approval.

#### **7. UNCORRECTED DEFICIENCIES**

If the standards set forth for performance in this Exhibit D are not met per notification by the Authority, a Corrective Action Plan will be required and must be submitted no later than five (5) business days from the date of notice to the Director of the Rental Assistance and Homeless Solutions Division for review and approval. Once

approved, the Contractor will have ninety (90) days to successfully implement the action plan, correct all deficiencies, and maintain at least a Standard Performance rating in both Monthly Performance and Quarterly Field Audits for at least the ninety (90) days following the approval of the Corrective Action Plan. Failure to correct deficiencies within the required timeframe will result in material breach of this Agreement.

No more than one Corrective Action Plan will be executed during a twelve (12) month period during the term of this Agreement. Failure to meet the terms outlined in the Corrective Action Plan may result in a material breach of this Agreement.

## **8. CONTRACTOR PERFORMANCE DISPUTES**

The Contractor may dispute any Performance rating received by submitting a Performance Dispute. The Contractor must submit Performance Disputes and any supporting documentation to the Authority in writing within fourteen (14) calendar days of the release of the Monthly or Quarterly Performance Review in dispute. The Authority will then review the Performance Dispute and provide a written decision within ten (10) business days of receipt.

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MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH  
CITY OF LAPEER

EXHIBIT E  
SECURITY REQUIREMENTS

I. Overview

The Contractor must safeguard and prevent potential breaches of all Personally Identifiable Information (PII) and Sensitive PII required by the Authority for administration of the Housing Choice Voucher Program. The contractor must submit this Exhibit with the Housing Agent Agreement certifying compliance with the security requirements outlined in this Exhibit.

**Failure to comply with the security requirements outlined in this Exhibit and/or failing to promptly notify the Authority of a security breach will be considered a material breach of this Agreement.**

II. Requirements

A. Definition

Sensitive PII is defined as information which can be used to directly or indirectly distinguish or trace an individual's identity. Sensitive PII can be used either alone or in combination with other personal or identifying information that is linked or linkable to that individual. Sensitive PII is PII, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.

To *distinguish* an individual is to identify an individual. To *trace* an individual is to process sufficient information to make a determination about a specific aspect of an individual's activities or status.

*Linked* information is information about or related to an individual that is logically associated with other information about the individual. *Linkable* information is information about or related to an individual for which there is a possibility of logical association with other information about the individual.

The following personal identifiers are Sensitive PII even if they are not linked with additional PII or contextual information:

1. First and last name or alias;
2. Complete (9-digit) SSN;
3. Alien Registration Number (A-Number);
4. Driver's license or state identification number;
5. Passport number;
6. Taxpayer identification number;

7. Internet Protocol (IP) or Media Access Control (MAC) address or other host-specific persistent static identifier;
8. Telephone number;
9. Vehicle registration number or title; or
10. Biometric Identifiers (e.g. fingerprint, iris scan, facial recognition, voice print)

The following information is Sensitive PII when linked with the person's name or other unique identifier, such as an address or phone number:

1. Portions of an SSN including the last four digits;
2. Place of birth;
3. Full date of birth;
4. Citizenship or immigration status;
5. Authentication information such as a parents name(s) or maiden name(s);
6. Medical information;
7. Criminal history;
8. Education information;
9. Financial information;
10. Credit card numbers;
11. Bank account numbers; or
12. Other data created by HUD or the Authority to identify or authenticate an individual's identity such as an Alternate Identification Number (AID) referred to as "H-Number" by the Authority.

Sensitive PII requires stricter handling guidelines because of the increased risk to an individual if the data is compromised.

A Security Breach is defined as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons, other than authorized users and for an unauthorized purpose, have access or potential access to PII in a usable form, whether hard copy or electronic. The term encompasses both **suspected and confirmed** incidents, whether intentional or inadvertent, involving PII which raise a reasonable risk of harm.

## **B. Types of Media**

Hard copy media is physical representations of information, most often associated with paper printouts. However, printer and facsimile ribbons, drums, and platens are all examples of hard copy media. The supplies associated with producing paper printouts are often the most uncontrolled. Electronic (or soft copy) media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, removable memory devices, phones, mobile computing devices, networking devices, office equipment, and email (list is not all inclusive).

Removable memory devices include, but is not limited to, thumb drives, CDs, and external hard drives. Electronic Data and Access Codes is collectively defined as (a) any and all program data in an electronic format; (b) and all codes, passwords, access keys and any other data that allows the contractor to connect to and access Database Software (presently Elite) and HUD required programs.

## **C. Authority and HUD Requirements**

In performing its duties and responsibilities as specified in this Agreement, the contractor will comply at all times with all applicable HUD and Authority rules, regulations, and

requirements, including Equal Opportunity rules. Additionally, the Contractor is responsible for complying with the following:

1. Identity Theft Protection Act (2004 PA 452: MCL 445.61 et seq., as amended by 566 PA 2006)
2. Social Security Number Privacy Act (454 PA 2004; MCL 334.81 et seq.)
3. State of Michigan Computer Crime Law (Public Acts 1979-53)
4. All federal and state laws concerning confidentiality and the security of PII and Sensitive PII that is in its possession.
5. All State and Federal laws regarding confidentiality to protect an individual's rights and privacy.

The Contractor and Key Persons of the Contractor must attend annual security awareness sessions and complete required forms before performing services for the Authority.

#### **D. Manage Access to Sensitive PII**

The Contractor shall not disclose information or documents created or maintained in connection with this Agreement to anyone other than the Contractor's staff assigned to this Agreement or Authority staff, without the direction or prior consent of Authority staff. Neither the Contractor nor its Key Persons or agents shall use information or documents created or maintained in connection with this Agreement to further any private interest without the prior written consent of the Authority.

The Contractor will not use the State's data for any purpose other than providing the services set forth in this Agreement, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public, to specific third parties or commercially exploited by or on behalf of the Contractor, nor will any Key Person of Contractor other than those on a strictly need to know basis have access to the State's data. The Contractor shall only use PII as strictly necessary to provide the services and shall disclose such information only to its Key Persons who have a strict need to know regarding such information. The Contractor shall comply at all times with all laws and regulations applicable to such PII.

1. Only collect Sensitive PII that you have the legal authority to collect.
2. Never leave Sensitive PII unattended and unsecured.
3. Only share or discuss Sensitive PII with personnel who have a need to know for purposes of their work. Challenge anyone who asks for access to Sensitive PII for which you are responsible.
4. Avoid discussing Sensitive PII if there are unauthorized personnel, contractors, or other third parties in the adjacent cubicles, rooms, or hallways who may overhear your conversations.
5. Hold meetings in a secure space (i.e., no unauthorized access or eavesdropping



possible) if Sensitive PII will be discussed or viewed. Treat notes and minutes from such meetings as confidential unless you can verify that they do not contain Sensitive PII.

6. Record the date, time, place, subject, chairperson, and attendees at any meeting involving Sensitive PII.
7. Do not distribute or release Sensitive PII to Authority employees, contractors, or other third parties unless the release is authorized, proper and necessary.
8. When discussing Sensitive PII on the telephone, confirm that you are speaking to the identified person or their designated representative before discussing any information. Inform the caller that the discussion will include Sensitive PII.
9. Never leave messages containing Sensitive PII on voicemail.
10. Only print, extract, or copy Sensitive PII when required for administration of the Housing Choice Voucher Program.
11. Before emailing, printing, or making paper copies, redact Sensitive PII that is not necessary for your immediate use or required for administration of the Housing Choice Voucher Program.
12. Never leave Sensitive PII unattended on a desk, network printer, fax machine, or copier.
13. All computer systems, electronic devices, and portable media used to conduct business with the Authority will be used for business purposes only.
14. Use a privacy screen if you regularly access Sensitive PII in an unsecured area where the public can see your screen.
15. Lock your computer when you leave your desk.
16. Do not permit your computer to remember passwords.
17. All computer systems used to conduct business with the Authority must be encrypted.
18. All electronic devices and portable media must be password protected.
19. Do not use your personal computer to access, save, store, or host Sensitive PII.
20. Do not transfer files to your home computer or print records on your home printer.
21. Do not forward e-mails containing Sensitive PII to your personal email account so you can work on it on your home computer.
22. Do not post Sensitive PII on any Internet site.
23. If someone sends you Sensitive PII in an unprotected manner, you must protect that data in the same manner as all Sensitive PII you handle once you receive it.

24. If someone sends unsecured Sensitive PII in the body of an e-mail to you, you must encrypt that data if you wish to email it to anyone else.

#### **E. Transporting Sensitive PII**

1. Physically secure Sensitive PII when in transit.
2. Never leave paper files, computers, electronic devices, or portable media in plain sight in an unattended vehicle. If you must leave it in a car, lock it in the trunk so that it is out of sight.
3. Do not leave your paper files, computers, electronic devices, or portable media in your car overnight.

#### **F. Transfer of Sensitive PII**

1. When mailing outbound correspondence that contains Sensitive PII, use the following quality controls:
  - a. Seal Sensitive PII materials in an opaque or tinted envelope.
  - b. If using window envelopes, place the Sensitive PII away from the window so it cannot be seen.
2. Email Sensitive PII within an encrypted attachment with the password provided separately (e.g., by phone, another email, or in person). Do not send Sensitive PII within the body of an email.
3. Limit the transmission Sensitive PII by fax. Take appropriate measures to protect the confidentiality of the fax:
  - a. Alert the recipient prior to faxing so they can retrieve it as it is received by the fax machine.
  - b. After sending the fax, verify the recipient received the information.

#### **G. Storage of Files Containing Sensitive PII**

All files are to be maintained in the office(s) designated by the Contractor and are subject to all security requirements outlined within this Agreement. The Contractor shall take reasonable steps to prevent the theft of paper and electronic files that contain PII. Such steps shall include but not be limited to:

1. Physically secure paper files containing Sensitive PII when not in use or not otherwise under the control of the Contractor. Store all documents containing SSNs or other data elements of personal information in a physically secure manner, such as in locked drawers, cabinets, desk, or file room.
2. Prevent unauthorized access of Sensitive PII by members of the public or persons not designated by the Contractor.
3. All files must be stored in fireproof cabinets (Underwriters Laboratories - UL rated file cabinets) and/or the Contractor must have a fire suppression system in place.

The files must be secured from the general public either by containing locking mechanisms with keys provided to only Key Persons or located in a locked room. All files must be labeled CONFIDENTIAL.

4. Keep accurate records of where Sensitive PII is stored, used, and maintained.
5. Only store Sensitive PII on computers, other electronic devices, or portable media that can be secured. SSNs must not be stored on computers, other electronic devices, or portable media that are not secured against unauthorized access.
6. Physically secure electronic devices or portable media that contain Sensitive PII when not in use or not otherwise under the control of the Contractor. Store all documents containing SSNs or other data elements of personal information in a physically secure manner, such as in locked drawers, cabinets, desk, or file room.
  - a. All computers used for the administration of the Housing Choice Voucher Program must have current up-to-date encryption software.
  - b. All computers used for the administration of the Housing Choice Voucher Program must have current up-to-date anti-virus software.
  - c. All computers used for the administration of the Housing Choice Voucher Program must be used for business purposes only and by authorized personnel.
  - d. All other electronic devices and portable media must be password protected.
  - e. Do not place Sensitive PII on shared drives, multi-access calendars, the Intranet, or the Internet.

#### **H. Destruction of Sensitive PII**

Sensitive PII shall be destroyed when retention of the data is no longer required. Retention schedules for paper files and electronic data will be outlined by the Authority. If the Contractor no longer needs program data to render Services, or if the Contractor ceases to provide Services, the Contractor shall remove/dispose Electronic Data and Access Codes from any and all storage media that may be used, including but not limited to hard drives, flash drives, CDs, PCs, laptops, DVDs, zip drives, hand-held organizer, and storage services on the World Wide Web. When the Contractor ceases to use a computer, the Contractor shall:

1. Dispose of paper files containing Sensitive PII appropriately by using cross-cut shredders, burn bags, or a professional destruction service agency. Secure all information awaiting removal. Sensitive PII must not be discarded in waste baskets, trash or the usual recycling receptacles.
2. Dispose of electronic files containing Sensitive PII appropriately by permanently erasing (not just delete) electronic records. At least three (3) passes with a disk wiping utility is required.
3. Dispose of portable media containing Sensitive PII appropriately by permanently

erasing (not just delete) electronic records. At least three (3) passes with a disk wiping utility is required. See Department of Information Technology Procedure 1350.90 Secure Disposal of Installed and Removable Digital Media.

If the Contractor believes it is required to retain program data, the Contractor shall:

1. Advise the Authority's Resource Specialist in writing of the requirement; and
2. Retain the data in a manner and format described in this Exhibit. If the Contractor ceases to administer the Services set forth in this Agreement and the Exhibits attached and incorporated into this Agreement, the Contractor must send written notice to the Resource Specialist indicating all removal methods have been completed. Failure to comply with this provision will result in the contractor not receiving any final payments.

**I. Username and Password Protection**

1. All usernames and passwords issued by the Authority for administration of the Housing Choice Voucher Program shall remain confidential and shall not be shared with anyone other than the person assigned to that username and password.
2. The Contractor must submit a revised Key Persons form (Exhibit F) and a MSHDA 1796 form to the System Manager to acquire access to information systems and databases for new personnel.

**J. The Contractor must notify the System Manager within two (2) business days of the termination of a Key Person as identified in Exhibit F of this Agreement so that access to information systems and databases can be revoked. Security Breach**

In the event of a security breach, the Contractor shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

1. The Contractor must report all Security Breaches, whether suspected or confirmed, to the System Manager promptly, but no later than one (1) business day, of the incident. If the System Manager is unavailable, or if there is a potential conflict of interest, report the incident to the Resource Specialist, Regional Manager, or Division Director.
2. Document or maintain records of information and actions relevant to the incident as they may be required in the Security Breach handling report.
  - a. Date and time of Security Breach;
  - b. Type of Security Breach (e.g. virus, hacking, e-mail, etc.);
  - c. Person(s) involved in Security Breach, if identifiable; and
  - d. Date and time Security Breach was reported and to whom.
3. Any alleged violations that may constitute criminal misconduct, identify theft or other serious misconduct, or reflect systemic violations within the management

of the Program will be reported to the Authority Compliance Unit as part of the Security Breach reporting Process.

4. When reporting a Security Breach, do not further compromise the information or risk causing another Security Breach:
  - a. Do not forward the compromised information when reporting an incident.
  - b. If and when the compromised PII is needed, you will be given instructions regarding the individual to send it to and the process for submission.

If you see Sensitive PII in an email that you suspect constitutes a Security Breach, remember that the information is duplicated and further compromised if you forward or reply to it.

### **Security Agreement**

The Contractor shall comply with the security requirements outlined within Exhibit E. The Authority reserves the right to inspect files and electronic information for the purpose of confirming the adequacy of the Contractor's security practices. The Contractor agrees to respond to Authority requirements concerning the security plan to the Authority's reasonable satisfaction. The Contractor shall complete and submit to the Authority the Security Requirements Plan attached and incorporated into this Agreement as Exhibit E upon execution of this Agreement.

The Contractor understands that failure to comply with the security requirements outlined in Exhibit E will be considered a material breach of this Agreement. Further, the Contractor understands that failing to promptly notify the Authority of a security breach will also be considered a material breach of this Agreement.

As the Authorized Signatory for the Contractor, I have read and understand the security requirements outlined in Exhibit E. The Contractor understands and agrees to comply with all contents found within Exhibit E. The Contractor understands that failure to comply with the security requirements outlined in Exhibit E will be considered a material breach of this Agreement. Further, the Contractor understands that failing to notify the Authority of a security breach will also be considered a material breach of this Agreement.

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Signature:

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Its:

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Date:

**CONTRACT NO. 21-12-HCV**

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**WITH**

**CITY OF LAPEER**

**EXHIBIT F**

**KEY PERSONS OF THE CONTRACTOR**



**HOUSING CHOICE VOUCHER PROGRAM**  
**Agreement to Use and Release Information to Authority**  
**CERTIFICATE VERIFYING KEY PERSONS OF THE CONTRACTOR**

**Instructions to Independent Contractor ("Contractor"):** Please have each Key Person sign this *Agreement to Use and Release Information to Authority* ("Release"). Please use one Release for each Key Person.

"Key Persons" are those individuals performing services and those performing services who may be subject to the State Employees' Retirement Act, 2007 PA 95, MCL 38.68c. The Michigan State Housing Development Authority ("Authority" or "MSHDA") will approve a Key Person only if (a) the Key Person signs the Release, (b) the Criminal Screenings review does not reveal any criminal records that the Authority, in its sole discretion, deems unacceptable, and (c) is not an active Participant on the Program or a current Waiting List Applicant for the Program. In addition, the Contractor will be required to submit additional forms for new service personnel performing services who may be considered Key Persons.

| <b>Key Person</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <p>I hereby agree to disclose my name, title, and Social Security Number, to the Michigan State Housing Development Authority for the purpose of allowing the Authority to perform an Internet Criminal History Access Tool review. I understand that the Authority will use the Criminal Screenings review to determine whether I can serve as a Key Person for the Contractor and perform services as an employee or agent of the Contractor under the Housing Agent Agreement between the Contractor and the Authority. I understand that my Social Security Number will not be available to the public.</p> <p>Further, I agree to authorize the Authority to use the information I have provided above to perform a background check. The background check includes, but is not limited to, criminal screenings and assessments to ensure Key Persons are not either Participants or Applicants for the MSHDA Housing Choice Voucher Program.</p> |                                                                    |
| Key person name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                    |
| Title with Contractor:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Social Security Number:                                            |
| Race:<br>American Indian/Alaska Native<br>Asian<br>Black/African American<br>Native Hawaiian/other Pacific Islander<br>White<br>Other:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Date of birth:                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Gender:                                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Veteran:      Yes              No                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Ethnicity:              Hispanic                      Non-Hispanic |
| Key Person Signature: <b>X</b> <span style="float: right; padding-right: 50px;">Date:</span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                    |

| <b>Contractor</b>                                                                                                                                                             |                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <p>The Contractor acknowledges that the above is a Key Person of the Contractor in accordance with Section 11 of the Housing Agent Agreement.</p>                             |                                |
| Is the Key Person listed above a retiree who receives a pension from the Michigan State Employees Retirement System? <input type="checkbox"/> Yes <input type="checkbox"/> No |                                |
| Name of Contractor:                                                                                                                                                           | Federal Identification Number: |
| Name of Signatory for Contractor/Subgrantee:                                                                                                                                  |                                |
| Signatory Signature: <b>X</b> <span style="float: right; padding-right: 50px;">Date:</span>                                                                                   |                                |





## ITEM G-6

**Meeting Date:** December 1<sup>st</sup>, 2025  
**Department:** Housing Improvement Department (HID)  
**Requestor:** Denise Soldenski, Director of Housing & Neighborhood Development  
**Agenda Item:** MSHDA Independent Contractor Staff Contracts for 2026 MSHDA HCV Administration

### **RECOMMENDATION (motion):**

The Housing Improvement Department (HID) recommends that the City Commission approve the budgeted staff contracts for 1/1/2026 – 12/31/2026 that coincide with the City of Lapeer/ Michigan State Housing Development Authority (MSHDA) Housing Choice Voucher Administration 2026 contract extension and authorize the Mayor and City Manager to execute those contracts.

### **AGENDA ITEM INFORMATION:**

The Director of Housing requests that the Commission approve the following contracts for existing independent contractors to continue services for the Michigan State Housing Development Authority (MSHDA) 2026 Housing Choice Voucher Administration Contract Extension. The rates below are included in the FY 2025-2026 Housing Dept. budget, no adjustment necessary.

The Housing staff contracts have not been modified for content and have previously been reviewed by the City Attorney. Draft contracts are attached.

Housing Quality Standard Inspector: Rate = \$28,500/yr with potential for a \$250/year bonus.

Housing Choice Voucher Processor: Rate = \$51,500/yr with potential for a \$1000/year bonus and Homeownership program bonus payouts maximum of \$300 annually.

Housing Choice Voucher Specialist: Rate = \$51,500/yr with potential for a \$1000/year bonus and Homeownership program bonus payouts maximum of \$300 annually.

All rates represent an approximate 3% budgeted increase from the last contract. Staff bonuses will occur only if the City of Lapeer receives corresponding incentive bonuses from MSHDA for high performance and Homeownership program for the calendar year.

Expense Accounts for MSHDA HCV staff contracts per approved budget for FYE 6/30/26:

| <u>Description</u>                   | <u>Account #</u> | <u>Budget</u> |
|--------------------------------------|------------------|---------------|
| *Contractual Services<br>(MSHDA HCV) | 101-690-815.100  | \$129,500     |

\*MSHDA contracts are for calendar year, and City budget is for 7/1-6/30, so City budget represents ½ of the 2025 staff contract rates and ½ of the 2026 staff contract rates.

**City of Lapeer**

Page 2

|                            |                                                                                                    |                            |     |
|----------------------------|----------------------------------------------------------------------------------------------------|----------------------------|-----|
| Budgeted Amount:           | \$129,500                                                                                          | Funds Requested:           | \$0 |
| Funding Source:            | MSHDA Admin                                                                                        | CIP Project #:             | N/A |
|                            |                                                                                                    | Budget Amendment Needed:   | No  |
| # of Bids/Quotes Obtained: | N/A                                                                                                | Budget Amendment Attached: | N/A |
| Explanation:               | 2026 Staff contract extensions coincide with the MSHDA HCV Administration 2026 Contract extension. |                            |     |

The HID administers this program with one contracted HCV Specialist, one contracted HCV Processor and a contracted HCV Inspector. Each of the independent contractors has specialized skills and training for administration of the HCV program; especially knowledge of the MSHDA standard operating procedures, policies, and software programs. Other City of Lapeer Housing employees share in the HCV responsibilities and perform specific duties to assist the core staff. All staff members are integral to the continued success of this program.

The City of Lapeer's Housing Improvement Dept. was awarded the Michigan State Housing Development Authority (MSHDA) 2022-2023 Housing Choice Voucher Administration for Lapeer, Huron & Tuscola Counties along with 33 VASH vouchers, and annual extensions for 2024 and 2025. This 2026 MSHDA HCV Administration contract amendment has been offered to the City of Lapeer to run from 1/1/2026 – 12/31/2026 as the third, one-year extension of the 2022-2023 contract (i.e. MSHDA does not open up to bid for contract extensions; therefore, City of Lapeer is awarded without resubmission of a bid package).

Under separate memo, the City Commission may grant the Director of Housing and Neighborhood Development approval to sign the 2026 HCV Administration contract with MSHDA on behalf of the City of Lapeer per resolution dated December 1<sup>st</sup>, 2025.

Time is of the essence as current contracts expire 12/31/25. Due to Federal shut-down, MSHDA's delivery of the contract extension to the City was delayed. Normally, this memo would be provided to the Commission in a more timely manner.

## HOUSING CHOICE VOUCHER INSPECTOR INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into between the City of Lapeer Housing Department (hereinafter referred to as "City") and Sarah Taylor for the position of HOUSING CHOICE VOUCHER INSPECTOR (hereinafter referred to as "Contractor" or "you" or "your.")

1. **Term.** Unless terminated earlier as permitted herein, the term of the Agreement shall be from January 1<sup>st</sup>, 2026, through December 31, 2026 (the "Term"). Regardless of the Term, the City may, in its sole discretion, terminate this Agreement if the City's contract with the Michigan State Housing Development Authority ("MSHDA") that supports and/or requires the Services (as defined herein): (i) is terminated; (ii) modified such that the Services are not required; or (iii) modified such that the scope of the Services is changed. Further, either party may terminate this Agreement by providing 45 days written notice. The City is not liable to compensate Contractor for Services not performed or for any time after this Agreement expires or is terminated.
2. **Services.** Pursuant to this Agreement, Contractor shall provide services as are necessary to ensure the City is compliant with MSHDA's Housing Choice Voucher (HCV) program. Contractor shall keep the City and its employees apprised on all matters and perform such services at such times as reasonably necessary to ensure compliance with the HVC program. The services to be performed under this Agreement are as required in this Paragraph and as set forth in the contractor responsibilities description attached hereto as Exhibit A, which may be modified from time to time at the sole discretion of the City. Collectively all services required to be performed by Contractor pursuant to this Agreement shall be referred to as the "Services".
3. **Compensation.** In exchange for the Services over the Term, the City will pay Contractor \$28,500/year (the "Compensation"). The Compensation shall be paid to Contractor in equal installments over the Term every two weeks, for Services provided the prior two weeks, on the same schedule as employees for the City are paid. Contractor's entitlement to the Compensation, is subject to Contractor completing the Services consistent with the requirements of this Agreement. Contractor is not eligible to participate in any employee benefit programs offered to City employees. Further, the City shall not be obligated to pay the Compensation during any period or in which Contractor is unable to or does not render the Services. In addition to the Compensation, the City shall pay Contractor an incentive bonus of **\$250** if the City determines Contractor has obtained high performance status related to the Services (the "Incentive Bonus"). For purposes of this Agreement, high performance status will be determined based on whether the City receives a performance incentive payment from MSHDA related to the Services for the 2024 calendar year (i.e. if the City does not receive a performance incentive payment, Contractor shall not be eligible to receive the Incentive Bonus; if the City receives a MSDHA incentive payment, Contractor is entitled to receive the Incentive Bonus). If the City determines Contractor is eligible for the Incentive Bonus, such shall be paid to Contractor on or before **February 28, 2027**. The City shall have no liability to Contractor except to pay the Compensation and Incentive Bonus,

if eligible. The City will not withhold FICA (Social Security and Medicare taxes) from any payment to Contractor or make FICA payments of Contractor. Likewise, the City will not make state or federal unemployment compensation contributions on Contractor's behalf. Contractor shall pay all taxes incurred while performing the Services including all applicable income taxes and, if Contractor is not a corporation or limited liability company, self-employment (Social Security) taxes. On demand, Contractor shall provide City with proof that such payments have been made.

3. **Independent Contractor.** Contractor is an independent contractor and not of an officer, employee, or agent of the City. Contractor shall control the means and methods of providing the Services. The City retains control over all provided by the City. Based on the contract requirements by MSHDA to hold regular office hours, the City and the contractor will negotiate and set regular weekly hours. The Services are not personal and may be performed by Contractor's employees or sub-contractors, provided that any person or entity performing the Services must be: (i) adequately trained; (ii) licensed; (iii) qualified to perform the HVC programs services, as determined by MSHDA and the Department of Housing and Urban Development ("HUD"); and (iv) meet the Minimum Qualifications set forth below.
4. **Minimum Qualifications.** Contractor certifies that he/she has at a minimum a High School Diploma, two years of relevant experience necessary to perform the Services as required herein. Contractor is experienced in Housing Choice Voucher Inspector work, has been trained and holds applicable certifications deeming Contractor qualified to administer the Housing Choice Voucher Program as it pertains to the MSHDA/HUD contract with City of Lapeer.
5. **Ethics.** It is the collective interest of both the Contractor and the City that the City and its residents are served in the highest ethical manner possible. Consequently, the Contractor agrees that all activities and Services performed pursuant to this Agreement will be carried out consistent with the highest level of ethics and legal standards of conduct. Contractor shall be responsible for identifying and advising the City of any potential, actual, or apparent conflicts of interest. Regardless of the Term, the City may terminate this Agreement, if the City determines there is a conflict of interest.
6. **Records.** All records or other documents (including copies, summaries, or disks or other medium for electronic storage of information) prepared or acquired by Contractor in performing the Services shall be considered property of the City and shall be surrendered to City upon request or upon expiration or termination of this Agreement. Records related to this Agreement or the Services may be subject to public disclosure under the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 et seq.
7. **Fringe Benefits.** As an independent contractor, Contractor understands that neither Contractor nor its employees or subcontract personnel are eligible to participate in any City of Lapeer employee pension, health, vacation pay, sick pay, or other fringe-benefit plan of the City.

8. **Insurance.** Contractor shall not commence performance of the Services until Contractor has obtained the insurance required herein. All coverage will be with insurance companies licensed and admitted to do business in the State of Michigan and which are deemed acceptable to the City.

**Workers Compensation Insurance** – City shall not obtain worker's compensation insurance on Contractor's behalf. The Contractor shall procure a sole proprietorship exemption in lieu of workers compensation if the Contractor does not engage any employees to assist in the fulfillment of this Agreement. Proof of either workers compensation insurance or no requirement for same shall be provided to the City at the City's request.

**Unemployment Compensation** – The City shall make no state or federal unemployment compensation payments on Contractor's behalf or in regard to the Services. Contractor shall not be entitled to unemployment compensation benefits in connection with the Services or this Agreement. If Contractor receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by the City under this Agreement.

**Commercial General Liability Insurance** – Contractor shall procure and maintain during the Term of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits on liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit. Personal Injury, Bodily Injury and Property Damage Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent.

9. **Proof of Insurance Coverage.** Contractor shall provide City at the time this Agreement is executed, certificates and policies as listed herein: one (1) copy of Certificate of Insurance for Workers Compensation Insurance or Sole Proprietor documentation per the City of Lapeer requirements and as appropriate under State of Michigan law; and one (1) copy of Certificate of Insurance for Commercial General Liability Insurance. If any of the above coverages expire during the Term, Contractor shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date. Failure to maintain insurance as required herein shall be considered a breach of this Agreement.
10. **City Income Tax.** Contractor, and any employees or sub-contractors retained on Contractor's behalf to perform all or part of the Services within the City of Lapeer, shall comply with Chapter 23 of the Ordinances of the City of Lapeer, that being the City's income tax ordinance, by completing an Employer Withholding Registration Form, filing quarterly withholding on all employees working in the City and by filing an annual return on contractor's net profit. Contractor

shall ensure that all its employees or sub-contractors comply with the terms and provisions of the City Income Tax Ordinance and shall furnish to the City the names and addresses of all such employees and sub-contractors or be responsible for the payment to the City of the income tax under the Ordinance pursuant to its terms.

11. **Indemnification.** Regardless of fault, Contractor assumes all responsibility for and shall indemnify, defend, and hold the City harmless from and for any and all liability for losses, expenses, fines, taxes, fees (including attorney fees), costs, penalties, damages, injuries (including personal injury), demands, complaints, and/or claims arising in any way out of the Services or this Agreement. Contractor's obligations pursuant to this paragraph apply regardless of whether Contractor or one of Contractor's employees or subcontractors performs the Services.
12. **Cancellation Notice.** Workers Compensation Insurance and Commercial General Liability Insurance as described above, shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material change shall be sent to:

Heather Bowman, HR Professional  
Lapeer City Hall, 576 Liberty Park, Lapeer, MI 48446

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between City and Contractor. No oral representations shall amend or modify this contract which can only be amended with written consent of all parties hereto.
14. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan and shall be binding upon the Contractor's successors, assigns, and legal representatives.

This agreement was entered into this **1st day of December, 2025.**

**City of Lapeer**

By: \_\_\_\_\_  
Jeramy Hing, Its Mayor

By: \_\_\_\_\_  
Mike Womack, Its City Manager

**Contractor**

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **Contractor Responsibilities Exhibit "A"**

**Contractor Title:** Housing Choice Voucher (HCV) Inspector  
**Department:** Housing Improvement Department  
**Prepared by:** Denise Soldenski, Director of Housing & Neighborhood Dev.  
**Prepared Date:** November 2014  
**Revised:** October 10, 2024

### **Summary**

Performs Housing Quality Standard (HQS) Inspections and/or National Standards for the Physical Inspection of Real Estate (NSPIRE) and other defined tasks to accomplish compliance and high performance under the City of Lapeer's contract with the Michigan State Housing Development Authority (MSHDA) for Housing Choice Voucher (HCV) administration. Follows all Department of Housing and Urban Development (HUD) and MSHDA 2025-2026 Contract parameters, program regulations as well as Standard Operating Procedures (SOP) and Elite database procedures.

### **Essential Duties and Responsibilities**

Contractual essential duties and responsibilities, may include, but are not limited to, the following tasks, knowledge, skills and other characteristics. This list of tasks is illustrative of the requirements of only the Michigan State Housing Development Authority's (MSHDA) Housing Choice Voucher (HCV) program and HUD requirements and is not a comprehensive listing of all functions and tasks performed by the HCV Inspector. The HCV Inspector's main duty and responsibility is to work towards and ensure that the City's Housing Choice Voucher (HCV) program is compliant with MSHDA and HUD rules and requirements.

1. Conduct initial inspections, re-inspections, annual inspections, special and/or quality inspections of rental properties in the HCV Program to help insure that the rental properties are in compliance with the Federal HUD HQS/NSPIRE and MSHDA Standard Operating Procedures as well as the MSHDA HQS/NSPIRE guidebook including Lead Paint Inspection Guidelines;
2. Knowledge of current MSHDA SOP where applicable to the inspection process and HQS/NSPIRE/Lead Paint regulations;
3. Coordinate inspection appointments with Landlords and Tenants using required MSHDA Notice of Inspection form from the client list generated by MSHDA's Elite software system. Landlord and Tenants must be provided a minimum of a 72 hour notice of inspection. Inspections should occur between the hours of 8am and 7pm, typically on business days only. Inspection time blocks should be no longer than 4 hours;
4. Provide inspection schedule to City of Lapeer at beginning of each month, preferably prior to first inspection of the month.
5. Initial inspections must be completed within 10 calendar days of notification by the City of Lapeer. Re-inspections of initial inspections must be completed within 5 business days of notice from the landlord that corrections have been made. If

necessary, contractor will return to do follow-up inspections to verify that: a.) all utilities are properly in service prior to passing the inspection (i.e. HAP contract cannot be executed until unit passes with utilities); b.) tenant supplied appliances are installed and working properly within 30 days of HAP contract approval (i.e. HAP Contract can be signed only after confirmation from family that appliances are present and working). When appliances are not present at confirmatory inspection, contractor will note in the comment section on electronic tablet or cell phone application and notify City of Lapeer staff so that termination can take place promptly.

6. When necessary, for units built prior to 1978, provide the MSHDA 105c, Stabilizing Deteriorated Paint Brochure to landlords;
7. Annual inspection dates must occur within 730 calendar days of the previous inspection for that unit, and should be scheduled at least 60-90 days in advance of the inspection due date. Annual Re-inspections must be completed within 30 days of the initial fail date. Contractor must follow the MSHDA protocol for 24 hour fail items (i.e. repair must be verified within 24 hours or notification of abatement of HAP payment must occur);
8. Coordinate regularly with the HCV Specialist on initial HQS/NSPIRE inspections. HUD/MSHDA requires that initial HQS/NSPIRE inspections be completed so that determination of unit adequacy and notification to the family/landlord can occur within 15 days of the Request for Tenancy Approval (RFTA) being submitted to the City of Lapeer. Initial inspections shall be completed within 10 days of request by the City of Lapeer. Re-inspections for initial inspections shall occur within 5 business days of the date the owner notifies contractor that corrections have been completed;
9. Prepare and distribute deficiency notices to the landlord and tenant within 3 business days of the inspection date for units with a failed inspection;
10. Schedule re-inspections for units receiving failed inspection. Re-inspections must be completed within 30 days of the date of the initial inspection (unless a 24 hour fail). If a notice of re-inspection is made via mail the Inspector must complete a Notice of Inspection to the Tenant and Landlord;
11. Unless using electric handheld tablet, provide the original completed inspection form and accompanying documents (passed unit) or a copy of the completed inspection form (fail) to the City of Lapeer office within the earlier of 5 business days of the date of actual inspection or by 3 business days before the inspection expires so that prompt entry into the Elite system can be processed per MSHDA requirements, if necessary. After the re-inspection passes, provide the original completed inspection form with the accompanying documents within 5 business days of the date of re-inspection so that prompt entry into the Elite system can be processed per MSHDA requirements if necessary;
12. Per MSHDA SOP, will properly and accurately use electronic hand-held tablet or cell phone and HQS/NSPIRE Application to conduct and document HQS/NSPIRE inspections per MSHDA training and upload/sync tablet/phone to Elite after each inspection date preferably prior to 8am the following day. Tablet/phone to be provided for use by the City of Lapeer.
13. Supply and wear protective footwear and personal protective equipment (PPE)



- upon participant/tenant/landlord request during inspections and PPE when required by MSHDA or City of Lapeer;
14. Report no shows and failed re-inspections to the City of Lapeer (HCV Specialist and/or Processor) immediately in writing, and specifically follow MSHDA SOP for proper notifications to both tenant and landlord for no shows. Inspector is responsible for tenant/landlord notifications (door hangers, mailed final notices of inspection);
  15. Notify the HCV Specialist and Processor immediately when abatements and/or exterior delays are necessary so that the proper paperwork can be completed in a timely manner per MSHDA SOP;
  16. A complete set of paperwork (hereinafter the "packet") for each scheduled inspection includes:
    - Notice of Inspection (or "verbal" can be used when necessary, per MSHDA SOP)
    - Inspection Form – Including signature of the inspector and person present for inspection along with other required information. This is eliminated with electronic hand-held devices.
    - Deficiency Notice – If the initial inspection failed.
    - Notice of Re-Inspection or a completed verbal appointment on the front page of the Inspection report if necessary.
    - Any door hangers/MSHDA 73s
    - Any MSHDA 77 Supplemental Information Forms relating to the particular inspection (i.e. rescheduled inspections/re-inspections)
    - \* A deduction of \$5.00 per inspection will be made for any incomplete, inaccurate or untimely inspection paperwork that results in a MSHDA performance error for the City of Lapeer Housing Department.
  17. Compare unit type noted in the Elite Unit entry module to the actual unit type. Report, in writing, any discrepancies to the City of Lapeer HCV Specialist, Processor or Compliance Specialist;
  18. Review the Reasonable Accommodation lists (either Elite or request from City of Lapeer) to confirm proper use of unit per MSHDA approved Reasonable Accommodation. The inspector must note how the bedroom is being used on the Inspection Checklist, HUD52580 page 7 or on the handheld via comments, during each annual inspection. Report all discrepancies to City of Lapeer;
  19. Utilize the City of Lapeer maintained direct line to retrieve messages from Tenants, Landlords, and City of Lapeer Housing Staff related to inspections;
  20. Include any necessary notifications in mailings to tenants/landlords as per requested by the City of Lapeer;
  21. Wear a picture I.D. badge provided by the City of Lapeer to each inspection;
  22. Supply any needed equipment required to effectively complete HQS/NSPIRE inspections, i.e. flashlight, three and two prong socket tester, tape measure, thermometer, PPE, etc;
  23. Report appropriate landlord issues, occupancy situations, fraud, and other related matters to the Director of Housing and Neighborhood Development, HCV Specialist, and HCV Processor;
  24. Maintain confidentiality of HCV Program tenant information being processed and

- handled by independent contractor;
25. Communicate regularly with the Director of Housing and Neighborhood Development, the City's HCV Specialist, HCV Processor and the Housing Compliance Specialist;
  26. Complete any upcoming required MSHDA HQS/NSPIRE training sessions, at own expense, or other MSHDA required training sessions, and present a certificate of completion to the City of Lapeer Housing Department along with completion of the HUD visual Lead Paint online training prior to performing any HQS/NSPIRE inspections;
  27. Inspector will not have any vested interest in any of the properties scheduled for inspection;
  28. Accompany MSHDA and City of Lapeer staff on annual State audit inspections (generally 6 units per year scheduled on the same day); if requested;

Performs other duties as required to fulfill the performance requirements of the MSHDA Housing Agent Contract.

#### **General Knowledge, Skills and Other Characteristics**

- Prior knowledge or the ability to learn and follow Federal (HUD), State (MSHDA), and Local (City of Lapeer) regulations and Standard Operating Procedures as they relate to subsidized housing. The ability to interpret and apply relevant policies/regulations to everyday common scenarios;
- Capacity to adapt and embrace frequent changes in policy/procedures when necessary;
- Ability to work responsibly and independently; yet be a valuable participant in a team environment;
- Ability to maintain a professional demeanor and respect/protect confidential personal landlord and client information;
- Ability to be a courteous and respectful customer service representative; yet concisely respond to client questions/concerns as they relate to subsidized housing;
- Ability to network amongst the general public, clients, landlords, realtors, local community members, MSHDA, other City of Lapeer departments in efforts to develop and maintain effective working relationships;
- Skilled knowledge of computer systems for daily usage and communication (i.e. Word, Excel, databases, internet, electronic filing, Outlook email).
- Skilled ability to organize multiple tasks and prioritize accordingly to meet program deadlines;
- Ability to work with hard copy and electronic documentation; and knowledge of standard records and general file management;
- Professionalism in handling confidential information

#### **Minimum Qualifications**

- High School Diploma and two years relevant, progressively responsible clerical, case management or related work in subsidized housing, property management, public housing programs or closely related duties involving working with diverse clients;
- Valid State of Michigan Driver's license;

- Contractor must have general liability insurance in the amount of \$500K per occurrence/\$1 million aggregate with the City of Lapeer named as an additional insured;
- Competency utilizing computer systems/software;
- Ability to obtain approval as a Key Person through the MSHDA screening process;
- Ability to complete multiple functions accurately and timely

**Physical Demands**

The physical demands described here are representative of those that must be met by the contractor to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the contractor is frequently required to stand; use hands and fingers to handle or feel objects; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The contractor is occasionally required to taste or smell. The contractor must frequently lift and/or move up to 15 pounds and occasionally lift and/or move up to 35 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Must be able to deal with a high volume of stress.

## HOUSING CHOICE VOUCHER PROCESSOR INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into between the City of Lapeer Housing Department (hereinafter referred to as "City") and Jodi Mauk for the position of HOUSING CHOICE VOUCHER PROCESSOR (hereinafter referred to as "Contractor" or "you" or "your.")

1. **Term.** Unless terminated earlier as permitted herein, the term of the Agreement shall be from January 1<sup>st</sup>, 2026, through December 31, 2026 (the "Term"). Regardless of the Term, the City may, in its sole discretion, terminate this Agreement if the City's contract with the Michigan State Housing Development Authority ("MSHDA") that supports and/or requires the Services (as defined herein): (i) is terminated; (ii) modified such that the Services are not required; or (iii) modified such that the scope of the Services is changed. Further, either party may terminate this Agreement by providing 45 days written notice. The City is not liable to compensate Contractor for Services not performed or for any time after this Agreement expires or is terminated.
2. **Services.** Pursuant to this Agreement, Contractor shall provide services as are necessary to ensure the City is compliant with MSHDA's Housing Choice Voucher (HCV) program. Contractor shall keep the City and its employees apprised on all matters and perform such services at such times as reasonably necessary to ensure compliance with the HVC program. The services to be performed under this Agreement are as required in this Paragraph and as set forth in the contractor responsibilities description attached hereto as Exhibit A, which may be modified from time to time at the sole discretion of the City. Collectively all services required to be performed by Contractor pursuant to this Agreement shall be referred to as the "Services".
3. **Compensation.** In exchange for the Services over the Term, the City will pay Contractor \$51,500/year (the "Compensation"). The Compensation shall be paid to Contractor in equal installments over the Term every two weeks, for Services provided the prior two weeks, on the same schedule as employees for the City are paid. Contractor's entitlement to the Compensation, is subject to Contractor completing the Services consistent with the requirements of this Agreement. Contractor is not eligible to participate in any employee benefit programs offered to City employees. Further, the City shall not be obligated to pay the Compensation during any period or in which Contractor is unable to or does not render the Services. In addition to the Compensation, the City shall pay Contractor an incentive bonus of **\$1000** if the City determines Contractor has obtained high performance status related to the Services (the "Incentive Bonus"). For purposes of this Agreement, high performance status will be determined based on whether the City receives a performance incentive payment from MSHDA related to the Services for the 2024 calendar year (i.e. if the City does not receive a performance incentive payment, Contractor shall not be eligible to receive the Incentive Bonus; if the City receives a MSDHA incentive payment, Contractor is entitled to receive the Incentive Bonus). If the City determines Contractor is eligible for the Incentive Bonus, such shall be paid to Contractor on or before **February 28, 2027**. In addition, Contractor shall receive a maximum incentive of **\$300** for the Term (the "MSDHA Bonus") based upon the MSDHA Key to Homeownership Program detailed in Exhibit B. The City

shall have no liability to Contractor except to pay the Compensation, Incentive and MSHDA Bonuses if eligible. The City will not withhold FICA (Social Security and Medicare taxes) from any payment to Contractor or make FICA payments of Contractor. Likewise, the City will not make state or federal unemployment compensation contributions on Contractor's behalf. Contractor shall pay all taxes incurred while performing the Services including all applicable income taxes and, if Contractor is not a corporation or limited liability company, self-employment (Social Security) taxes. On demand, Contractor shall provide City with proof that such payments have been made.

3. **Independent Contractor.** Contractor is an independent contractor and not of an officer, employee, or agent of the City. Contractor shall control the means and methods of providing the Services. The City retains control over all provided by the City. Based on the contract requirements by MSHDA to hold regular office hours, the City and the contractor will negotiate and set regular weekly hours. The Services are not personal and may be performed by Contractor's employees or sub-contractors, provided that any person or entity performing the Services must be: (i) adequately trained; (ii) licensed; (iii) qualified to perform the HVC programs services, as determined by MSHDA and the Department of Housing and Urban Development ("HUD"); and (iv) meet the Minimum Qualifications set forth below.
4. **Minimum Qualifications.** Contractor certifies that he/she has at a minimum a two year college degree and relevant experience necessary to perform the Services as required herein. Contractor is experienced in Housing Choice Voucher Processor work, has been trained and holds applicable certifications deeming Contractor qualified to administer the Housing Choice Voucher Program as it pertains to the MSHDA/HUD contract with City of Lapeer.
5. **Ethics.** It is the collective interest of both the Contractor and the City that the City and its residents are served in the highest ethical manner possible. Consequently, the Contractor agrees that all activities and Services performed pursuant to this Agreement will be carried out consistent with the highest level of ethics and legal standards of conduct. Contractor shall be responsible for identifying and advising the City of any potential, actual, or apparent conflicts of interest. Regardless of the Term, the City may terminate this Agreement, if the City determines there is a conflict of interest.
6. **Records.** All records or other documents (including copies, summaries, or disks or other medium for electronic storage of information) prepared or acquired by Contractor in performing the Services shall be considered property of the City and shall be surrendered to City upon request or upon expiration or termination of this Agreement. Records related to this Agreement or the Services may be subject to public disclosure under the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 et seq.

7. **Fringe Benefits.** As an independent contractor, Contractor understands that neither Contractor nor its employees or subcontract personnel are eligible to participate in any City of Lapeer employee pension, health, vacation pay, sick pay, or other fringe-benefit plan of the City.
8. **Insurance.** Contractor shall not commence performance of the Services until Contractor has obtained the insurance required herein. All coverage will be with insurance companies licensed and admitted to do business in the State of Michigan and which are deemed acceptable to the City.

**Workers Compensation Insurance** – City shall not obtain worker's compensation insurance on Contractor's behalf. The Contractor shall procure a sole proprietorship exemption in lieu of workers compensation if the Contractor does not engage any employees to assist in the fulfillment of this Agreement. Proof of either workers' compensation insurance or no requirement for same shall be provided to the City at the City's request.

**Unemployment Compensation** – The City shall make no state or federal unemployment compensation payments on Contractor's behalf or in regard to the Services. Contractor shall not be entitled to unemployment compensation benefits in connection with the Services or this Agreement. If Contractor receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by the City under this Agreement.

**Commercial General Liability Insurance** – Contractor shall procure and maintain during the Term of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits on liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent.

9. **Proof of Insurance Coverage.** Contractor shall provide City at the time this Agreement is executed, certificates and policies as listed herein: one (1) copy of Certificate of Insurance for Workers Compensation Insurance or Sole Proprietor documentation per the City of Lapeer requirements and as appropriate under State of Michigan law; and one (1) copy of Certificate of Insurance for Commercial General Liability Insurance. If any of the above coverages expire during the Term, Contractor shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date. Failure to maintain insurance as required herein shall be considered a breach of this Agreement.

10. **City Income Tax.** Contractor, and any employees or sub-contractors retained on Contractor's behalf to perform all or part of the Services within the City of Lapeer, shall comply with Chapter 23 of the Ordinances of the City of Lapeer, that being the City's income tax ordinance, by completing an Employer Withholding Registration Form, filing quarterly withholding on all employees working in the City and by filing an annual return on contractor's net profit. Contractor shall ensure that all its employees or sub-contractors comply with the terms and provisions of the City Income Tax Ordinance and shall furnish to the City the names and addresses of all such employees and sub-contractors or be responsible for the payment to the City of the income tax under the Ordinance pursuant to its terms.
11. **Indemnification.** Regardless of fault, Contractor assumes all responsibility for and shall indemnify, defend, and hold the City harmless from and for any and all liability for losses, expenses, fines, taxes, fees (including attorney fees), costs, penalties, damages, injuries (including personal injury), demands, complaints, and/or claims arising in any way out of the Services or this Agreement. Contractor's obligations pursuant to this paragraph apply regardless of whether Contractor or one of Contractor's employees or subcontractors performs the Services.
12. **Cancellation Notice.** Workers Compensation Insurance and Commercial General Liability Insurance as described above, shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material change shall be sent to:
- Heather Bowman, HR Professional  
Lapeer City Hall, 576 Liberty Park, Lapeer, MI 48446
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between City and Contractor. No oral representations shall amend or modify this contract which can only be amended with written consent of all parties hereto.
14. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan and shall be binding upon the Contractor's successors, assigns, and legal representatives.

This agreement was entered into this 1<sup>st</sup> day of December, 2025.

**City of Lapeer**

**Contractor**

By: \_\_\_\_\_  
Jeremy Hing, Its Mayor

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_  
Mike Womack, Its City Manager

## **Contractor Responsibilities Exhibit "A"**

**Contractor Title:** Housing Choice Voucher (HCV) Processor  
**Department:** City of Lapeer Housing Improvement Department  
**Prepared By:** Denise Soldenski, Director of Housing and Neighborhood Dev.  
**Prepared Date:** March 23, 2015  
**Revised:** October 10, 2024

### **Summary**

Performs a variety of functions associated with program administration, case processing, compliance and performance for the Michigan State Housing Development Authority (MSHDA) Housing Choice Voucher Program (HCV). Follows all Department of Housing and Urban Development (HUD) and MSHDA 2025-2026 Contract parameters, program regulations as well as Standard Operating Procedures (SOP) and Elite database procedures.

### **Essential Duties and Responsibilities**

Contractual essential duties and responsibilities, as defined under the Americans with Disabilities Act may include, but are not limited to, the following tasks, knowledge, skills and other characteristics. This list of tasks is illustrative only and is not a comprehensive listing of all functions and tasks performed by the Housing Choice Voucher Program Processor. The HCV Processor's main duty and responsibility is to work towards and ensure that the City's Housing Choice Voucher (HCV) program is compliant with MSHDA and HUD rules and requirements.

1. Handles and maintains paperwork confidentially and accurately;
2. Effectively uses the Elite database to accurately pull reports on a monthly basis relating to Annual Re-Exams;
3. Assembles and distributes Annual Re-Exam client packets via mail or in person to ensure document reaches intended party;
4. Responds to requests for income changes, family composition changes, moves, and other situations that prompt a formal change in case status;
5. Properly completes all required background checks on new admissions, annuals, interims, moves, and family changes and identifies the need for further review when necessary;
6. Properly applies SOP to determine eligibility of applicants and continued assistance of participants based on results of background checks;
7. Ensures that all necessary income, asset, disability, and general verifications are completed in a timely manner so that new admissions, annual reviews, interims, and moves meet required deadlines and certification dates;
8. Proactively seeks out missing information from clients;
9. Explains and responds accurately to questions regarding annual re-exams and interims;
10. Applies clearly defined standard operating procedures to client individual situations;



11. Usage of and protection of highly sensitive information retrieved from HUD's Enterprise Income Verification (EIV) system and other sources;
12. Accurately calculates annual adjusted income and income changes per standard operating procedures to avoid costly errors;
13. Accurate entry of income, assets, general family info, etc. into the Elite database system;
14. Processes annual re-exams, interims, and corrections in Elite through to approval;
15. Familiar with all functions in Elite database to avoid errors;
16. Maintains logs to track monthly progress of annual re-exams, interim changes, reasonable accommodations, annual re-exam searching, and HQS abatements;
17. Contacts clients when necessary to provide or obtain information on a regular basis;
18. Identifies and verifies unreported income/assets so that repayment agreements can be processed in a timely manner;
19. Monitors repayment agreements on a monthly basis to determine delinquencies per SOP. Provides and documents verbal and written payment reminders to clients, and if necessary, follows up properly to program termination.
20. Completes repayment calculations accurately and submits to MSHDA in a timely manner per SOP.
21. Identifies and verifies Reasonable Accommodation requests and properly submits to the Michigan State Housing Development Authority (MSHDA) for review;
22. Recognizes special circumstances that would affect client income (i.e. training programs and Earned Income Disallowance (EID) cases) and processes those cases accurately and timely;
23. When necessary, accurately inputs inspection results into the Elite database after receiving from inspector;
24. Properly manipulates inspection data from electronic hand-held device and Housing Quality Standards (HQS)/National Standards for the Physical Inspection of Real Estate (NSPIRE) Application to computer and vice-versa per MSHDA SOP;
25. Accurately inputs an HQS/NSPIRE Only certification into Elite in proper MTSC order the earliest of 15 business days following the inspection or the day before the inspection expiration to meet the 730 day inspection completion requirement;
26. Properly follows Elite guides and MSHDA SOP for inspection no shows, 24 hour fails, secondary re-inspection fails, inspection deadline extensions, and abatements;
27. Processes and follows up with inspection abatements when necessary to avoid paying landlords that fail to abide by inspection requirements;
28. Achieves and maintains MSHDA agent training and Housing Quality Standard (HQS)/NSPIRE Inspection training, at own expense;
29. Obtains general understanding of Lead Based Paint inspection requirements for units built prior to 1978 housing children under the age of 6;
30. Evaluates and monitors MSHDA Elite reports and City of Lapeer activity logs to maintain, at minimum, standard monthly and quarterly performance as measured by MSHDA;
31. Properly reviews case files so that internal quality control approvals can be made with minimal errors/changes;
32. Carefully and accurately approves case files when necessary with zero errors;
33. Sufficiently corrects audit errors per MSHDA SOP and timelines;

34. Attends necessary training classes and conferences that relate to MSHDA subsidy programs, at own expense.
35. Strives for high performer status from MSHDA monthly, quarterly and hot spot audits;

Performs other duties as required to fulfill the performance requirements of the MSHDA Housing Agent Contract.

#### **General Knowledge, Skills and Other Characteristics**

- Prior knowledge or the ability to learn and follow Federal (HUD), State (MSHDA), and Local (City of Lapeer) regulations and Standard Operating Procedures as they relate to subsidized housing. The ability to interpret and apply relevant policies/regulations to everyday common scenarios.
- Capacity to adapt and embrace frequent changes in policy/procedures when necessary.
- Ability to work responsibly and independently; yet be a valuable participant in a team environment.
- Ability to maintain a professional demeanor and respect/protect confidential personal landlord and client information.
- Ability to be a courteous and respectful customer service representative; yet concisely respond to client questions/concerns as they relate to subsidized housing.
- Ability to network amongst the general public, clients, landlords, realtors, local community members, MSHDA, other City of Lapeer departments in efforts to develop and maintain effective working relationships.
- Skilled knowledge of computer systems for daily usage and communication (i.e. Word, Excel, databases, internet, electronic filing, Outlook email).
- Skilled ability to organize multiple tasks and prioritize accordingly to meet program deadlines.
- Ability to accurately complete basic and intermediate mathematical calculations on a regular basis. Must be able to quickly and accurately calculate tenant rent (Total Tenant Payment) based on several factors.
- Ability to work with hard copy and electronic documentation; and knowledge of standard records and general file management.
- Professionalism in handling confidential information.

#### **Minimum Qualifications**

- Two-year college degree in business, client services, and/or other administrative/professional field; or progressively responsible clerical, case management or related work in a subsidized housing, property management, public housing program or closely related duties involving working with diverse clients;
- Valid State of Michigan Driver's license;
- Contractor must have general liability insurance in the amount of \$500K per occurrence/\$1 million aggregate with the City of Lapeer named as an additional insured;
- Competency utilizing computer systems/software;
- Ability to obtain approval as a Key Person through the MSHDA screening process;

- Ability to complete multiple functions accurately and timely

**Physical Demands**

The physical demands described here are representative of those that must be met by the contractor to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the contractor is frequently required to stand; use hands and fingers to handle or feel objects; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The contractor is occasionally required to taste or smell. The contractor must frequently lift and/or move up to 15 pounds and occasionally lift and/or move up to 35 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Must be able to deal with a high volume of stress.

## **Contract Exhibit B**

### **For Housing Choice Voucher Specialist and Processor**

**Contract Dates 1/1/2026 – 12/31/2026**

This amendment applies to the incentive and standard process for the MSHDA Key to Own Program.

#### **MSHDA Procedure to Follow:**

- If a voucher holder is going off the HCV program because they are purchasing a home, in order to qualify for the incentive fee the following needs to occur:
  1. Obtain a statement from the client stating that they will be withdrawing from the program due to purchasing a home. They need to include when they intend to close, (an End Of Participation (EOP) date) and they must provide the new home address. This information is necessary to process the termination in good standing.
  2. Send an email to MSHDA Key to Own representative with the information from #1
  3. Send the original file to MSHDA Key to Own representative
  4. Place a payment hold on the case – but do not process an EOP.
  5. Follow up with placing the case in the Action Log to track/monitor
  6. Maintain/monitor regular reports so that HQS inspections and Annual Re-Exams do not trigger poor performance while file is on hold for Homeownership processing.
  7. Follow up by ensuring that an EOP actually occurs in Elite.
- For Zero HAP clients, include MSHDA provided flyer with notices to Zero HAP clients when their 1<sup>st</sup> Zero HAP notice is sent to generate potential interest in Key to Own program.

#### **For incentive to Contractors:**

The incentive fee paid to the City of Lapeer for qualified Key to Own files is \$500/file from MSHDA. \$100 of that fee will be split (\$50 each) between both the Processor and Specialist with an annual cap of \$300/year each. A year will be the calendar year (January 1<sup>st</sup> – December 31<sup>st</sup>) and will be defined by date paid by MSHDA to City of Lapeer. This amount would be the equivalent of 6 Key to Own projects. Even so, the goal for the City of Lapeer per MSHDA is 3% of the overall caseload, and it is expected that contractors will strive to meet or exceed goal beyond this annual cap.

Contractors should track and report to Housing Director the payments expected from the Key to Own program and expected date of payment. Housing Director will verify payments via MSHDA monthly payment process. After payments are verified, contractors shall add \$50 payment amount with a line item stating Key to Own program incentive with first initial and last name of participant.

## HOUSING CHOICE VOUCHER SPECIALIST INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into between the City of Lapeer Housing Department (hereinafter referred to as "City") and Shannon M. Smith for the position of HOUSING CHOICE VOUCHER SPECIALIST (hereinafter referred to as "Contractor" or "you" or "your.")

1. **Term.** Unless terminated earlier as permitted herein, the term of the Agreement shall be from January 1<sup>st</sup>, 2026, through December 31, 2026 (the "Term"). Regardless of the Term, the City may, in its sole discretion, terminate this Agreement if the City's contract with the Michigan State Housing Development Authority ("MSHDA") that supports and/or requires the Services (as defined herein): (i) is terminated; (ii) modified such that the Services are not required; or (iii) modified such that the scope of the Services is changed. Further, either party may terminate this Agreement by providing 45 days written notice. The City is not liable to compensate Contractor for Services not performed or for any time after this Agreement expires or is terminated.
2. **Services.** Pursuant to this Agreement, Contractor shall provide services as are necessary to ensure the City is compliant with MSHDA's Housing Choice Voucher (HCV) program. Contractor shall keep the City and its employees apprised on all matters and perform such services at such times as reasonably necessary to ensure compliance with the HVC program. The services to be performed under this Agreement are as required in this Paragraph and as set forth in the contractor responsibilities description attached hereto as Exhibit A, which may be modified from time to time at the sole discretion of the City. Collectively all services required to be performed by Contractor pursuant to this Agreement shall be referred to as the "Services".
3. **Compensation.** In exchange for the Services over the Term, the City will pay Contractor \$51,500/year (the "Compensation"). The Compensation shall be paid to Contractor in equal installments over the Term every two weeks, for Services provided the prior two weeks, on the same schedule as employees for the City are paid. Contractor's entitlement to the Compensation, is subject to Contractor completing the Services consistent with the requirements of this Agreement. Contractor is not eligible to participate in any employee benefit programs offered to City employees. Further, the City shall not be obligated to pay the Compensation during any period or in which Contractor is unable to or does not render the Services. In addition to the Compensation, the City shall pay Contractor an incentive bonus of **\$1000** if the City determines Contractor has obtained high performance status related to the Services (the "Incentive Bonus"). For purposes of this Agreement, high performance status will be determined based on whether the City receives a performance incentive payment from MSHDA related to the Services for the 2024 calendar year (i.e. if the City does not receive a performance incentive payment, Contractor shall not be eligible to receive the Incentive Bonus; if the City receives a MSDHA incentive payment, Contractor is entitled to receive the Incentive Bonus). If the City determines Contractor is eligible for the Incentive Bonus, such shall be paid to Contractor on or before **February 28, 2027**. In addition, Contractor shall receive a maximum incentive of **\$300** for the Term (the "MSDHA Bonus") based upon the MSDHA Key to Homeownership Program detailed in Exhibit B. The City

shall have no liability to Contractor except to pay the Compensation, Incentive and MSHDA Bonuses if eligible. The City will not withhold FICA (Social Security and Medicare taxes) from any payment to Contractor or make FICA payments of Contractor. Likewise, the City will not make state or federal unemployment compensation contributions on Contractor's behalf. Contractor shall pay all taxes incurred while performing the Services including all applicable income taxes and, if Contractor is not a corporation or limited liability company, self-employment (Social Security) taxes. On demand, Contractor shall provide City with proof that such payments have been made.

3. **Independent Contractor.** Contractor is an independent contractor and not of an officer, employee, or agent of the City. Contractor shall control the means and methods of providing the Services. The City retains control over all provided by the City. Based on the contract requirements by MSHDA to hold regular office hours, the City and the contractor will negotiate and set regular weekly hours. The Services are not personal and may be performed by Contractor's employees or sub-contractors, provided that any person or entity performing the Services must be: (i) adequately trained; (ii) licensed; (iii) qualified to perform the HVC programs services, as determined by MSHDA and the Department of Housing and Urban Development ("HUD"); and (iv) meet the Minimum Qualifications set forth below.
4. **Minimum Qualifications.** Contractor certifies that he/she has at a minimum a two year college degree and relevant experience necessary to perform the Services as required herein. Contractor is experienced in Housing Choice Voucher Specialist work, has been trained and holds applicable certifications deeming Contractor qualified to administer the Housing Choice Voucher Program as it pertains to the MSHDA/HUD contract with City of Lapeer.
5. **Ethics.** It is the collective interest of both the Contractor and the City that the City and its residents are served in the highest ethical manner possible. Consequently, the Contractor agrees that all activities and Services performed pursuant to this Agreement will be carried out consistent with the highest level of ethics and legal standards of conduct. Contractor shall be responsible for identifying and advising the City of any potential, actual, or apparent conflicts of interest. Regardless of the Term, the City may terminate this Agreement, if the City determines there is a conflict of interest.
6. **Records.** All records or other documents (including copies, summaries, or disks or other medium for electronic storage of information) prepared or acquired by Contractor in performing the Services shall be considered property of the City and shall be surrendered to City upon request or upon expiration or termination of this Agreement. Records related to this Agreement or the Services may be subject to public disclosure under the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 et seq.

7. **Fringe Benefits.** As an independent contractor, Contractor understands that neither Contractor nor its employees or subcontract personnel are eligible to participate in any City of Lapeer employee pension, health, vacation pay, sick pay, or other fringe-benefit plan of the City.
8. **Insurance.** Contractor shall not commence performance of the Services until Contractor has obtained the insurance required herein. All coverage will be with insurance companies licensed and admitted to do business in the State of Michigan and which are deemed acceptable to the City.

**Workers Compensation Insurance** – City shall not obtain worker's compensation insurance on Contractor's behalf. The Contractor shall procure a sole proprietorship exemption in lieu of workers compensation if the Contractor does not engage any employees to assist in the fulfillment of this Agreement. Proof of either workers compensation insurance or no requirement for same shall be provided to the City at the City's request.

**Unemployment Compensation** – The City shall make no state or federal unemployment compensation payments on Contractor's behalf or in regard to the Services. Contractor shall not be entitled to unemployment compensation benefits in connection with the Services or this Agreement. If Contractor receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by the City under this Agreement.

**Commercial General Liability Insurance** – Contractor shall procure and maintain during the Term of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits on liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent.

9. **Proof of Insurance Coverage.** Contractor shall provide City at the time this Agreement is executed, certificates and policies as listed herein: one (1) copy of Certificate of Insurance for Workers Compensation Insurance or Sole Proprietor documentation per the City of Lapeer requirements and as appropriate under State of Michigan law; and one (1) copy of Certificate of Insurance for Commercial General Liability Insurance. If any of the above coverages expire during the Term, Contractor shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date. Failure to maintain insurance as required herein shall be considered a breach of this Agreement.

10. **City Income Tax.** Contractor, and any employees or sub-contractors retained on Contractor's behalf to perform all or part of the Services within the City of Lapeer, shall comply with Chapter 23 of the Ordinances of the City of Lapeer, that being the City's income tax ordinance, by completing an Employer Withholding Registration Form, filing quarterly withholding on all employees working in the City and by filing an annual return on contractor's net profit. Contractor shall ensure that all its employees or sub-contractors comply with the terms and provisions of the City Income Tax Ordinance and shall furnish to the City the names and addresses of all such employees and sub-contractors or be responsible for the payment to the City of the income tax under the Ordinance pursuant to its terms.

11. **Indemnification.** Regardless of fault, Contractor assumes all responsibility for and shall indemnify, defend, and hold the City harmless from and for any and all liability for losses, expenses, fines, taxes, fees (including attorney fees), costs, penalties, damages, injuries (including personal injury), demands, complaints, and/or claims arising in any way out of the Services or this Agreement. Contractor's obligations pursuant to this paragraph apply regardless of whether Contractor or one of Contractor's employees or subcontractors performs the Services.

12. **Cancellation Notice.** Workers Compensation Insurance and Commercial General Liability Insurance as described above, shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material change shall be sent to:

Heather Bowman, HR Professional  
Lapeer City Hall, 576 Liberty Park, Lapeer, MI 48446

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between City and Contractor. No oral representations shall amend or modify this contract which can only be amended with written consent of all parties hereto.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan and shall be binding upon the Contractor's successors, assigns, and legal representatives.

This agreement was entered into this **1<sup>st</sup> day of December, 2025.**

**City of Lapeer**

**Contractor**

By: \_\_\_\_\_  
Jeramy Hing, Its Mayor

By: \_\_\_\_\_

By: \_\_\_\_\_  
Mike Womack, Its City Manager

Its: \_\_\_\_\_



## **Contractor Responsibilities Exhibit "A"**

**Contractor Title:** Housing Choice Voucher (HCV) Specialist  
**Department:** Housing Improvement Department  
**Prepared By:** Denise Soldenski, Director of Housing & Neighborhood Dev.  
**Prepared Date:** November 26, 2012  
**Revised:** October 10, 2024

### **Summary**

Performs a variety of functions associated with overall program administration, management, compliance and performance of the Michigan State Housing Development Authority's (MSHDA) Housing Choice Voucher (HCV) program. Follows all Department of Housing and Urban Development (HUD) and MSHDA 2025-2026 Contract parameters, program regulations as well as Standard Operating Procedures (SOP) and Elite database procedures.

### **Essential Duties and Responsibilities**

Contractual essential duties and responsibilities, may include, but are not limited to, the following tasks, knowledge, skills and other characteristics. This list of tasks is illustrative of the requirements of the Michigan State Housing Development Authority's (MSHDA) Housing Choice Voucher (HCV) program and HUD requirements and is not a comprehensive listing of all functions and tasks performed by the HCV Specialist. The HCV Specialist main duty and responsibility is to work towards and ensure that the City's Housing Choice Voucher (HCV) program is compliant with MSHDA and HUD rules and requirements.

1. Provides case management to HCV participants and applicants;
2. Provides case management and maintains waitlist per SOP for Project Based Vouchers (PBV) and Veteran Affairs Supportive Housing (VASH) participants and applicants;
3. Handles transfers cases from within MSHDA's territory and also handles ports coming to/leaving MSHDA's jurisdiction;
4. Handles and maintains paperwork confidentially and accurately;
5. Explains and responds to questions regarding the program in general;
6. Responds to applicant questions regarding their housing assistance status;
7. Provides oversight of waitlist management and determines eligibility for assistance prior to briefing;
8. Properly provides and collects necessary documentation to waitlist applicants from waitlist pull date to briefing or denial date;
9. Verifies income, assets, expenses, allowances, background, references, household composition, and other items;
10. Calculates rents accurately;
11. Recalculates rent payment, housing and/or other needs based on changes;
12. Applies clearly defined policies, procedures, parameters and standards to applicant's individual situation;

13. Provides complete orientation to new admissions, transfers, ports, PBV, and VASH clients;
14. Creates files and records papers associated with applicant/participant;
15. Properly notifies clients and landlords of program or case changes;
16. Completes all moves with continued assistance from move request to landlord payment;
17. Prepares Housing Assistance Payment contracts in an accurate and timely manner, and ensures all new contracts are submitted to MSHDA for landlord payment within 45 days of the execution of the Housing Assistance Payment Contract;
18. Completes all landlord transfers of ownership, address changes, utility changes, and rent increases. Follows SOP to bring changes to conclusion (i.e. new RFTA, HAP, lease when necessary).
19. Identifies program violations, and takes appropriate action to prepare and execute termination of assistance;
20. Mediates landlord / tenant disputes, and responds to inquiries from landlords, participants and unsuccessful applicants;
21. Works with landlords, clients, MSHDA, City of Lapeer staff to resolve issues and concerns;
22. Coordinates work with Housing Compliance Specialist, Housing Choice Voucher Processor and Inspector to ensure all MSHDA deadlines and bench marks are met each month as well as MSHDA reporting requirements;
23. Monitors necessary reports to track current status of files and performance;
24. Skilled in transforming information provided from applicant/landlord completed forms accurately to the computer system to generate precise data sets to calculate rents and eligibility;
25. Reviews situations regarding income, family composition, fraud, end of participation, breach of program responsibilities, and/or other related changes to status;
26. Contractor travels within Lapeer, Huron and Tuscola Counties as needed to meet the MSHDA contract community presence requirement and offer applicants/participants an affordable meeting place;
27. Responds to MSHDA Tech and Resource Specialist inquiries within three days;
28. Achieves and maintains MSHDA agent training and Housing Quality Standard (HQS)/National Standards for the Physical Inspection of Real Estate (NSPIRE) Inspection training, at own expense;
29. Performs Housing Quality Standard (HQS)/National Standards for the Physical Inspection of Real Estate (NSPIRE) inspections as needed and consistently applies Housing Quality Standard(HQS)/National Standards for the Physical Inspection of Real Estate (NSPIRE)'s rules and regulations while performing HCV housing inspections;
30. Per MSHDA SOP, will properly and accurately use electronic hand-held device and HQS/NSPIRE Application to conduct and document HQS/NSPIRE inspections per MSHDA training. Electronic device to be provided for use by the City of Lapeer.
31. Properly transfers inspection data from electronic hand-held device and HQS/NSPIRE Application to computer and vice-versa per MSHDA SOP;
32. Obtains general understanding of Lead Based Paint inspection requirements for units built prior to 1978 housing children under the age of 6;

33. Processes and follows up with inspection abatements when necessary to avoid paying landlords that fail to abide by inspection requirements;
34. Processes and follows up with inspection abatements when necessary to promptly and accurately move tenants or to promptly complete program terminations per MSHDA SOP;
35. Evaluates and monitors MSHDA Elite reports and City of Lapeer activity logs to maintain, at minimum, standard monthly and quarterly performance as measured by MSHDA;
36. Properly reviews case files so that internal quality control approvals can be made with minimal errors/changes;
37. Carefully and accurately approves case files when necessary with zero errors;
38. Sufficiently corrects audit errors per MSHDA SOP and timelines;
39. Attends necessary training classes and conferences that relate to MSHDA subsidy programs, at own expense.
40. Strives for high performer status from MSHDA monthly, quarterly and hot spot audits;

Performs other duties as required to fulfill the performance requirements of the MSHDA Housing Agent Contract.

#### **General Knowledge, Skills and Other Characteristics**

- Prior knowledge or the ability to learn and follow Federal (HUD), State (MSHDA), and Local (City of Lapeer) regulations and Standard Operating Procedures as they relate to subsidized housing. The ability to interpret and apply relevant policies/regulations to everyday common scenarios.
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- Ability to be a courteous and respectful customer service representative; yet concisely respond to client questions/concerns as they relate to subsidized housing.
- Ability to network amongst the general public, clients, landlords, realtors, local community members, MSHDA, other City of Lapeer departments in efforts to develop and maintain effective working relationships.
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- Ability to accurately complete basic and intermediate mathematical calculations on a regular basis. Must be able to quickly and accurately calculate tenant rent (Total Tenant Payment) based on several factors.
- Ability to work with hard copy and electronic documentation; and knowledge of standard records and general file management.
- Professionalism in handling confidential information.

**Minimum Qualifications**

- Two-year college degree in business, client services, and/or other administrative/professional field; or progressively responsible clerical, case management or related work in a subsidized housing, property management, public housing program or closely related duties involving working with diverse clients;
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- Contractor must have general liability insurance in the amount of \$500K per occurrence/\$1 million aggregate with the City of Lapeer named as an additional insured;
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- Ability to complete multiple functions accurately and timely

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## **Contract Exhibit B**

### **For Housing Choice Voucher Specialist and Processor**

**Contract Dates 1/1/2026 – 12/31/2026**

This amendment applies to the incentive and standard process for the MSHDA Key to Own Program.

#### **MSHDA Procedure to Follow:**

- If a voucher holder is going off the HCV program because they are purchasing a home, in order to qualify for the incentive fee the following needs to occur:
  1. Obtain a statement from the client stating that they will be withdrawing from the program due to purchasing a home. They need to include when they intend to close, (an End Of Participation (EOP) date) and they must provide the new home address. This information is necessary to process the termination in good standing.
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  3. Send the original file to MSHDA Key to Own representative
  4. Place a payment hold on the case – but do not process an EOP.
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- For Zero HAP clients, include MSHDA provided flyer with notices to Zero HAP clients when their 1<sup>st</sup> Zero HAP notice is sent to generate potential interest in Key to Own program.

#### **For incentive to Contractors:**

The incentive fee paid to the City of Lapeer for qualified Key to Own files is \$500/file from MSHDA. \$100 of that fee will be split (\$50 each) between both the Processor and Specialist with an annual cap of \$300/year each. A year will be the calendar year (January 1<sup>st</sup> – December 31<sup>st</sup>) and will be defined by date paid by MSHDA to City of Lapeer. This amount would be the equivalent of 6 Key to Own projects. Even so, the goal for the City of Lapeer per MSHDA is 3% of the overall caseload, and it is expected that contractors will strive to meet or exceed goal beyond this annual cap.

Contractors should track and report to Housing Director the payments expected from the Key to Own program and expected date of payment. Housing Director will verify payments via MSHDA monthly payment process. After payments are verified, contractors shall add \$50 payment amount with a line item stating Key to Own program incentive with first initial and last name of participant.



# ITEM H-1

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**Meeting Date:** November 17, 2025  
**Department:** City Manager  
**Requestor:** Mike Womack, City Manager  
**Agenda Item:** 425 Agreement Amendment with Mayfield Twp.

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**RECOMMENDATION (motion):**

Set a Public Hearing at the next Regular Meeting on December 1, 2025, for the purposes of considering an Amendment to the existing 425 Agreement between the City of Lapeer and Mayfield Twp., which would add Parcel Id: 014-031-003-12 into the existing 425 Agreement.

**AGENDA ITEM INFORMATION:**

The Woodbridge Park neighborhood developer has identified a tiny sliver of land that was never brought into the City under the existing 425 Agreement. The developer would like to develop several new homes which would straddle the property line where this parcel is located.

Without adding this property into the 425 Agreement, it would be very unlikely or impossible to develop these homes. Under this proposed agreement, both the City and Township will see a small increase in property tax revenue and several new homes can be built. Representatives from both the City and Township have tentatively agreed to the attached draft proposal, but we are both required to hold a public hearing prior to approval of the agreement.

|                            |     |                            |     |
|----------------------------|-----|----------------------------|-----|
| Budgeted Amount:           | N/A | Funds Requested:           | N/A |
| Funding Source:            |     | CIP Project #:             |     |
|                            |     | Budget Amendment Needed:   |     |
| # of Bids/Quotes Obtained: |     | Budget Amendment Attached: |     |
| Explanation:               |     |                            |     |

**CITY OF LAPEER**  
**Lapeer County, Michigan**  
**2025-\_\_\_\_\_**

**RESOLUTION APPROVING AMENDMENT TO CITY OF  
LAPEER – TOWNSHIP OF MAYFIELD CONTRACT FOR  
CONDITIONAL TRANSFER OF PROPERTY TO ADD  
ADDITIONAL PROPERTY**

At a Regular Meeting of the City Commission of the City of Lapeer, Lapeer County,  
State of Michigan, held on the \_\_\_\_ day of \_\_\_\_\_, 2025, at 6:30 o'clock p.m., local time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Commission member  
\_\_\_\_\_ and supported by Commission member \_\_\_\_\_.

**WHEREAS** the City of Lapeer and Mayfield Township are parties to an Contract for  
Conditional Transfer of Property (the “Act 425 Agreement”) effective as of September 5, 2001.  
The Act 425 Agreement was entered into pursuant to Michigan Act 425 of 1984 (“Act 425”).

**WHEREAS** pursuant the Act 425 Agreement the following described land (the  
“Transferred Property”) that was located within Mayfield Township was transferred to the City  
of Lapeer.

#### **PARCEL A**

Part of the East half of the Southeast quarter of Section 31, Town 8 North, Range 10 East, Mayfield Township, Lapeer County, Michigan, described as beginning at a point on the East section line that is South 00 degrees 42 minutes 56 seconds East 164.05 feet from the East quarter corner of said Section 31; thence continuing along said line, South 00 degrees 42 minutes 56 seconds East 1443.67 feet; thence South 89 degrees 54 minutes 08 seconds West 33.00 feet; thence South 00 degrees 42 minutes 56 seconds East 210.49 feet; thence along a line parallel to and 837.52 feet Northerly of the South section line, South 89 degrees 37 minutes 40 seconds West 222.37 feet; thence North 00 degrees 22 minutes 20 seconds West 400.00 feet; thence South 89 degrees 37 minutes 40 seconds West 435.60 feet; thence South 00 degrees 22 minutes 20 seconds East 400.00 feet; thence along a line parallel to and 837.52 feet Northerly of the South section line, South 89 degrees 37 minutes 40 seconds West 633.55 feet; thence along the Easterly line as occupied of Westbrook No. 2, as recorded in Liber 006, Pages 44 and 45, North 01 degree 16 minutes 00 seconds West 1646.99 feet; thence North 89 degrees 19 minutes 14 seconds East 1340.34 feet to the point of beginning. The above described parcel contains 46.32 acres more or less.

#### **PARCEL B**

Outlots A and B of Greenview Subdivision, according to the plat thereof, as recorded in Liber 2, Page 6 of Lapeer County Plat Records; and part of the South 50 acres of the Northwest fractional  $\frac{1}{4}$  of Section 31, and part of the West 80 acres of the Southwest fractional  $\frac{1}{4}$  of Section 31, T8N-R10E, Mayfield Township, Lapeer County, Michigan, described as: Beginning at a point on the East-West  $\frac{1}{4}$  line of Section 31, that is South 89 degrees 24 minutes 03 seconds East 232.74 feet from the West  $\frac{1}{4}$  corner of Section 31; thence South 00 degrees 07 minutes 54 seconds West 103.10 feet to the Northeast corner of Lot 1 of Greenview Subdivision; thence South 00 degrees 13 minutes 52 seconds West 2213.89 feet along the East line of said Greenview Subdivision to the Southeast corner of Lot 21; thence North 89 degrees 15 minutes 36 seconds West 33.24 feet; thence South 00 degrees 14 minutes 24 seconds West 159.18 feet; thence South 89 degrees 12 minutes 14 seconds East 328.00 feet; thence South 00 degrees 14 minutes 24 seconds West 165.00 feet to the South line of Section 31; thence South 89 degrees 12 minutes 14 seconds East 264.00 feet along the South line of Section 31; thence North 00 degrees 14 minutes 24 seconds East 165.00 feet; thence South 89 degrees 12 minutes 14 seconds East 526.75 feet; thence North 00 degrees 14 minutes 24 seconds East 2479.93 feet; thence South 89 degrees 24 minutes 03 seconds East 732.24 feet along the East-West  $\frac{1}{4}$  line to the center of said Section 31, as occupied; thence North 00 degrees 23 minutes 38 seconds West 1072.49 feet along the North-South  $\frac{1}{4}$  line; thence North 89 degrees 22 minutes 00 seconds West 1577.75 feet; thence South 00 degrees 05 minutes 56 seconds West 485.56 feet; thence North 89 degrees 22 minutes 00 seconds West 232.07 feet; thence South 00 degrees 06 minutes 12 seconds West 210.30 feet; thence North 89 degrees 26 minutes 59 seconds West 233.00 feet to the West line of Section 31; thence South 00 degrees 00 minutes 39 seconds East 66.00 feet along the West line of Section 31; thence South 89 degrees 27 minutes 16 seconds East 233.23 feet; thence South 00 degrees 03 minutes 45 seconds East 207.24 feet; thence South 00 degrees 07 minutes 54 seconds West 104.36 feet to the point of the beginning. Contains 106.0 acres more or less. Reserving therefrom that part used, taken or deeded for Millville and Oregon Roads, so-called.

**WHEREAS** pursuant to the Act 425 Agreement, the Transferred Property was transferred to the City of Lapeer to allow for the City of Lapeer to provide water and sewer services to certain areas within Mayfield Township in an effort to further the economic well being of the City of Lapeer and Mayfield Township.

**WHEREAS** the following described property is located in Mayfield Township adjacent to the Transferred Property (the "Additional Property"). The Additional Property is described for tax purposes as:



PART OF THE E 1/2 OF SEC 31 T8N- R10E, MAYFIELD TOWNSHIP, LAPEER COUNTY, MICHIGAN; BEG AT A POINT ON THE W LINE OF LUXINGTON DR, SAID POINT ALSO ON A LINE BETWEEN CITY OF LAPEER AND TOWNSHIP OF MAYFIELD, BEING DISTANCE S 00 35 59 E 164.05 FT AND S 89 26 11 W 179.07 FT FROM E 1/4 COR SEC 31; TH S 89 26 11 743.53 FT; TH N 01 09 03 W 12.15 FT TO S LINE OF WOODBRIDGE PARK AVE; TH N 88 50 57 E 144.66 FT; TH 21.92 FT ALONG A CURVE TO THE LEFT, RADIUS 260.00 FT, DELTA ANGLE 04 49 48, CHORD BEARING N 86 26 03 E 21.91 FT; TH N 84 01 09 E 364.99 FT; TH 145.52 FT ALONG A CURVE TO THE LEFT, RADIUS 260.00 FT, DELTA ANGLE 32 04 01, CHORD BEARING N 67 59 09 E 143.62 FT TO SAID W LINE OF LUXINGTON DR; TH S 44 40 25 E 57.0-0 FT; TH 73.44 FT ALONG A CURVE TO THE RIGHT, RADIUS 200.00 FT; DELTA ANGLE 21. 02 25, CHORD BEARING S 34 09 12 E 73.03 FT TO POB. CONT 0.63 ACRE, SPLIT FOR 2021 NDH.

Parcel Id: 014-031-003-12

**WHEREAS** adding the Additional Property to the Act 425 Agreement would allow THE City of Lapeer to provide services to the Additional Property, including water and sewer, to encourage housing and/or commercial development.

**WHEREAS** pursuant to MCL §124.24 on \_\_\_\_\_, 2025 the City of Lapeer conducted a public hearing regarding potentially amending the Act 425 Agreement for the purpose of adding the Additional Property to the property transferred from the Township of Mayfield to the City of Lapeer.

**WHEREAS**, more than 30 days have passed since the public hearing and a petition for referendum has not been filed with the clerk as permitted by MCL §124.25.

**WHEREAS** at the City Commission for the City of Lapeer believes it is in the best interest of the City of Lapeer to amend the Act 425 Agreement for the purpose of adding the Additional Property to the property transferred from the Township of Mayfield to the City of Lapeer.

**NOW, THEREFORE, BE IT RESOLVED** if approved by the Mayfield Township Board of Trustees that the Act 425 Agreement shall be amended as follows:

- (1) To add the Additional Property to the property transferred from the Township of Mayfield to the City of Lapeer.
- (2) The amendment of the Act 425 Agreement shall not extend the current term of the Act 425 Agreement, which expires on or about September 5, 2071, unless renewed as permitted under the law.
- (3) The City shall pay the Township the Township's full millage rate of 1.6452 mills for the taxable value of the Additional Property

by March 1<sup>st</sup> following the collection of said taxes. The City shall retain the difference between the City's Millage rate and the Township's Millage rate with respect to the Additional Property. If a taxable parcel is located within the Transferred Property and the Additional Property, assessments shall be distributed between the City and the Township as provided for above for the Additional Property. Per subpart #3 of the original agreement, the City's Assessor shall determine the value of the property.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** the City of Lapeer City of Manager has authority to sign an amendment to the Act 425 Agreement on behalf of the City of Lapeer as approved herein.

AYES:

NAYS:

**RESOLUTION DECLARED ADOPTED** \_\_\_\_\_, 2025.

\_\_\_\_\_  
Romona Sanchez  
City of Lapeer Clerk

CITY OF LAPEER - TOWNSHIP OF MAYFIELD

CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY

PUBLIC ACT 425 OF 1984

This Contract made on the September 5, 2001 between the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan, (hereinafter referred to as the "CITY") and the TOWNSHIP OF MAYFIELD, a Michigan Municipal Corporation, 1900 N. Saginaw Road, Lapeer, Michigan, (hereinafter referred to as "TOWNSHIP").

WHEREAS, certain areas within the TOWNSHIP, located north of the CITY, are presently in need of sewer and water services to encourage housing and/or commercial development; and

WHEREAS, the provision of municipal sewer and water services to the areas would further the economic well being of both the CITY and TOWNSHIP by increasing the probability of housing and commercial development and protecting the environment; and

WHEREAS, the only economically feasible way to provide sewer and water services to some areas in the TOWNSHIP appears to be through a cooperative contract between the TOWNSHIP and the CITY to provide that some areas come under the jurisdiction of the CITY; and

WHEREAS, the CITY and TOWNSHIP wish to cooperate to encourage housing and commercial development for the area and enhance the financial stability of both the TOWNSHIP and the CITY.

WHEREAS, the CITY and TOWNSHIP have executed a Letter of Understanding outlining the general concepts covered in this contract; and

WHEREAS, the CITY and TOWNSHIP have carefully considered the factors required by Section 3 of Public Act 425 of 1984, as amended:

NOW THEREFORE, by authority of Act 425 of the Public Acts of 1984, as amended, and in consideration of the promises, covenants, and conditions hereinafter set forth, the parties agree as follows:

1. That the TOWNSHIP consents to the transfer of the property described in Exhibit A, attached hereto and made a part hereof, to the CITY.
2. That the CITY agrees to accept the transfer of the above described area and to make available the usual CITY services to said property, including municipal sewer and water services.
3. That the CITY shall have full jurisdiction, including the powers of taxation and zoning, over the transferred area during the term of this contract.
4. That by separate agreement with the County of Lapeer, to be effective as of the effective date hereof, the CITY has agreed to assume ownership of all sanitary sewer main lines owned by the County of Lapeer and located in the TOWNSHIP and to pay all the costs of any needed repairs to those sewer main lines.
5. The present formula used by CITY to calculate the total charges to non-residents for water and sewer services, as it currently exists, shall be eliminated as of the effective date of this contract for all TOWNSHIP users of those services. The rates for sanitary sewer and/or water customers of CITY, who are located in the TOWNSHIP, shall be 1.5 times the rate charged to CITY resident customers for the same service.
6. That for the first ten years of this agreement the CITY shall reserve 400 single family residential equivalent, sewer tap-ins to be used anywhere in the TOWNSHIP. Provided however, that not more than 40 of said tap-ins shall be used in any one year unless fewer than 40 of said tap-ins were used in previous year(s), in which case a number making the cumulative total the same as if 40 tap-ins had been used per year will be permitted. If less than 400 of these tap-ins have been used within the first ten (10) years, the right to continue to make the tap-ins until 400 have been used shall continue for the duration of this agreement. The TOWNSHIP shall select the users to receive the sewer tap-ins and shall notify the CITY in writing of TOWNSHIP'S selection. The tap-in fees for single family residential users covered by this paragraph shall be \$4,000.00 per tap-in. The tap-in fees for the non-single family residential users covered by this paragraph shall be equal to an equivalent sized commercial CITY resident customer, equivalent sized industrial CITY resident customer, or \$4,000.00 per residential equivalent tap-in, whichever is higher. It is further provided that (1) any TOWNSHIP customers presently receiving CITY sanitary sewer service shall not be charged any sewer tap-in fee, and (2) any TOWNSHIP customers presently receiving CITY water service shall not be charged any water tap-in fee. For non-single family dwellings a residential equivalent tap-in is a user of 300 gallons or less of water per day.
7. That for the real property described in Exhibit A, during the term of this agreement, CITY shall pay TOWNSHIP 1.6452 mills per one thousand dollars (\$1,000) of

taxable value per year by March 1st following the collection of said taxes, commencing March 1, 2002. For the real and personal property (including property subject to an industrial facilities tax or similar tax) of users of CITY sanitary sewer and/or water services in the TOWNSHIP, TOWNSHIP shall pay CITY 0.8826 mills per one thousand dollars (\$1,000) of taxable value per year during the term of this agreement, provided however, that this millage payment shall only apply to real and personal property constructed or added after the effective date of this agreement. TOWNSHIP shall make said payment required herein to CITY by March 1st following the collection of said taxes, commencing March 1, 2002. In the event the property tax system in the State of Michigan is changed to such an extent that the millage payments provided for herein would not adequately carry out the intent of this paragraph, the parties shall use a payment system which would be as nearly equivalent to that specified herein as reasonably possible.

8. That the payment required from TOWNSHIP to CITY described in paragraph 7 above shall cease to be required as of September 1, 2010, and in lieu thereof TOWNSHIP shall pay CITY 25% of all state shared revenues received by TOWNSHIP for the properties for which the millage payment was required in paragraph 7 above. For all single-family residential properties the revenue payments shall be based on the assumption that there are 3.1 persons per household. For multiple-family residential properties, and any other properties having persons residing in them, the revenue payments shall also be based on the assumption that there are 3.1 persons per dwelling unit. In the event TOWNSHIP receives no state shared revenues for those properties at any time from and after the year 2010, the millage payment described in paragraph 7 above shall be reinstated for the term of this agreement.
9. That for any TOWNSHIP users who tap into the CITY sanitary sewer/water system allowed for herein, the CITY shall provide the necessary services to operate the sanitary sewage/water system within the TOWNSHIP. These services shall include, but not be limited to, billings, maintenance, repairs, and meter readings. The CITY shall have the right to inspect individual tap-ins and the right to make whatever inspections and/or investigations are reasonably necessary to protect the health, safety and welfare of the public and to take appropriate remedial action. TOWNSHIP shall grant a new franchise and/or extend the existing franchise to CITY for the extension of sanitary sewer and water services to users in the TOWNSHIP, in the areas covered by this agreement, for the maximum period allowed by law and shall extend such franchise upon any expiration as long as any users in TOWNSHIP are connected to CITY sanitary sewer and/or water services.
10. That all sanitary sewer and water main lines located in the TOWNSHIP in the area described in Exhibit A, and in any area in the TOWNSHIP serviced by CITY sanitary sewer and/or water, shall be the property of CITY and shall be built in

compliance with applicable laws and regulations. CITY shall have the right to review such documentation as may be reasonably necessary to insure that any sanitary sewer lines located in the TOWNSHIP but connected to CITY wastewater treatment facilities pursuant to this agreement are built in compliance with applicable laws and regulations. CITY shall not be required to permit connection to its wastewater treatment facilities of any sanitary sewer lines which do not comply with all applicable laws and regulations. TOWNSHIP shall convey its ownership interest, if any, in all existing, or any future, main sanitary sewer lines and appurtenances in said areas to the CITY at no charge. CITY shall then assume the obligations of maintenance and repair outlined above in paragraph 9. TOWNSHIP shall provide easements which will permit CITY to undertake any obligations or rights it has with respect to all sanitary sewer/water main lines and appurtenances.

11. TOWNSHIP agrees to add to its real property tax billings, at the request of CITY, the amount of any delinquencies owed to CITY by sewer and/or water users located in TOWNSHIP, including those which may be delinquent as of the date hereof.
12. That no other assets or liabilities shall be divided between the CITY and the TOWNSHIP as a result of the transfer involved in this contract.
13. That the tap-in fees for water customers of CITY in the TOWNSHIP shall be 1.5 times the fee for an-equivalent, CITY resident customer.
14. That the CITY and TOWNSHIP agree to make a reasonable attempt to create an Urban Growth Advisory Board, one of the purposes of which would be to make recommendations to both CITY and TOWNSHIP regarding appropriate planning for future development in TOWNSHIP and CITY.
15. That TOWNSHIP and CITY representatives shall meet annually, on the first Wednesday in February, or such other time as the parties may mutually agree, to review and discuss sanitary service requirements of both CITY and TOWNSHIP. The said sanitary service requirements would include issues such as wastewater treatment plant expansion and the fair apportionment of costs and financing of any such expansion to make sure that, if an expansion is done in the future, it would only occur if it is fairly apportioned according to the benefit to be received by each party and to make sure it would not result in an undue economic burden on either TOWNSHIP or CITY. CITY shall have no obligation to begin planning for a waste water treatment plant expansion until the seventh (7th) year of this contract.
16. That in the event the CITY does not comply with the requirements of Paragraphs 5 through 6 of this Contract, the TOWNSHIP shall notify the CITY in writing of exactly how the CITY has not complied with the requirements of said Paragraph(s). Said notices shall be personally served on the Lapeer City Clerk and mailed by first

class mail to the Mayor at the Lapeer City Hall address. Failure of the CITY to comply with the requirements of said Paragraph(s) within 180 days from the date said notice was served as described herein, shall entitle the TOWNSHIP to the return of the transferred area.

17. In addition to any other remedies available to either party herein, either party may enforce the contract provisions herein by means of civil actions, including declaratory judgments and injunctive relief in the Lapeer County Circuit Court and/or the appellate courts in Michigan.
18. That this Contract will be recorded, within 30 days of the date of its execution, with the Michigan Secretary of State, the Lapeer County Clerk, and the Lapeer County Register of Deeds.
19. That none of the agreements and covenants contained herein are severable with the exception of paragraphs 4, 14, 15 and 18.
20. That, except as provided in paragraph 21, during the term of this contract, CITY will not, without TOWNSHIP approval and consent, prepare and file any petition for the annexation of TOWNSHIP land to the CITY nor will the CITY actively support annexation petitions filed by developers and/or property owners. CITY representatives may appear at public hearings to answer questions of the Boundary Commission but shall officially, at those public hearings, take no position on any petitions filed except when the annexation of such land would clearly be detrimental to the City of Lapeer, and in those cases an official position of opposition may be taken. Nothing herein shall preclude the parties from executing future land transfer contracts if such contract(s) is deemed to be in the best interest of both parties and they reach agreement thereon.
21. That this Contract shall continue in effect for a period of fifty (50) years from the date of execution of this Contract. If this Contract is not renewed at the end of the fifty (50) year period the transferred property described herein shall remain permanently in the jurisdiction of the CITY.

WITNESSES:

  
Ronald B. Shamblin  
  
Dianna Ireland

CITY OF LAPEER

By:   
Albert F. Gelhausen, Its Mayor

  
George J. Strand, Its Clerk



Ronald B. Shamblin  
Ronald B. Shamblin  
Dianna Ireland  
Dianna Ireland

TOWNSHIP OF MAYFIELD

By:

Ron Dillon  
Ron Dillon, Its Supervisor  
Kendra Davis  
Kendra Davis, Its Clerk

STATE OF MICHIGAN)

) ss.

COUNTY OF LAPEER )

Subscribed and sworn to before me this 5th day of September, 2001 by Albert F. Gelhausen and George J. Strand on behalf of the City of Lapeer and Ron Dillon and Kendra Davis on behalf of the Township of Mayfield.

Dianna Ireland  
Dianna Ireland Notary Public  
Lapeer County, Michigan

My commission expires:

**DIANNA IRELAND**  
Notary Public, Lapeer County, MI  
My Commission Expires Feb. 8, 02



## EXHIBIT A

### **City of Lapeer - Mayfield Township Conditional Transfer of Property - Public Act 425 of 1984**

#### **PARCEL A**

Part of the East half of the Southeast quarter of Section 31, Town 8 North, Range 10 East, Mayfield Township, Lapeer County, Michigan, described as beginning at a point on the East section line that is South 00 degrees 42 minutes 56 seconds East 164.05 feet from the East quarter corner of said Section 31; thence continuing along said line, South 00 degrees 42 minutes 56 seconds East 1443.67 feet; thence South 89 degrees 54 minutes 08 seconds West 33.00 feet; thence South 00 degrees 42 minutes 56 seconds East 210.49 feet; thence along a line parallel to and 837.52 feet Northerly of the South section line, South 89 degrees 37 minutes 40 seconds West 222.37 feet; thence North 00 degrees 22 minutes 20 seconds West 400.00 feet; thence South 89 degrees 37 minutes 40 seconds West 435.60 feet; thence South 00 degrees 22 minutes 20 seconds East 400.00 feet; thence along a line parallel to and 837.52 feet Northerly of the South section line, South 89 degrees 37 minutes 40 seconds West 633.55 feet; thence along the Easterly line as occupied of Westbrook No. 2, as recorded in Liber 006, Pages 44 and 45, North 01 degree 16 minutes 00 seconds West 1646.99 feet; thence North 89 degrees 19 minutes 14 seconds East 1340.34 feet to the point of beginning. The above described parcel contains 46.32 acres more or less.

#### **PARCEL B**

Outlots A and B of Greenview Subdivision, according to the plat thereof, as recorded in Liber 2, Page 6 of Lapeer County Plat Records; and part of the South 50 acres of the Northwest fractional  $\frac{1}{4}$  of Section 31, and part of the West 80 acres of the Southwest fractional  $\frac{1}{4}$  of Section 31, T8N-R10E, Mayfield Township, Lapeer County, Michigan, described as: Beginning at a point on the East-West  $\frac{1}{4}$  line of Section 31, that is South 89 degrees 24 minutes 03 seconds East 232.74 feet from the West  $\frac{1}{4}$  corner of Section 31; thence South 00 degrees 07 minutes 54 seconds West 103.10 feet to the Northeast corner of Lot 1 of Greenview Subdivision; thence South 00 degrees 13 minutes 52 seconds West 2213.89 feet along the East line of said Greenview Subdivision to the Southeast corner of Lot 21; thence North 89 degrees 15 minutes 36 seconds West 33.24 feet; thence South 00 degrees 14 minutes 24 seconds West 159.18 feet; thence South 89 degrees 12 minutes 14 seconds East 328.00 feet; thence South 00 degrees 14 minutes 24 seconds West 165.00 feet to the South line of Section 31; thence South 89 degrees 12 minutes 14 seconds East 264.00 feet along the South line of Section 31; thence North 00 degrees 14 minutes 24 seconds East 165.00 feet; thence South 89 degrees 12 minutes 14 seconds East 526.75 feet; thence North 00 degrees 14 minutes 24 seconds East 2479.93 feet; thence South 89 degrees 24 minutes 03 seconds East 732.24 feet along the East-West  $\frac{1}{4}$  line to the center of said Section 31, as occupied; thence North 00 degrees 23 minutes 38 seconds West 1072.49 feet along the North-South  $\frac{1}{4}$  line; thence North 89 degrees 22 minutes 00 seconds West 1577.75 feet; thence South 00 degrees 05 minutes 56 seconds West 485.56 feet; thence North 89 degrees 22 minutes 00 seconds West 232.07 feet; thence South 00 degrees 06 minutes 12 seconds West 210.30 feet; thence North 89 degrees 26 minutes 59 seconds West 233.00 feet to the West line of Section 31; thence South 00 degrees 00 minutes 39 seconds East 66.00 feet along the West line of Section 31; thence South 89 degrees 27 minutes 16 seconds East 233.23 feet; thence South 00 degrees 03 minutes 45 seconds East 207.24 feet; thence South 00 degrees 07 minutes 54 seconds West 104.36 feet to the point of the beginning. Contains 106.0 acres more or less. Reserving therefrom that part used, taken or deeded for Millville and Oregon Roads, so-called.

FLETCHER FEALKO SHOUDY & FRANCIS, P.C.  
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MARC W. OSWALD  
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VICTORIA R. FERRES  
TAYLOR M. ROGGENBUCK

DAVID C. DEVENDORF  
Of Counsel

November 24, 2025

City of Lapeer  
Attn: Michael Womack, City Manager  
576 Liberty Park  
Lapeer, Michigan 48446

Dear Mr. Womack:

I am writing in response to your request for a legal opinion concerning the seating arrangements for City Commissioners during Commission meetings. As explained below, considering the information provided to me, the Commission may set the seating arrangement or the process to determine seating based upon a majority vote. Unless/until the Commission conveys that power to the Mayor, by majority vote, the Mayor does not have authority to unilaterally set a seating arrangement for Commission members.

City of Lapeer Charter

The City of Lapeer is governed, in part, by the City of Lapeer Charter (the "Charter"). In relevant part, the Charter provides that "the electors of the city shall elect a City Commission of five members, and a Mayor." (Charter 4.1). According to the Charter:

**The Commission shall constitute the legislative and governing body of the city and shall have power and authority, except as in this charter or by statute may be otherwise provided,** to exercise all powers conferred upon or possessed by the city, and shall have the power and authority to adopt such ordinances and resolutions as it shall deem proper in the exercise thereof. (Charter 4.1) *emphasis added.*

The Charter also details the Mayor's duties/powers. Specifically, concerning the Mayor, the Charter provides:

- (a) Insofar as required by statute, and for all ceremonial purposes, the Mayor shall be the executive head of the city. He shall have a voice in all proceedings of the Commission but shall have no vote therein except in the case of a tie; and,

in case of a tie, he shall cast the deciding vote. He shall be the presiding officer of the Commission.

- (b) He shall be a conservator of the peace, and may exercise within the city the powers conferred upon sheriffs to suppress disorder, and shall have the power to command the assistance of all able-bodied citizens to aid in the enforcement of the ordinances of the city, and to suppress riot and disorderly conduct.
- (c) The Mayor shall execute or authenticate by his signature such instruments as the Commission, this charter or any statutes of the State of Michigan or laws of the United States shall require.
- (d) Except as may be required by statute, the Mayor shall exercise only such power as this charter or the Commission shall specifically confer upon him. [Charter 4.5(a-d)].

As noted, the Commission retains all powers not specifically delegated and the Mayor may only “exercise such power as the Charter or the Commission shall specifically confer upon him.” [Charter 4.1; 4.5(d)].

Chapter 6 of the Charter sets forth the “Procedure and Miscellaneous Powers and Duties” of the Commission. The Charter requires the Commission to hold regular meetings at least twice a month and details a procedure to call special meetings. (Charter 6.1). A majority of the members of the Commission constitute a quorum for the Commission to conduct business. (Charter 6.5). The Commission “shall be the sole judge of the election and qualification of its own members and its own organization, rules, and order of business.”<sup>1</sup> (Charter 6.7). Provided, the Charter specifically requires:

1. That a journal of each meeting be kept in the English language.
2. That no member of the Commission vote on a matter in which he/she has a financial interest.
3. A summary of Commission proceedings be published.
4. The Commission not establish standing committees. [Charter 6.7(a-d)]

The Charter is silent regarding seating arrangements or other aspects of Commission meetings.

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<sup>1</sup> Election of Commission members is subject to Michigan Election Law, but such is not relevant to this opinion.

### Rules and Procedures of the City Commission

The Charter provides that the Commission is the “sole judge” of its “organization, rules, and order of business.” (Charter 6.7). Consistent with that authority, the Commission adopted (and from time to time has amended) Rules and Procedures of the Commission (hereinafter “Commission Rules”). The following Commission Rules are relevant to this opinion:

1. 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. [Commission Rules: A(1)].
2. Three members of the Commission shall be a quorum for the transaction of business. [Commission Rules: B(3)].
3. 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. [Commission Rules: B(4)].
4. 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. [Commission Rules: D(2)].
5. The rules of parliamentary practice as contained in Robert’s Rules of Order, most recent edition<sup>2</sup>, 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. [Commission Rules: D(5)].
6. The rules and procedures of the City Commission may be altered or amended by a two-thirds vote of the entire Commission. [Commission Rules: J(1)].

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<sup>2</sup> The most recent edition of Roberts Rules of Order is the 12<sup>th</sup> Edition.

7. 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. [Commission Rules: J(2)].
8. These rules and procedures shall control unless preempted by City Charter, State laws or the courts. [Commission Rules: J(3)].

The Commission Rules do not provide for a specific seating arrangement, nor do they dictate how a seating arrangement is determined.

### Robert's Rules of Order

Because there is no higher authority detailing Commission seating arrangements or the process to determine the same, we must look to Robert's Rules of Order.<sup>3</sup> [Commission Rules: D(5); J(3)]. Robert's Rules do not specify the seating arrangement for all members of the Commission, however, they provide some guidance regarding seating in certain situations. Specifically:

1. Presiding officer (Mayor) should be seated where he can see and hear and be seen and heard by Commission Members. (Robert's Rules: 3.7).
2. A parliamentarian (if appointed) should be seated next to the presiding officer. (Robert's Rules: 59:9).
3. In convention situations (not applicable to the Commission) Roberts Rules contemplates that a Convention Arrangements Committee pay careful attention to seating arrangements within the hall. (Robert's Rules: 59:65). The Convention Arrangements Committee is appointed pursuant to the bylaws of the particular organization. (Robert's Rules: 59:3).
4. Society has the right to control its hall while meetings are in process. (Robert's Rules: 61:6). This reference is contained within the section of Robert's Rules pertaining to dealing with offenses in a meeting.

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<sup>3</sup> The Home Rule City Act and City of Lapeer Ordinances, both applicable to the City, do not address seating arrangements for City Commission members.



### Robert's Rules: Principles of Construction

Robert's Rules also details certain principles to be applied in interpreting the Commission Rules.

1. The Commission "decides for itself the meaning" of the Commission Rules. [Robert's Rules 56:58(1)].
2. If a Commission Rule is clear and unambiguous, they must be interpreted as written. [Robert's Rules 56:58(1)].
3. If a Commission Rule is ambiguous, it must be interpreted, if possible, in harmony with other Commission Rules. [Robert's Rules 56:58(1)].
4. When a provision of the Commission Rules is susceptible to two meanings, one of which conflicts with or renders absurd another provision, and the other meaning does not, the latter must be taken as the true meaning. [Robert's Rules 56:58(2)].
5. Specific statements/provisions apply over general statements/provisions. [Robert's Rules 56:58(3)].
6. If the bylaws authorize certain things specifically, other things of the same class are thereby prohibited. [Robert's Rules 56:58(4)].

The above provisions are generally consistent with rules of construction Michigan Court's apply to contracts and statutes. Further, they are consistent with statements within Robert's Rules regarding interpretation of Robert's Rules. For example, consistent with the above, Robert's Rules provides that except as the rules of the Commission provide otherwise, the Commission "has full and sole power to act for the entire organization and does so by majority vote." (Robert's Rules: 56:2). Such is consistent with the rule that if rules or bylaws authorize only certain things, other things of the same class are not permitted.

### Robert's Rules: Powers of the Presiding Officer

The next step is to determine if Robert's Rules afford the Mayor, as the presiding officer, authority to determine seating arrangements. Robert's Rules provides that the presiding officer, i.e. Mayor, shall have the following powers/duties:

1. Opening the meeting at the appointed time. [Robert's Rules: 47:7(1)].
2. Announce the proper sequence of business. [Robert's Rules: 47:7(2)].
3. Recognized members entitled to the floor. [Robert's Rules: 47:7(3)].

4. State and to put to vote questions legitimately before the Commission and announce the result. [Robert's Rules: 47:7(4)].
5. Protect the Commission from obviously dilatory motions. [Robert's Rules: 47:7(5)].
6. To enforce the rules relating to debate and those relating to order and decorum. [Robert's Rules: 47:7(6)].
7. Expedite business in way compatible with member rights. [Robert's Rules: 47:7(7)].
8. Decide questions of order, subject to appeal [Robert's Rules: 47:7(8)].
9. Respond to member inquires regarding parliamentary procedure. [Robert's Rules: 47:7(9)].
10. Authenticate, via signature, acts, orders and proceedings. [Robert's Rules: 47:7(10)].
11. Declare the meeting adjourned when the assembly votes (or where applicable). [Robert's Rules: 47:7(11)].

Although several specific duties are detailed, Robert's Rules do not provide that the presiding officer determines seating arrangements for members of the Commission.

#### Robert's Rules: Effect of Custom

As explained, there is no rule applicable to determining seating arrangements. In matters not governed by any adopted rule, "a society may be guided by established custom." (Robert's Rules 2:4). Robert's Rules defines a "custom" as a "particular practice [that has] come to be followed as matter of established custom so that it is treated practically as if it were prescribed by rule." (Robert's Rules 2:25). According to Robert's Rules, if "there is no contrary provision in parliamentary authority or written rules of the organization, such established custom is adhered to unless the assembly, by a majority vote, agrees in a particular instance to do otherwise." (Robert's Rules 2:25).

Considering the potential that a "custom" regarding seating assignment might exist, I reviewed the information provided by Mayor Hing and Mr. Womack regarding the history of seating assignments. Former Mayor Marquardt advised Mr. Womack of the following:

The Mayor sits in the middle with the Mayor Pro Tem on their right with the City Manager on their left. The remaining Commission seats are generally vacated by previously serving Commissioners and then new

Commissioners choose their seats based upon availability of vacated seats.  
(Womack November 17, 2025 Memo at 2).

Regarding seating history, Mayor Hing stated:

For at least four years, looking at the dais from the perspective of the public, the City Attorney was seated at the far-right of the dais.

While a Commissioner (Tony Stroh) occupied the far-left seat for his entire term.

In the most recent changeover, the Attorney and a new Commissioner were moved, without explanation, to different positions that did not follow the historical pattern. (Mayor Hing November 19, 2025 Email).

I did not conduct an independent investigation into the history of Commission seating assignments as I do not believe it is necessary to prepare this opinion. As far as I am aware, there is no evidence nor claim that a custom existed pursuant to which the City of Lapeer Mayor determined seating arrangements. If that were the custom, then it would rightfully continue until/unless the Commission voted (by majority) otherwise.

#### Opinion Regarding Seating

Except as explained above with respect to the Mayor, there is no direct authority in the Charter, Commission Rules, or Robert's Rules providing for a specific seating arrangement for Commission members. Based upon the information provided, there may be an agreed upon Commission custom that the Mayor Pro Tem be seated next to the Mayor, but that is the extent of the custom. Because there is no applicable custom or rule, must apply the rules of construction to the Charter, Commission Rules and Robert's Rules. The primarily relevant portions of the Charter, Commission Rules, and Robert's Rules in reaching my conclusion are as follows:

1. The Charter specifically describes the duties of the Mayor, but does not grant the Mayor authority to determine seating. (Charter 4-5).
2. The Charter provides that the Commission retains all powers not specifically conveyed/delegated. (Charter 4.1)
3. The Charter provides that the Mayor shall exercise only such power as specifically conveyed upon him by Charter or otherwise. [Charter 4.5(d)].
4. Commission Rules specifically provide that the Mayor is the presiding officer of the Commission. However, the Commission Rules do not describe the process to determine seating arrangements. [Commission Rules B(4)].



5. Robert's Rules describe where the presiding officer should sit but do not describe seating for other members.
6. Robert's Rules describe specific powers granted to a presiding officer. Arranging seating for members of a body is not listed as a power of the presiding officer. [Robert's Rules: 47:7].

Robert's Rules specifically address seating for the presiding officer, but not others. Had Robert's Rules intended to afford the presiding officer the authority to determine seating arrangements, it would/could have specifically done so either in the section applicable to seating or in the section describing the duties of the presiding officer. Robert's Rules specifically provide that if certain authority is granted, other things of the same class that are not included in the grant are prohibited. [Robert's Rules 56:58(4)]. The same is true of the Charter and Commission Rules. Applying that rule of construction to this situation, in my opinion the Commission has the authority to determine seating by a majority vote. The Commission could vote to allow the Mayor to determine seating or vote to set a specific seating arrangement. For example, the following types of motions could be offered for consideration/vote:

Move to allow the Mayor to determine seating arrangements for Commission members for the Commission from \_\_\_\_ through \_\_\_\_.

Move to allow the Mayor to determine seating arrangements for Commission members for the Commission until/unless a majority of the Commission votes to rescind the power.

Move to establish the following seating arrangement for Commission meetings from \_\_\_\_ through \_\_\_\_.

Because there is no Commission Rule on point, a motion establishing a procedure to determine seating does not modify or amend an existing Commission Rule. Therefore, the 2/3rds vote requirement to amend the Commission Rules does not apply. Further, even if a custom exists, it is clear under Robert's Rules that only a majority vote is necessary to change the custom.

Should you have any questions, please contact me.

Very truly yours,  
FLETCHER FEALKO  
SHOUDY & FRANCIS, PC



T. Allen Francis



# ITEM J-1

**To:** Mayor and City Commission  
**Date:** November 17, 2025  
**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, 2026          | 1 Year      |                                           | Awaiting Recommendation        |
| Downtown Development Authority              | Catherine Bostick-Tullius<br>Buddy Beyer<br>Gerald Gaecke | Jan 1, 2026          | 4 Year      | Jan 1, 2030<br>Jan 1, 2030<br>Jan 1, 2030 | Re-appointment Recommendation  |
| EDC/TIFA/Brownfield Redevelopment Authority | Vacancy                                                   | Jun 1, 2027          | 6 Year      |                                           | Awaiting Recommendation        |
| Local Finance Development Authority         | Vacancy                                                   | Aug 1, 2027          | 4 Year      |                                           | Board Recommends Reappointment |
| Local Officers Compensation Commission      | Vacancy                                                   | Oct 1, 2030          | 5 Year      |                                           | Awaiting Recommendation        |

## COMMISSION APPOINTMENTS

| BOARD OR COMMISSION       | MEMBER NAME                                | EXPIRATION                 | TERM LENGTH      | NEW TERM EXPIRATION | COMMENTS Re: STATUS           |
|---------------------------|--------------------------------------------|----------------------------|------------------|---------------------|-------------------------------|
| Board of Review           | Cathy Malmrose                             | Jan 1, 2026                | 3 Year           | Jan 1, 2029         | Re-appointment Recommendation |
| Board of Review           | Vacancy - Alternate                        | Jan 1, 2026                | 3 Year           |                     | Awaiting Recommendation       |
| Lapeer Building Authority | Vacancy<br>Vacancy                         | Jun 1, 2027<br>Jun 1, 2028 | 3 Year           |                     | Awaiting Recommendation       |
| Prison Liaison Committee  | Vacancy                                    | Apr 1, 2026                | 3 Year           |                     | Awaiting Recommendation       |
| Zoning Board of Appeals   | Vacancy – Alternate<br>Vacancy – Alternate | Apr 1, 2027<br>Apr 1, 2028 | 3 Year<br>3 Year |                     | Awaiting Recommendation       |

The following residents have applied to a Board or Commission:

| <u>Board/Commission:</u>       | <u>Name:</u>              | <u>Date Application Submitted:</u> |
|--------------------------------|---------------------------|------------------------------------|
| Downtown Development Authority | Catherine Bostick-Tullius | 11/18/2025                         |
| Downtown Development Authority | Buddy Beyer               | 11/19/2025                         |
| Downtown Development Authority | Gerald Gaecke             | 10/30/2025                         |
| Board of Review                | Catherine Malmrose        | 11/04/2025                         |

**APPOINTED BY: MAYOR**

| DOWNTOWN DEVELOPMENT AUTHORITY |             |        |                    |
|--------------------------------|-------------|--------|--------------------|
|                                | TERM ENDS   | TERM   | DATE APPOINTED     |
| BUDDY BEYER*                   | JAN 1, 2026 | 4 YEAR | 11-05-18; 12-06-21 |
| GERALD GAECKE                  | JAN 1, 2026 | 4 YEAR | 10-06-25           |
| CATHERINE BOSTICK-TULLIUS*     | JAN 1, 2026 | 4 YEAR | 10-4-21; 12-06-21  |

**Appointed by: Commission**

## BOARD OF REVIEW

APPOINTED BY: CITY COMMISSION

Charter 9.6: members need to be “freeholders” of the City which is interpreted as “an estate in land.”

| 3 MEMBERS      | TERM ENDS   | TERM   |
|----------------|-------------|--------|
| CATHY MALMROSE | JAN 1, 2026 | 3 YEAR |



**DRAFT**

### **Executive Director Health Insurance**

Chair Bostick-Tullius reported the Executive Committee is researching health insurance program and cost options for the Executive Director due to recent premium increases.

#### **234 2025 11-19 Executive Director Health Insurance**

Moved by Hogan. Supported by Gillingham.

To authorize the Executive Committee to explore costs and act on a new health insurance policy for the Executive Director.

**Yeas:** Members Bostick-Tullius, Roodvoets, Gillingham, Hing, Schwab, Hogan, Herr, Rogers, Cutcher, Beyer, Gaecke and Perry.

**Nays:** None.

**Absent:** Sharkey.

**MOTION CARRIED.**

### **DDA Board Member Reappointments**

#### **235 2025 11-19 DDA Board Member Reappointments**

Moved by Roodvoets. Supported by Hogan.

To support the reappointments of Catherine Bostick-Tullius, Buddy Beyer and Gerald Gaecke to the Downtown Development Authority board.

**Yeas:** Members Bostick-Tullius, Roodvoets, Gillingham, Hing, Schwab, Hogan, Herr, Rogers, Cutcher, Beyer, Gaecke and Perry.

**Nays:** None.

**Absent:** Sharkey.

**MOTION CARRIED.**

### **OLD BUSINESS**

There was no Old Business.

### **BOARD MEMBER COMMENTS**

Each board member present listed downtown businesses they had recently visited or supported.

Beyer commented the Ladies Night Out event was successful and very well-orchestrated.

Perry commented the Ladies Night Out event was a very good event.

Hogan commented on the name change of the Winter Fest event to Christmas Fest and inquired on the downtown clock time being off.

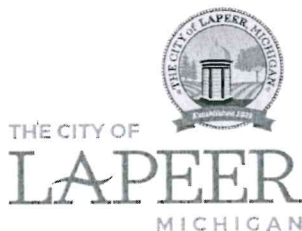
Schwab commented the Ladies Night Out event was a good and fun event.

Bostick-Tullius commented the Executive Director Performance Evaluation Survey results will be compiled and the Executive Committee will have a report on the evaluation at the January meeting.

Schwab inquired on the status of the 2026 DDA event and meeting calendar.

Gillingham requested a Google Calendar invite for the 2026 calendar.





## 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](mailto:clerk@ci.lapeer.mi.us)

|                                                                |                                                                                                                                    |                                                                 |
|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Accuracy Board                        | <input checked="" type="checkbox"/> Downtown Development Authority                                                                 | <input type="checkbox"/> Lapeer Neighborhoods, Inc.             |
| <input type="checkbox"/> Board of Review                       | <input type="checkbox"/> Economic Development Corporation / Tax Increment Financing Authority / Brownfield Redevelopment Authority | <input type="checkbox"/> Local Development Finance Authority    |
| <input type="checkbox"/> Cemetery Board                        | <input type="checkbox"/> Greater Lapeer Transportation Authority                                                                   | <input type="checkbox"/> Local Officers Compensation Commission |
| <input type="checkbox"/> Center for the Arts of Greater Lapeer | <input type="checkbox"/> Income Tax Board of Review                                                                                | <input type="checkbox"/> Park Board                             |
| <input type="checkbox"/> Construction Board of Review          | <input type="checkbox"/> Lapeer Building Authority                                                                                 | <input type="checkbox"/> Planning Commission                    |
| <input type="checkbox"/> County Center Board                   | <input type="checkbox"/> Lapeer Housing Commission                                                                                 | <input type="checkbox"/> Zoning Board of Appeals                |
| <input type="checkbox"/> District Library Board                | <input type="checkbox"/> 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 currently serve on the City of Lapeer DDA. I have been on the City of Lapeer DDA since 2015. I have served as Board Chair since Jan 2024 and worked this past year with the board to amend our DDA Development Plan. I wish to continue to serve on the DDA to promote and support local business in our downtown

### Applicant Information:

Print Name: Catherine

(First)

Bostick-Tullius

(Last)

Street Address: 347 Kyles Place, Lapeer, Michigan 48446

Home Phone:

Cell Phone: same

Email:

Employer: self-employed

Occupation: Lawyer

### Educational Background:

B.S. - Northern Michigan University; J.D. - Thomas M. Cooley Law School

### Community Activities and/or Work Experience:

CMH Board Member - 2014-present; Current CMH Board Chair - 2019/2020; 2023 - current; City of Lapeer Planning Commission 2020 - present;

City of Lapeer Zoning Board of Appeals 2021 - 2024; City of Lapeer DDA 2015-present(current DDA Board Chair - 2024 to present)

MML President 2017-2018; City of Lapeer Commissioner 2009-2019; County of Lapeer Commissioner 2000-2002

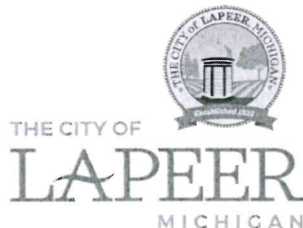
/s/ Catherine Bostick-Tullius

11/18/2025

Signature

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.



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|                                                                |                                                                                                                                    |                                                                 |
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| <input type="checkbox"/> Center for the Arts of Greater Lapeer | <input type="checkbox"/> Income Tax Board of Review                                                                                | <input type="checkbox"/> Park Board                             |
| <input type="checkbox"/> Construction Board of Review          | <input type="checkbox"/> Lapeer Building Authority                                                                                 | <input type="checkbox"/> Planning Commission                    |
| <input type="checkbox"/> County Center Board                   | <input type="checkbox"/> Lapeer Housing Commission                                                                                 | <input type="checkbox"/> Zoning Board of Appeals                |
| <input type="checkbox"/> District Library Board                | <input type="checkbox"/> 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:

Owned Beyer's Furniture - 74 years on N. Pershing St  
Currently SERVING on the Board and I want  
to continue with the work we have been doing -  
Currently SERVING on the Promotion Com.

### Applicant Information:

Print Name:

Buddy Beyer

(First)

(Last)

Street Address:

4137 SKINNER LAKE Rd Lapeer

Home Phone:

Cell Phone:

Email:

Employer:

Beyer's Furn

Occupation:

Educational Background:

U of M Bus. Degree

RECEIVED

Community Activities and/or Work Experience:

NOV 19 2025

CITY  
L

Signature

Buddy Beyer

Date

11/19/25

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.



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Email: [clerk@ci.lapeer.mi.us](mailto:clerk@ci.lapeer.mi.us)

|                                                                |                                                                                                                                    |                                                                 |
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| <input type="checkbox"/> District Library Board                | <input type="checkbox"/> 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:

See attached

**Applicant Information:**

Print Name: Gerald

(First)

Gaecke

(Last)

Street Address: [REDACTED]

Home Phone: [REDACTED]

Cell Phone: [REDACTED]

Email: [REDACTED]

Employer: Henry Ford Health

Occupation: Information Technology

**Educational Background:**

College graduate

**Community Activities and/or Work Experience:**

Past: Zoning board

Current: Tiffa Board / Friends of Oakdale / Pumptrack / Wednesday Night ride Leader

Signature

8.5.2025

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.

As someone who's lived in cities like Rochester and Port Huron, and who's spent time traveling across the country, from major metros to small towns, I've seen firsthand what makes a downtown thrive and what causes one to fall behind. Those experiences shaped a deep appreciation for the importance of vibrant, community-focused urban spaces.

But more than that, I'm here because Lapeer is home. I want to help shape a city my kids will want to return to someday, not just to visit, but to build their lives and raise families of their own. That means investing in a future where downtown Lapeer is more than just a place you pass through. I envision a walkable, lively district filled with locally owned restaurants, retail shops, art spaces, and performance venues that reflect and serve the community. These small businesses aren't just economic engines; they're the heart of a city's identity, culture, and resilience.

My professional background spans creative leadership, technology, community building, and small business support. I currently serve as VP of the RedFox Cycling Club, sit on the TIFA Board, and am actively involved in the Friends of Oakdale Trails and the Pump Track Committee. My experience brings a balance of innovation and hands-on engagement, whether it's planning local events, strengthening trail infrastructure, or driving tourism and wellness through cycling and outdoor recreation.

I'm also deeply connected to the arts. I've been featured in *Future Music Magazine*, charted in Beatport's top ten, and built a following on platforms like Spotify. Art, music, and culture have always been part of my life, and I believe they should be woven into the fabric of Lapeer's future. The city has a rich legacy in these areas, and I want to see that legacy grow into a thriving creative economy that supports both artists and entrepreneurs.

In short, I bring a diverse set of experiences, a strong community presence, and a clear vision for what Lapeer *can* be. I care deeply about this city and want to help guide the kind of thoughtful, community-driven development that will make our downtown not just better, but magnetic.





# Application for Boards and/or Commissions

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 810-664-5231  
 Email: [clerk@ci.lapeer.mi.us](mailto:clerk@ci.lapeer.mi.us)

|                                                                |                                                                                                                                    |                                                                 |
|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
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| <input type="checkbox"/> District Library Board                | <input type="checkbox"/> 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:

Because collecting property tax is part of what makes the city work smoothly. I enjoy understanding the process and personally invested 781,000.00 between 2017 and 2021 (though it's still ongoing).  
 I love the people of Lapeer and want to see this city THRIVE.

## Applicant Information:

Print Name: Catherine Malmrose  
 (First) (Last)

Street Address: F.

Home Phone:  Cell Phone:

Email:

Employer: Owner / Self Occupation: Retired / RE Investor

Educational Background: Bachelors in Education

Community Activities and/or Work Experience: I've been thru the RE buy / sell process 47 times so far in 4 different areas

[Signature]  
 Signature

11-4-25  
 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.

NOV 4 2025

CITY MANAGER  
 LAPEER, MI



## Downtown Development Authority

November 13, 2025

### Lapeer Main Street DDA. .

- *Michigan Main Street Program/Michigan Downtown Association*
  - Downtown Development Authority
    - 1. Lot 9 Parking Lot rebuild:
      - 1. The City continues planning for the work to be done to parking lot #9 and Park Street next year. The current goal is to have work beginning in Mid-March and conclude in Mid-August. During that time, Parking Lot 9 will be unusable for the majority of the summer. One of the big tasks for the DDA will be to focus on marketing that our businesses are open and encouraging the public to support the businesses. It is important that we work on creative promotions, incentives, and messaging that address these challenges. In addition to reminding the public that the businesses are open, we will also be educating business owners, employees, and the community on where there is parking.
      - 2. In addition to the messaging campaign, there is a significant cost into the rebuild of the parking lot and Park street. I think that ideally it would be most beneficial for the DDA to help with some of the expense without passing the cost on to downtown business owners who are already facing challenges right now.
        - The two areas that I feel make the most sense are the dumpster enclosures and streetlights.
          - 4 dumpster enclosures for the lot have an estimated cost of \$35,000 each for a total of \$140,000
          - Streetlights (same style that exist along Nepessing Street) have an estimated cost of \$110,000 for the parking lot area and \$140,000 for the street for a total cost of \$250,000. My suggestion would be the DDA look at the contributing to the lights for the parking lot section.
          - The cost for dumpster enclosures plus lighting would be \$250,000.
          - Currently the DDA has an estimated fund balance of about \$200,000. Talking with the City Accountant it looks like that fund balance will rise to around \$300,000.
        - We do want to be mindful that some funds are designated for the M-24 Sign repairs and eventual replacement. We also want to make sure we have room for unexpected expenses and future projects, including the creations of a possible façade grant which was discussed as part of our multi-year strategy.
    - Michigan Main Street
      - 1. **National Accreditation – Our Accreditation Visit this year will be IN Person. Please mark your calendars and save the date. A more detailed agenda and timeline will be sent soon – November 20 – 8:30 – Noon.**
      - 2. **The Main Street Team will meet with the DDA board from 9:30am to 10:30am on Thursday, the 20<sup>th</sup>.**
      - 3. Attached to this report to review and refresh is the strategic plan. Please review this before our meeting with Main Street. This will help in discussion.
      - 4. Other projects that the DDA has completed this year include:
        - 1. **The PIX Mural**
        - 2. The roll out of our **dog friendly campaign** including Dog Bowls and Hype Hound Bandanas
        - 3. A **new community mural** (on the side of Exit Realty)
        - 4. **Way Finding signs** that incorporate the Historic Lapeer branding are installed.

5. Ongoing projects that the DDA is working on:
  1. **History Plaques and History Tour** – Plaques mounted on 10 buildings throughout Historic Downtown Lapeer that include then and now photos and history about the building. Some plaques will also include QR codes that can be scanned and take the viewer to more information, including audio and video of the site.
  2. **Santa's Phone booth** – currently under construction. A European style phone booth where kids can leave a message for Santa during the Holidays. During the off season this could be used as an information line including History stories and other engagement opportunities.
  3. **Bike Racks**
  4. **Another Community Mural**
  5. **Cigarette butt disposal voting boxes**
  6. **Annual Giving Campaign.** We are currently working with See My Legacy to complete the campaign so that we can go live with our annual giving program for the holidays.
6. This year's IMPACT report material has been completed and submitted to Michigan Main Street. We anticipate having our completed reports in late December or early January.
  1. **November 20 – On Site Accreditation Visit with National**
  2. April 12 – 16, 2026 – Main Street NOW, Tulsa Oklahoma
- o Michigan Downtown Association
  1. Jill and I attended the MDA annual conference in Rochester Michigan on November 6 & 7.
  2. I presented as part of a panel on renewals of DDA Development and TIF plans.
  3. Some of the great reminders from this year's conference focused on telling the stories of our communities. More and more stories are becoming the most effective marketing tool. Focusing on the people, the businesses, the community. Especially when it comes to social media marketing. Using positive stories to combat the negativity that seems to thrive on community gossip and "news" pages.
  4. I completed and graduated from the MDA's Downtown Professional Program, receiving my certification as a Downtown Management Professional.

## Business Development - Economic Vitality

- Business Recruitment/Retention and Support
  - o Our Downtown Dollar program is ready to go live and will roll out during Ladies Night Out and continue on a year-round basis. The marketing for the program will highlight that this is an alternative to pre-paid Visa gift cards that can be used anywhere. These are gift certificates that can be used only at participating businesses in Historic Downtown Lapeer, thus making them a great alternative and way to support local small businesses.
  - o I've continued to be engaged and work with ongoing development projects downtown that include:
    - The Old Opera House
    - The previous Fat Boys bar building
    - 18 E. Nepessing Street
  - o I attended a Brownfield informational session hosted by the Lapeer Development Corporation. Brownfield options can be used as a possible incentive for developments, including the Fire Site.
  - o I have proposed and will be working with the Small Business Development Center – Flint office and the Lapeer Development Corporation to put together a program to highlight programs available through the SBDC. This would be coordinated in partnership with other Lapeer County Communities with current business owners invited to attend and potential new business owners. We would highlight programs through the SBDC and also available properties in Lapeer County Downtowns.
    - a. 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 – 2<sup>nd</sup>/3<sup>rd</sup> Floor office space available
      3. 606 N. Saginaw Street – multiple units – recently rezoned to allow for retail
      4. 10 E. Nepessing St. – Previously Flannagan's
      5. 324 W. Nepessing Street – Under new ownership
      6. 306 Genesee St. – In front of Gerlach's Bowling Center
      7. 279 N. Court Street – Old Register of Deeds
    - b. Businesses Opening

- i. 240 W. Nepessing St. – Grace and Butter Bakery (Fall opening) They have requested that the DDA does the Ribbon cutting for their grand opening.
- ii. 240 W. Nepessing St. - Serenity Massage and Wellness

### **Placemaking - Design:**

- The Placemaking Committee will meet on November 18<sup>th</sup>. To continue working on the implementation of this year's Vibrancy Grant.
- Sharkey Construction has volunteered to take down this year's Hometown Hero Banners. That is complete. Volunteers will work on organizing them and getting them returned to the participants next week.
  - Santa's Phone booth is currently under construction and should be completed and installed in time for Christmas Fest on December 5 & 6
  - The drafts for our Historic Walk are nearing completion. Once these are completed, we will share the information with the property owners, re-confirming participation, and then move forward with uploading the information for the virtual walk to See my Legacy and begin production of the permanent plaques.

### **Outreach – Organization & Promo and Marketing:**

- See My Legacy is putting together a template for us for our annual giving campaign and then work with me to complete the set-up for this year's campaign. As discussed at last month's Placemaking committee meeting, the focus of this campaign will be downtown beautification and support public art, including the current mural and future public art and beautification projects.
- DDA Online (social media, Website)
  - Social Media – November saw increase/improvements in Instagram interactions and decreases in Facebook interactions.
    - Facebook
      - Followers = 7,956 followers on Facebook
      - Views = 245,456 in the last 28 days
      - Content Shares = 323
      - Reactions = 5165
      - 138 New Followers in the last 28 days
    - Instagram
      - Followers = 1202
      - Views = 3616 in the last 28 days
      - 5 New Followers in the last 28 days.
      - 690 accounts reached
      - 149 Interactions

### **Event/Experience Committee:**

- The Event committee did not meet in November but will meet again in December. The DDA "Experience" team will meet on November 25<sup>th</sup> at 4:00pm.
- Beyer's Furniture has generously donated a Recliner that we are selling raffle tickets for as part of Ladies Night Out. The raffle sales will support the DDA.
- Upcoming Events
  - Ladies Night Out
    - November 14
  - Christmas Fest
    - December 5 & 6

### **Partnerships:**

- As mentioned above the DDA will continue to work with The City of Lapeer for the parking lot 9 and Park Street projects.
- We also continue to partner with the Lapeer Development Corporation and Michigan SBDC.
- We are continuing to work together for multiple development projects, specifically working with the Housing Department to look at ways to support these developments, including support from MSHDA and MEDC.

### **Administrative:**

- No New Updates at this time.

James Alt  
 Lapeer DDA Executive Director  
 810-728-6598  
[james@lapeerdda.com](mailto:james@lapeerdda.com)



## ITEM K-2

**Meeting Date:** December 1, 2025  
**Department:** Housing Improvement Department  
**Requestor:** Denise Soldenski  
**Agenda Item:** 18 E. Nepessing Update

**RECOMMENDATION (motion):**

Update to City Commission only. No action requested.

**AGENDA ITEM INFORMATION:**

18 E. Nepessing was acquired by the City from the Lapeer County Land Bank in 2013. That agreement requires the City to use the property for public purpose, not for financial gain. After the purchase, it was determined through environmental assessments that three underground storage tanks (UST) existed, and areas of the property had been contaminated by chemicals from the former dry-cleaning company that occupied the property from 1962 to 1983. From about 2017 to 2021, the State of Michigan performed many tests, removed one UST and sealed the remaining two USTs, in place. In 2021, the State informed the City of its responsibility for on-going “Due Care” obligations, as contaminants may still exist.

Due to the higher costs of renovation, and safety factors relating to potential environmental issues, the City felt the best option for the property was to demolish the portion of the building above street level and fill in the portion below street level to eliminate access to the potentially contaminated areas. The street level can then be transformed into an attractive open-air public deck space which along with a possible expansion of the social district, may help to revitalize that eastern end of Downtown and support neighboring businesses.

On May 19<sup>th</sup>, 2025, the City Commission voted to move forward with an engineering proposal from WSP USA Environmental & Infrastructure Solutions, Inc. for the following services for 18 E. Nepessing:

| <u>Item</u> | <u>Service</u>           | <u>Fee</u>  | <u>Amt. Expended to Date</u> |
|-------------|--------------------------|-------------|------------------------------|
| Task 1      | Due Care Plan            | \$ 5,300.00 | \$ 5,300.00                  |
| Task 2      | Demolition Cost Estimate | \$12,777.70 | \$12,135.00                  |
| Task 3      | Conceptual Rendering     | \$ 3,130.00 | \$ 190.00                    |
|             | Total                    | \$21,207.70 | \$17,625.00                  |

Attached are the two deliverables that are completed to-date, the Due Care Plan and the Demolition Cost Estimate. Ms. Soldenski has begun researching potential grant sources, and if a viable source is found, approval for grant submission will be requested of the Commission.

|                            |                                                                  |                            |       |
|----------------------------|------------------------------------------------------------------|----------------------------|-------|
| Budgeted Amount:           | \$200,000                                                        | Funds Requested:           | None  |
| Funding Source:            | CIP & potential grant                                            | CIP Project #:             | 23002 |
|                            |                                                                  | Budget Amendment Needed:   | No    |
| # of Bids/Quotes Obtained: | N/A                                                              | Budget Amendment Attached: | No    |
| Explanation:               | Engineering services covered by approved CIP budget FY 7/1/2025. |                            |       |

July 21, 2025

**WSP Michigan Inc.**  
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Sarah Venner  
Brownfield Coordinator  
Michigan Department of Environment, Great Lakes, and Energy (EGLE)  
Remediation and Redevelopment Division  
525 W. Allegan Street, Lansing, MI 48915  
586.295.2225  
[venners@michigan.gov](mailto:venners@michigan.gov)

Re: Submittal of Due Care Plan for 18 E. Nepessing Street, Lapeer, Michigan

Dear Ms. Venner:

On behalf of the City of Lapeer, please find enclosed the Due Care Plan for the property located at 18 E. Nepessing Street in Lapeer, Michigan (Site; Facility ID No. 5-005903). This Due Care Plan was prepared to document current environmental conditions at the Site to comply with the obligations under Section 20107a of Part 201, NREPA, 1994 PA 451, as amended.

The City of Lapeer is actively exploring opportunities to redevelop the Site into an elevated public open space, which may include construction of an overlook deck or similar public gathering feature on top of the existing building foundation. The vision for the property is to enhance pedestrian accessibility and connectivity to adjacent public amenities, including Farmers Creek, located directly northeast of the Site. The Due Care Plan evaluates all relevant exposure pathways and presents a framework for safe reuse and redevelopment of the Site.

The City welcomes any feedback EGLE may have regarding this Due Care Plan and the proposed future use of the property. If you have any questions or require additional documentation, please feel free to contact me at 248.943.3467 or [gustan.taylor@wsp.com](mailto:gustan.taylor@wsp.com).

Sincerely,

WSP Michigan Inc.



Gustan Taylor  
Project Manager



Keith Kotimko  
Vice President

cc: Denise Soldenski, City of Lapeer





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# **Due Care Plan**

**18 East Nepessing Street  
Lapeer, Michigan 48446**

**Prepared for:**

**City of Lapeer  
544 N. Saginaw Street, Suite 109  
Lapeer, Michigan 48446**

**July 17, 2025**

**Project # US0046290.8959**

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**WSP Michigan  
46850 Magellan Drive, Suite 190  
Novi, Michigan 48277**

**[www.wsp.com](http://www.wsp.com)**

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## **1.0 COMPLIANCE WITH SECTION 20107A DUE CARE REQUIREMENTS**

This Due Care Plan has been prepared by WSP USA Inc. (WSP) on behalf of the City of Lapeer to document compliance with due care obligations under Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

Section 20107a of Act No. 451 of the Public Acts of 1994, as amended, and rules promulgated in accordance with the Act (R 299.51001 to R 299.51021) require that the City of Lapeer, as owner of the property located at 18 East Nepessing Street in Lapeer, Michigan (the Site), take appropriate action to prevent exacerbation of existing contaminants at the Site, and protect workers, inhabitants, and visitors to the Site from unacceptable contaminant exposures.

## **2.0 SITE LOCATION AND DESCRIPTION**

The Site is located at 18 East Nepessing Street in the City of Lapeer, Lapeer County, Michigan. The Site is comprised of approximately 0.13 acres and is located in a mixed-use commercial area in downtown Lapeer. Refer to the Site Location Map and Site Layout Map in Appendix A. The parcel number and legal description for the Site, as obtained from the City of Lapeer Assessing Department, is:

- Parcel Identification Number L20-86-801-040-00.
- Legal description: "CITY OF LAPEER T7N, R10E, SEC 5 COM S LN OF NEPS. ST 120 FT E OF E LN OF SAG. ST, TH S AT R ANGL TO NEPS ST 61 FT; TH E AT R ANGL TO SAG ST. TO FLINT RIVER TH N'LY ALG FLINT RIVER TO S LN OG NEPS ST: TH W'LY ALG NEPS ST TO BEG.'

### **2.1 Site Description**

From East Nepessing Street, the Site contains a single-story, above ground, commercial building with a partial basement, totaling approximately 2,000 square feet of enclosed space. The structure was originally constructed in 1925, and according to historical records, was previously used as a dry-cleaning facility from the 1960s through the early 1980s, as well as for retail and general commercial operations. While historical records do not support use of the property for vehicle refueling (e.g., gas station or other), fuel-containing underground storage tanks (USTs) were discovered on the property (see Section 3.1)

The building is currently vacant, and the City of Lapeer is considering converting the property into a public open space. The open space may include a park-like setting, with the construction of an overlook deck or similar public gathering area that enhances



connectivity to adjacent public amenities, including Farmers Creek, which runs northeast of the property. The Site is bordered to the north by East Nepessing Street, to the east by the Farmers Creek (formerly referred to as South Branch Flint River), to the south by a public alley and commercial structures, and to the west by adjoining commercial structures.

In general, the topography on-Site slopes moderately to the east towards Farmers Creek.

The Site is located in an area with municipal water and sewer service, and there are no known potable water supply wells on or immediately adjacent to the Site.

## **3.0 SITE CONDITIONS AND EXPOSURE PATHWAYS**

Environmental testing conducted at the Site between 2013 and 2019, identified contamination in soil, groundwater, and soil gas at concentrations exceeding applicable cleanup criteria established by the Michigan Department of Environment, Great Lakes, and Energy (EGLE). This section summarizes the nature and extent of contamination, evaluates potential migration pathways and receptors, and outlines preliminary strategies to mitigate exposure risks.

WSP evaluated the relevant exposure pathways by comparing the maximum detected concentrations of contaminants to the most conservative EGLE risk-based screening levels applicable to the Site's current and anticipated use. Pathways were determined to be relevant based on both the existing conditions and the proposed redevelopment scenario. Mitigation measures are recommended where exceedances pose a potential risk to human health or the environment. A detailed discussion of these response actions is provided in Section 4.0

### **3.1 Known Contamination**

Environmental investigations conducted between 2013 and 2019 confirmed the presence of hazardous substances, including chlorinated and petroleum-related volatile organic compounds (VOCs), in soil, groundwater, and sub-slab soil gas. A Baseline Environmental Assessment (BEA; BEA ID No: B201301906LA) was completed in 2013, confirming the Site as a “facility” under Part 201. The Site is identified as Facility ID No. 5-005903.

Initial environmental activities began with a Phase I and Phase II Environmental Site Assessment (ESA), and BEA prepared by Huron Consultants in 2013 (SB-1 through SB-7; 2013). These were followed by a limited Site investigation and geophysical survey conducted in 2014 by the Mannik & Smith Group (MSG; SB-1 through SB-10). These investigations identified petroleum-impacted soil and groundwater. The geophysical survey helped guide the investigation of suspected USTs.



In 2017, three (3) USTs were addressed through closure and removal activities. As documented in ATC's UST Construction and Removal Report finalized in 2018:

- UST 1 (No. 5-005903-1): A 1,000-gallon gasoline UST was removed from the ground. Upon removal, numerous pinholes were observed in the UST, which was consistent with previously identified petroleum contamination. No new release was reported at the time of removal. Due to proximity to the building, underground utilities, and the adjacent southern property, only limited excavation was performed, and impacted soil remains in place.
- UST 2 (No. 5-005903-2): A 2,000-gallon UST of unknown contents was closed-in-place using flowable fill. The UST was intact with no visible damage.
- UST 3 (No. 5-005903-3): A 1,000-gallon UST of unknown contents was also closed-in-place with flowable fill. The UST appeared to be in good condition.

Approximately 52 tons of petroleum-impacted soil were excavated and properly disposed of off-Site. However, post-excavation soil and groundwater sampling confirmed the continued presence of petroleum VOCs, including benzene, toluene, xylenes, and trimethylbenzenes (TMBs), at concentrations exceeding Michigan's residential Part 201 cleanup criteria.

To further delineate the extent of contamination and assess vapor intrusion potential, ATC conducted additional investigation activities in April 2018. These included the installation of five (5) groundwater monitoring wells (MW-1S, MW-1D, and MW-2 through MW-4), one (1) outdoor soil gas monitoring point (VP-3), one (1) additional soil boring (SB-11), and two (2) sub-slab soil gas monitoring pins (VP-1 and VP-2) within the building's basement. Soil samples collected during well and soil gas point installation were analyzed for VOCs and polynuclear aromatic hydrocarbons (PAHs). Laboratory results indicated that VOCs such as butylbenzene, propylbenzene, TMBs, and tetrachloroethene (PCE) exceeded one or more Tier 1 Risk-Based Screening Levels (RBSLs). PAHs were detected in multiple samples; however, only naphthalene (MW-3, SB-11) and phenanthrene (MW-4, SB-11) exceeded RBSLs.

Quarterly groundwater sampling at the monitoring wells revealed petroleum-related VOCs, including benzene, propylbenzene, and trimethylbenzenes (TMBs), at concentrations exceeding residential cleanup criteria. Sub-slab soil gas samples (VP-1 and VP-2) detected chlorinated and petroleum VOCs, including tetrachloroethene (PCE), trichloroethene (TCE), cis-1,2-dichloroethene (cis-1,2-DCE), xylenes, and styrene. Of the detected compounds, PCE and TCE concentrations in VP-2 exceeded the applicable Site-specific residential Volatilization to Indoor Air Criteria (VIAC) developed for the Site. The outdoor soil gas point (VP-3) also detected VOCs; however, concentrations were below VIAC thresholds. It is noted that EGLE now uses the term Volatilization to Indoor Air Pathway (VIAP); however, for consistency with the terminology and data provided at the time EGLE developed Site-specific criteria for the Site, the term VIAC is used throughout this document.



In 2019, the EGLE recommended that the groundwater monitoring wells and the outdoor soil gas point (VP-3) be abandoned. These were decommissioned in April 2019. Sub-slab soil gas points VP-1 and VP-2 remain in place and may be used for future vapor monitoring or mitigation system evaluation.

Additionally, in 2019, EGLE approved a set of Site-specific VIAC values for the Site, applicable to residential and non-residential scenarios. These criteria, developed for groundwater, soil, and soil gas, were intended to guide vapor intrusion assessment and risk management during redevelopment.

## **3.2 Exposure Pathways**

WSP has evaluated the potential contaminant exposure pathways associated with soil, groundwater, and soil gas contamination at the Site. Environmental investigations have identified select chlorinated and petroleum-related VOCs in soil and soil gas at concentrations exceeding Michigan Part 201 cleanup criteria. Groundwater samples collected from on-Site monitoring wells also contained VOCs at concentrations exceeding drinking water protection and volatilization to indoor air criteria, indicating multiple exposure pathways are potentially complete under current or future Site use scenarios.

Because contaminant concentrations exceed EGLE's Tier 1 residential use criteria, these criteria are relevant and applicable for any soil that is planned to be removed from the Site. Any soil exceeding residential use criteria for any parameter and any potential exposure pathway must be appropriately managed and disposed as a waste.

The following exposure pathways have been assessed:

### *Drinking Water Protection Pathway*

The Site and surrounding properties are currently served by municipal water, and no potable water supply wells are known to exist on or immediately adjacent to the Site. Groundwater samples collected during the 2018 investigation contained petroleum-related VOCs, including benzene and TMBs, at concentrations exceeding EGLE's drinking water protection criteria. However, because the Site is not used for potable water and is not anticipated to require potable groundwater use as part of its redevelopment into a public open space, this pathway is currently incomplete.

Should future land use or redevelopment plans include installation of a potable well on or near the Site, further evaluation and potential response activities would be required to ensure protection of drinking water resources and compliance with Michigan's Part 201 regulations.



### *Groundwater / Surface Water Interface (GSI) Protection Pathway*

Although the Site is located in a developed downtown area with no known direct discharge structures, it is situated directly adjacent to Farmers Creek along its northeastern boundary. Groundwater contamination with VOCs has been identified in monitoring wells installed near the former UST locations. While the extent of lateral groundwater migration and hydraulic connectivity to Farmers Creek has not been fully characterized, the presence of VOCs above GSI protection criteria and the Site's close proximity to a surface water body render the GSI pathway potentially complete.

Additionally, the presence of nearby storm sewer infrastructure raises the possibility of indirect discharge routes, especially if utility corridors intersect with zones of contaminated groundwater.

At this time, there is no known evidence of impact to Farmers Creek. However, future construction activities, such as excavation, grading, utility improvements, or installation of foundations for any Site improvements, could alter existing subsurface conditions and exacerbate migration potential. Therefore, any intrusive work should be evaluated in advance, and protective measures (e.g., containment, rerouting, or vapor barriers where needed) should be incorporated to avoid exacerbation and prevent unacceptable exposure or discharge to surface water.

### *Soil Volatilization to Indoor Air Inhalation Pathway*

Sub-slab soil gas sampling conducted in 2018 and 2019, identified exceedances of the Site-specific VIAC values in VP-2 for PCE and TCE, indicating that the soil volatilization to indoor air inhalation pathway is complete and relevant for enclosed building scenarios. Although no exceedances were observed in the outdoor soil gas point (VP-3), the presence of chlorinated VOCs in sub-slab soil gas confirms a potential risk for vapor intrusion.

If the property is converted into a public space, such as a park or overlook deck, future structures are anticipated to be open-air or minimally enclosed. As a result, the vapor intrusion pathway is currently incomplete under these proposed redevelopment conditions, and no active mitigation is required at this time. However, should redevelopment plans change to include enclosed buildings, particularly in areas near VP-2, further vapor assessment and mitigation (e.g., installation of a sub-slab depressurization system) may be necessary to prevent unacceptable exposures to future occupants.

### *Direct Contact Pathway*

Soil samples collected across the Site between 2013 and 2019, including those from locations near the former UST basin, identified the presence of VOCs and PAHs; however, none of the detected concentrations exceeded EGLE's residential Direct



Contact criteria. As such, under current and anticipated future use scenarios, the Direct Contact pathway is considered incomplete.

The Site is mostly covered by building slab, with limited gravel and grassy areas, which further limits potential for incidental contact with subsurface soils. Redevelopment as a public open space with passive use features, such as an overlook deck, does not introduce new direct contact risks.

While the pathway remains incomplete under these conditions, soil management procedures should still be followed during any future excavation or construction to ensure that potentially impacted soils are managed appropriately.

### 3.3 Comparison of Current Risk-Based Screening Levels with On-Site Contaminant Concentrations

Tables 1 through 4 below compare the maximum soil, groundwater, and soil gas contaminant concentrations of each detected parameter to the RBSL for each likely exposure pathway. Comprehensive historical summary tables showing all soil, groundwater, and soil gas sample results are included as in **Appendix B**.

**Table 1: A Comparison of Soil Contaminant Concentrations on the Site to Most Restrictive and Relevant Soil Risk-based Screening Levels**

| Parameter            | CAS #    | Drinking Water Protection Criteria | Groundwater Surface Water Protection Criteria | Residential Site-Specific VIAC | Direct Contact Criteria | Location           | Maximum Concentration in Soil |
|----------------------|----------|------------------------------------|-----------------------------------------------|--------------------------------|-------------------------|--------------------|-------------------------------|
| Acenaphthylene       | 83-32-9  | 300,000                            | 8,700                                         | 1.9E+8*                        | 4.1E+7                  | MW-4 (2-3)         | 900                           |
| Anthracene           | 120-12-7 | 41,000                             | ID                                            | 1.0E+9*                        | 2.3E+8                  | MW-4 (2-3)         | 410                           |
| Benzene              | 71-43-2  | <b>100</b>                         | <b>4,000</b>                                  | <b>1.7</b>                     | 180,000                 | T1-E (8)           | <b>22,000</b>                 |
| Benzo(a)anthracene   | 56-55-3  | NLL                                | NLL                                           | NLV                            | 20,000                  | MW-4 (2-3)         | 1,900                         |
| Benzo(b)fluoranthene | 205-99-2 | NLL                                | NLL                                           | NLV                            | 20,000                  | MW-4 (2-3)         | 5,300                         |
| n-Butylbenzene       | 104-51-8 | <b>1,600</b>                       | ID                                            | <b>550</b>                     | 2.5E+6                  | SB-7 (7-7.5; 2013) | <b>30,000</b>                 |
| s-Butylbenzene       | 135-98-8 | <b>1,600</b>                       | ID                                            | <b>3,800</b>                   | 2.5E+6                  | SB-7 (7-7.5; 2013) | <b>53,000</b>                 |
| Tert-Butylbenzene    | 98-06-6  | <b>1,600</b>                       | ID                                            | <b>ID</b>                      | 2.5E+6                  | SB-7 (7-7.5; 2013) | <b>3,300</b>                  |
| Chrysene             | 218-01-9 | NLL                                | NLL                                           | ID                             | 2.0E+6                  | SB-11 (3-4)        | 2,500                         |
| Cyclohexane          | 108-94-1 | 5.2E+6                             | NA                                            | <b>320</b>                     | 1.0E+9                  | T1-E (8)           | <b>6,500</b>                  |
| Ethylbenzene         | 100-41-4 | <b>1,500</b>                       | <b>360</b>                                    | <b>12</b>                      | 2.2E+7                  | T1-E (8)           | <b>2,400</b>                  |
| Fluoranthene         | 206-44-0 | 730,000                            | 5,500                                         | 1.0E+9*                        | 4.6E+7                  | MW-4 (2-3)         | 4,500                         |
| Hexane               | 110-54-3 | 180,000                            | NA                                            | <b>25</b>                      | 9.2E+7                  | T1-E (8)           | <b>3,400</b>                  |
| p-Isopropyl toluene  | 99-87-6  | Not Listed                         | Not Listed                                    | Not Listed                     | Not Listed              | SB-5 (10)          | 3,900                         |



| Parameter           | CAS #     | Drinking Water Protection Criteria | Groundwater Surface Water Protection Criteria | Residential Site-Specific VIAC | Direct Contact Criteria | Location           | Maximum Concentration in Soil |
|---------------------|-----------|------------------------------------|-----------------------------------------------|--------------------------------|-------------------------|--------------------|-------------------------------|
| Isopropylbenzene    | 98-82-8   | 91,000                             | <b>3,200</b>                                  | <b>3.8</b>                     | 2.5E+7                  | SB-7 (7-7.5; 2013) | <b>20,000</b>                 |
| 2-Methylnaphthalene | 91-57-6   | 57,000                             | 4,200                                         | <b>1,700</b>                   | 8.1E+6                  | T1-E (8)           | <b>3,000</b>                  |
| Naphthalene         | 91-20-3   | 35,000                             | <b>730</b>                                    | <b>67</b>                      | 1.6E+7                  | T1-E (8)           | <b>7,600</b>                  |
| n-Propylbenzene     | 103-65-1  | <b>1,600</b>                       | ID                                            | <b>1,800</b>                   | 2.5E+6                  | SB-7 (7-7.5; 2013) | <b>72,000</b>                 |
| Phenanthrene        | 85-01-8   | 56,000                             | <b>2,100</b>                                  | 2.8E+6*                        | 1.6E+6                  | MW-4 (2-3)         | <b>3,100</b>                  |
| Pyrene              | 129-00-0  | 480,000                            | ID                                            | ID                             | 2.9E+7                  | MW-4 (2-3)         | 4,000                         |
| Tetrachloroethene   | 127-18-4  | <b>100</b>                         | 1,200                                         | <b>6.2</b>                     | 200,000                 | SB-1 (1; 2013)     | <b>690</b>                    |
| Toluene             | 108-88-3  | 16,000                             | 5,400                                         | 3,700                          | 5.0E+7                  | T1-E (8)           | 2,900                         |
| 1,2,3-TMB           | 526-73-8  | Not Listed                         | Not Listed                                    | <b>270</b>                     | Not Listed              | T3-E (8)           | <b>100,000</b>                |
| 1,2,4-TMB           | 95-63-6   | <b>2,100</b>                       | <b>570</b>                                    | <b>150</b>                     | 3.2E+7                  | SB-7 (7-7.5; 2013) | <b>650,000</b>                |
| 1,3,5-TMB           | 108-67-8  | <b>1,800</b>                       | <b>1,100</b>                                  | <b>100</b>                     | 3.2E+7                  | T2/3 (8)           | <b>87,000</b>                 |
| 2,2,4-TMP           | 540-84-1  | ID                                 | NA                                            | NLV                            | ID                      | T1-E (8)           | <b>5,800</b>                  |
| Xylenes             | 1330-20-7 | <b>5,600</b>                       | <b>980</b>                                    | <b>280</b>                     | 1.7E+8                  | T1-E (8)           | <b>12,700</b>                 |

NLL = Not likely to leach; NLV = Not likely to volatilize; ID = Insufficient data to develop criterion. All concentrations are shown in micrograms per kilogram (µg/kg). \* = Site-Specific VIAC not developed; therefore, EGLE Generic Residential Soil VIAC used. Those values shown in **bold** are exceeded by the maximum concentration.

**Table 2: A Comparison of the Groundwater Contaminant Concentrations on the Site to the Most Restrictive and Relevant Groundwater Risk-based Screening Levels**

| Parameter             | CAS #    | Residential Drinking Water Criteria | Groundwater Surface Water Criteria | Residential VIAC | Location | Maximum Concentration in Groundwater |
|-----------------------|----------|-------------------------------------|------------------------------------|------------------|----------|--------------------------------------|
| Acetone (2-propanone) | 67-64-1  | 730                                 | 1,700                              | 1.0E+9           | MW-1S    | 59                                   |
| Benzene               | 71-43-2  | <b>5.0</b>                          | 200                                | 5,600            | MW-1D    | <b>140</b>                           |
| 2-Butanone (MEK)      | 78-93-3  | 13,000                              | 2,200                              | 2.4E+8           | MW-1S    | 9.4                                  |
| n-Butylbenzene        | 104-51-8 | 80                                  | ID                                 | ID               | MW-3     | 36                                   |
| s-Butylbenzene        | 135-98-8 | 80                                  | ID                                 | ID               | MW-3     | 77                                   |
| Carbon Disulfide      | 75-15-0  | 800                                 | ID                                 | 250,000          | MW-1D    | 3.8                                  |
| Ethylbenzene          | 100-41-4 | 74                                  | 18                                 | 110,000          | MW-1D    | <b>3.6</b>                           |
| Isopropylbenzene      | 98-82-8  | 800                                 | <b>28</b>                          | 56,000           | MW-3     | <b>94</b>                            |
| n-Propylbenzene       | 103-65-1 | <b>80</b>                           | ID                                 | ID               | MW-3     | <b>210</b>                           |
| 1,2,3-TMB             | 526-73-8 | Not listed                          | Not listed                         | Not listed       | MW-1S    | <b>90</b>                            |
| 1,2,4-TMB             | 95-63-6  | <b>63</b>                           | <b>17</b>                          | 56,000           | MW-3     | <b>2,000</b>                         |

| Parameter | CAS #     | Residential Drinking Water Criteria | Groundwater Surface Water Criteria | Residential VIAC | Location | Maximum Concentration in Groundwater |
|-----------|-----------|-------------------------------------|------------------------------------|------------------|----------|--------------------------------------|
| 1,3,5-TMB | 108-67-8  | 72                                  | 45                                 | 61,000           | MW-1S    | <b>35</b>                            |
| Xylenes   | 1330-20-7 | 280                                 | 49                                 | 190,000          | MW-1S    | 14.9                                 |

All concentrations are shown in micrograms-per-liter (µg/L). ID = Insufficient data to develop criterion. Those values shown in **bold** are exceeded by the maximum concentration. Only data from permanent monitoring wells are included.

**Table 3: A Comparison of the Sub-Slab Soil Gas (Interior) Contaminant Concentrations on the Site to the Residential Site-Specific Volatilization to Indoor Air Criteria**

| Parameter                | CAS #     | Residential Site-Specific VIAC (w/ Basement) | Location | Maximum Concentration in Soil Gas |
|--------------------------|-----------|----------------------------------------------|----------|-----------------------------------|
| Benzene                  | 71-43-2   | 110                                          | VP-1     | 6.0                               |
| Chloromethane            | 74-87-3   | 3,100                                        | VP-2     | 1.1                               |
| Cis-1,2-Dichloroethylene | 156-59-2  | 280                                          | VP-2     | 200                               |
| Ethylbenzene             | 100-41-4  | 340                                          | VP-1     | 190                               |
| Hexane                   | 110-54-3  | 24,000                                       | VP-2     | 630                               |
| Styrene                  | 100-442-5 | 1,500                                        | VP-1     | 7.5                               |
| Tetrachloroethene        | 127-18-4  | <b>1,400</b>                                 | VP-2     | <b>37,000</b>                     |
| Toluene                  | 108-88-3  | 170,000                                      | VP-1     | 300                               |
| Trichloroethene          | 79-01-6   | <b>67</b>                                    | VP-2     | <b>4,000</b>                      |
| Trichlorofluoromethane   | 75-69-4   | 15,000                                       | VP-2     | 350                               |
| 1,2,4-TMB                | 95-63-6   | 2,100                                        | VP-1     | 120                               |
| 1,3,5-TMB                | 108-67-8  | 2,100                                        | VP-1     | 54                                |
| 2,2,4-TMP                | 540-84-1  | 120,000                                      | VP-2     | 880                               |
| Xylenes                  | 1330-20-7 | 7,600                                        | VP-1     | 910                               |

All concentrations are shown in micrograms-per-meter cubed (µg/m<sup>3</sup>). Those values shown in **bold** are exceeded by the maximum concentration.



**Table 4: A Comparison of Soil Gas (Exterior) Contaminant Concentrations on the Site to the Residential Site-Specific Volatilization to Indoor Air Criteria**

| Parameter                | CAS #     | Residential Site-Specific VIAC (w/ Basement) | Location | Maximum Concentration in Soil Gas |
|--------------------------|-----------|----------------------------------------------|----------|-----------------------------------|
| Benzene                  | 71-43-2   | 110                                          | VP-3     | 2.7                               |
| Chloromethane            | 74-87-3   | 3,100                                        | VP-3     | 3.1                               |
| 1,3-Dichlorobenzene      | 541-73-1  | 100                                          | VP-3     | 2.3                               |
| Dichlorodifluoromethane  | 75-45-6   | 11,000                                       | VP-3     | 2.4                               |
| Cis-1,2-Dichloroethylene | 156-59-2  | 280                                          | VP-3     | 1.7                               |
| Ethylbenzene             | 100-41-4  | 340                                          | VP-3     | 11                                |
| Hexane                   | 110-54-3  | 24,000                                       | VP-3     | 11                                |
| Styrene                  | 100-442-5 | 1,500                                        | VP-3     | 26                                |
| Tetrachloroethene        | 127-18-4  | 1,400                                        | VP-3     | 54                                |
| Toluene                  | 108-88-3  | 170,000                                      | VP-3     | 38                                |
| Trichloroethene          | 79-01-6   | 67                                           | VP-3     | 2.4                               |
| Trichlorofluoromethane   | 75-69-4   | 15,000                                       | VP-3     | 1.5                               |
| 1,2,4-TMB                | 95-63-6   | 2,100                                        | VP-3     | 13                                |
| 1,3,5-TMB                | 108-67-8  | 2,100                                        | VP-3     | 2.7                               |
| 2,2,4-TMP                | 540-84-1  | 120,000                                      | VP-3     | 17                                |
| Vinyl Chloride           | 75-01-4   | 54                                           | VP-3     | 48                                |
| Xylenes                  | 1330-20-7 | 7,600                                        | VP-3     | 55                                |

All concentrations are shown in micrograms-per-meter cubed ( $\mu\text{g}/\text{m}^3$ ). Those values shown in **bold** are exceeded by the maximum concentration.

### 3.4 Unacceptable Exposure to Potential Receptors

Based on environmental data collected between 2013 and 2019, maximum concentrations of chlorinated and petroleum-related VOCs in soil, groundwater, and soil gas at the Site exceed one or more EGLE Tier 1 RBSLs, including: drinking water protection, GSI protection, and VIAC. As summarized in Tables 1 through 4 and detailed in the historical data tables in **Appendix B**, exceedances above EGLE criteria are present in compounds such as benzene, n-butylbenzene, s-butylbenzene, cyclohexane, ethylbenzene, hexane, isopropylbenzene, 2-methylnaphthalene, naphthalene, n-propylbenzene, phenanthrene, xylenes, TMBs, PCE, and TCE.

Figure 2 in **Appendix A** illustrates the soil boring, monitoring well, excavation confirmation, and soil gas point locations.

Given the nature and extent of contamination at the Site, unacceptable exposure pathways currently exist or have the potential to become complete under existing and future use scenarios. Specifically:

- Drinking water protection exceedances indicate that use of untreated groundwater at the Site would pose an unacceptable risk. Installation or use of potable wells must be prohibited.
- Groundwater-Surface Water Interface concerns are present due to VOC concentrations exceeding GSI criteria and the Site's proximity to Farmers Creek. While direct hydraulic connectivity has not been confirmed, the presence of contamination within GSI-relevant zones necessitates thoughtful redevelopment planning.
- Vapor Intrusion risks have been documented in sub-slab soil gas data, with concentrations exceeding Site-specific VIAC for PCE and TCE in the building basement. These conditions pose a current risk to indoor air quality and must be addressed through vapor mitigation measures if the building will be retained for entry and use.

If any soil is to be excavated and removed from the Site as part of future construction activities, the soil should be evaluated to determine its environmental condition. Any soil with analytical parameters exceeding residential cleanup criteria should be considered contaminated, and must be properly managed, handled, and disposed in accordance with Michigan Compiled Laws (MCL) 324.20120c and .21304b. Soil should not be relocated on-Site in a manner that could exacerbate contamination or create an unacceptable exposure risk to residents, workers, other individuals, or the environment.

Historical subsurface investigations were not intended to delineate the full vertical or horizontal extent of contamination at the Site; therefore, contamination could be encountered in areas beyond previously sampled locations and/or depths. Any construction contractor or utility company performing subsurface work at the Site should be informed of the potential for encountering contamination. If suspected contamination is encountered, additional testing and appropriate handling of the soil will be required.

## **4.0 PLAN FOR RESPONSE ACTIVITIES**

This section outlines the proposed response activities required to meet the Due Care obligations under Section 20107a of Part 201. Based on Site-specific conditions, these activities are necessary to manage known contamination, prevent unacceptable exposures, and prevent exacerbation of existing contamination. The response activities include physical mitigation measures, institutional controls, and ongoing monitoring efforts that will protect current and future users of the Site, surrounding environment, and off-Site receptors.

## 4.1 Drinking Water Protection

Although groundwater at the Site contains VOCs above Michigan Part 201 drinking water protection criteria, the Site and surrounding area are connected to a municipal water supply, and no potable wells are in use or planned. There is no record of any historical or active irrigation well on-Site. Given the intended future use of the property as a public open space, potentially including an overlook deck structure, the drinking water exposure pathway remains incomplete under current and foreseeable conditions.

To maintain protection of current and future users:

- **Restrict potable well use:** No potable water wells will be installed on-Site. Filing a Restrictive Covenant or implementing a local groundwater use ordinance(s) may be used, if necessary, to reinforce this resource use restriction.
- **Site planning:** Future development plans will explicitly prohibit the installation of potable groundwater wells.

## 4.2 Groundwater Surface Water Interface Protection

The Site is located directly adjacent to Farmers Creek and has documented VOC concentrations in groundwater that exceed Part 201 GSI criteria. While no direct discharge points to surface water are known and hydraulic connectivity between the Site and the creek has not been confirmed, the proximity of contamination to the surface water feature elevates the importance of managing this exposure pathway, particularly during redevelopment activities.

To minimize the potential for contaminant migration to surface water:

- **Limit dewatering activities:** Control any excavation work to prevent the need for dewatering. If necessary, appropriate discharge permits and treatment measures will be implemented.
- **Storm sewer integrity checks:** If construction activities intersect existing storm sewers, these structures will be inspected for integrity to ensure that contaminated groundwater does not infiltrate.
- **Monitor groundwater conditions:** If redevelopment activities change hydraulic conditions (e.g., foundation dewatering), additional monitoring or evaluation will be completed to confirm no migration toward Farmers Creek.
- **Install protective barriers, if needed:** If future evidence suggests groundwater movement toward surface water, barrier systems or other remedies will be evaluated.

## 4.3 Indoor Air Protection

Sub-slab soil gas data collected during the 2018 and 2019 investigation confirmed exceedances of Site-specific VIAC for PCE and TCE beneath the existing building, indicating a complete vapor intrusion pathway. Vapor mitigation remains a relevant due



care consideration if enclosed or partially enclosed structures are included in the redevelopment of the Site.

To manage indoor air risks associated with chlorinated and petroleum VOCs:

- **Avoid construction of enclosed occupiable structures over impacted areas:** If enclosed occupiable structures are constructed over impacted areas, vapor mitigation systems will be designed and implemented. Open-air structures such as overlooks, decks, or pavilions with adequate natural ventilation reduce vapor buildup potential.
- **Preserve existing slab where feasible:** If portions of the existing structure or slab are repurposed for future use (e.g., to support an overlook or pavilion), efforts will be made to maintain the slab's integrity as a passive barrier against vapor intrusion.
- **Evaluate future enclosed spaces:** If any enclosed buildings or rooms (e.g., restrooms, storage areas) are proposed as part of future development, a vapor intrusion assessment will be required. This includes consideration of a sub-slab depressurization system, vapor barrier installation, and/or confirmatory soil gas sampling.
- **Maintain access to vapor sampling points:** If the current structure stays in place, the existing sub-slab vapor monitoring ports (VP-1 and VP-2) will be preserved to allow for future performance monitoring, particularly if redevelopment introduces enclosed structures.
- **Incorporate ventilation design:** Where practical, any enclosed or semi-enclosed features will be designed with passive ventilation (e.g., open walls, roof vents) to reduce potential vapor accumulation.

#### 4.4 Construction/Utility Worker Protection

Subsurface contamination at the Site presents a potential risk to construction and utility workers during excavation, utility installation, or other intrusive work. These risks stem from both contact with contaminated soil and groundwater, as well as inhalation of vapors from subsurface media.

To address these potential exposure pathways, the following protective measures will be implemented:

- **Prepare a Health and Safety Plan (HASP):** All intrusive activities will be conducted under a Site-specific HASP prepared by a qualified environmental professional. The HASP will include protocols for minimizing exposure to contaminated soil and groundwater, with provisions for dermal and inhalation protection.
- **Perform contingency planning and screening:** Soil and groundwater screening (e.g., with a photoionization detector) will be conducted during excavation to identify potential high-exposure zones. Contingency plans will aid

in temporarily halting work and re-evaluating controls if elevated concentrations are encountered.

- **Implement excavation and dewatering restrictions:** Work in high-risk areas, including the vicinity of the former UST basin, will follow Site-specific excavation and material handling procedures. Dewatering should be avoided unless necessary. If required, groundwater will be managed through proper disposal or under proper discharge permits and treated as applicable.
- **Provide worker awareness and training:** All personnel performing intrusive work will be briefed on the potential for encountering contamination and the procedures for reporting, managing, and mitigating risks.

## 4.5 Soil Management and Removal

If contaminated soil is disturbed or removed, it must be properly managed by implementing the following:

- **Perform pre-characterization sampling:** Prior to any soil removal from the Site, planned excavated material will be characterized via sampling for VOCs and PAHs. Sampling will be conducted in accordance with EGLE and landfill-specific waste acceptance protocols.
- **Perform proper waste profiling and disposal:** Soils exceeding EGLE's residential Part 201 criteria for any parameter will need to be classified as contaminated. Such soils will need to be managed as regulated waste and transported off-Site under manifest to an approved landfill facility licensed to accept contaminated soil.
- **Implement on-Site handling restrictions:** Impacted soil will not be stockpiled on unprotected ground or relocated on-Site in a manner that would exacerbate contamination or create exposure risks. Temporary storage will need to be conducted with appropriate containment (e.g., lined and covered staging areas) until removal can be completed.
- **Prepare documentation:** All soil removal, transportation, and disposal activities will be documented. Manifests, analytical data, and disposal records will be retained by the City of Lapeer and made available for review, if requested by EGLE or future stakeholders.
- **Require clean fill:** Any imported material used for backfilling or surface grading must meet EGLE's Criteria for Unrestricted Residential Use. Documentation of analytical results for imported fill will be maintained to demonstrate compliance.
- **Perform environmental oversight:** A qualified environmental professional will oversee soil disturbance and disposal activities to ensure compliance with due care obligations.

## 4.6 Institutional Controls and Long-Term Considerations

To ensure long-term compliance and manage residual risks, the following will be implemented:

- **Review and update the Due Care Plan:** Prior to the start of construction or any future modifications to the Site (including installation of structures, utilities, or soil movement), this Due Care Plan will be reviewed and revised, as needed, to incorporate updated data, redevelopment changes, or revised EGLE cleanup criteria.
- **Implement land use restrictions:** Although the Site is being considered for redeveloped for public use, institutional controls, such as restrictive covenants, may be considered to prohibit the installation of potable water wells and limit intrusive activities that could compromise the integrity of subsurface conditions or mitigation systems.
- **Maintain vapor intrusion mitigation:** If any portion of the existing structure is retained and occupied in the future, or if enclosed structures are constructed as part of park infrastructure, vapor intrusion mitigation measures (e.g., sub-slab depressurization systems) will be operated and maintained according to manufacturer and engineering specifications.
- **Notify workers and contractors:** Contractors and City personnel involved in maintenance or capital improvement projects at the Site will be informed of subsurface contamination and the requirements of this Due Care Plan. Site-specific construction guidance and health and safety protocols will be made available, particularly for areas with known subsurface contamination.
- **Reassess public use and safety considerations:** While current redevelopment plans do not involve traditional commercial tenancy, any permanent structures, enclosed facilities, or Site modifications that increase the potential for exposure will trigger re-evaluation of exposure pathways and mitigation requirements. Clear signage and public information may be considered as part of the City's risk communication approach, if warranted.

These response activities are designed to satisfy the Due Care obligations in accordance with Part 201 and protect human health and the environment during and after redevelopment of the Site.

## 5.0 EVALUATION AND DEMONSTRATION OF DUE CARE OBLIGATIONS

Under Section 20107a of Part 201, the City of Lapeer, as the current property owner of a "facility," is required to undertake and document the following due care obligations:

- Prevent exacerbation of existing contamination.
- Prevent unacceptable exposures to hazardous substances.



- Take reasonable precautions against the reasonably foreseeable acts or omissions of a third party.

This section summarizes how the activities outlined in this Due Care Plan comply with these obligations.

#### *Preventing Exacerbation*

The response activities outlined in Section 4.0 are designed to prevent the spread or worsening of known contamination. To mitigate the risk of exacerbation:

- Subsurface intrusive work (e.g., excavation, utility installation, etc.) will follow Site-specific soil and groundwater management procedures, including pre-characterization, environmental oversight, and appropriate containment or disposal methods.
- Subsurface construction will be limited or conditioned with proper engineering controls to prevent contaminant migration.
- Any foundation removal, grading, or dewatering activity will be subject to prior review by a qualified environmental professional to evaluate exacerbation potential and determine whether additional controls are required.
- Stormwater and surface water protections will be considered to prevent off-Site migration, particularly given the Site's proximity to Farmers Creek.

#### *Preventing Unacceptable Exposure*

The Site contains residual VOC impacts in soil, groundwater, and sub-slab soil gas. As detailed in Sections 3.0 and 4.0, the following measures will be implemented to prevent unacceptable exposure:

- Potable well restrictions will remain in place to avoid ingestion of contaminated groundwater.
- Vapor intrusion mitigation will be addressed through preservation of the existing slab, consideration of passive vapor control measures (where enclosed structures are retained or built), and integration of ventilation strategies in redevelopment design.
- Construction worker protection will be managed via a HASP, worker awareness training, and monitoring protocols during subsurface activities.
- Contaminated soil will be handled, transported, and disposed of in accordance with EGLE regulations, and clean fill documentation will be maintained.

#### *Reasonable Precautions Against Third-Party Actions*

The City of Lapeer will take steps to guard against third-party actions that could result in unacceptable exposure or exacerbate existing contamination:





- Institutional controls such as restrictive covenants may be implemented to limit intrusive activities or future groundwater use.
- Contractors, consultants, and maintenance staff will be made aware of subsurface conditions through site documentation, pre-construction briefings, and access to this Due Care Plan.
- Future design or construction documentation, if applicable, will include provisions to preserve any installed mitigation systems and restrict alterations that could compromise exposure controls.
- Signage or public education materials may be implemented, as appropriate, to communicate environmental considerations for ongoing public use.

### *Documentation and Future Compliance*

Documentation of all response activities, waste management, and mitigation system maintenance will be retained and made available to EGLE upon request. This Due Care Plan will be reviewed and updated as necessary to reflect new data, changes in Site use, or revised regulatory criteria. Compliance with due care obligations will be reassessed at each stage of redevelopment and occupancy to ensure long-term protection and legal conformity.

These actions collectively fulfill the due care responsibilities of the City of Lapeer under Section 20107a of NREPA, allowing the safe reuse and revitalization of the Site in accordance with EGLE regulations.

## **6.0 GENERAL QUALIFICATIONS**

In the professional judgment of WSP, the scope of former investigations is sufficient to determine whether further investigation is needed, given the nature and specific circumstances of the Site. WSP prepared this Due Care Plan in conformance with the care and skill currently exercised by reputable environmental consulting firms practicing under similar conditions. No other warranty or representation of any kind, expressed or implied, at common law or created by statute, is extended, made, or intended by WSP's rendering of consulting services or furnishing oral and/or written reports of its findings.

Contaminants may be hidden in subsurface materials, having been intentionally covered, or because they were covered by foliage, water, snow, concrete, asphalt, or other materials. This contamination may not be present in predictable locations. The most that WSP could do is formulate a logical assessment program with reasonable time and cost limits to reduce, but not eliminate, the City of Lapeer's risk of later discovering previously unknown contamination.

No warranty can be made that conditions observed were representative of areas not observed. Data previously collected as part of subsurface investigations were used for the preparation of this report and should not be used for reasons other than those intended.





This Due Care Plan does not constitute legal advice, nor does WSP purport to give legal advice. Environmental conditions and regulations are subject to constant change and reinterpretation.

It should not be assumed that current conditions and/or regulatory positions will remain constant. Furthermore, because the facts stated in this report are subject to professional interpretation, differing conclusions could be reached by other environmental professionals.

## 7.0 REFERENCES

### *Regulatory Standards*

Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

Michigan Department of Environment, Great Lakes, and Energy (EGLE), Remediation and Redevelopment Division, “*Guidance Document for the Completion of a Due Care Plan*,” March 2022.

EGLE-RRD, Environmental Contamination Response Activity rules, *Part 201 Generic Cleanup Criteria and Screening Levels*, latest revision.

EGLE-RRD, Policy and Procedure RRD-21, *Leaking Underground Storage Tank (LUST) Site Classification System*, February 23, 2022.

### *Prior Reports*

Huron Consultants, *Phase I Environmental Site Assessment*, 18 E. Nepessing Street, Lapeer, Michigan, October 2013.

Huron Consultants, *Phase II Environmental Site Assessment*, 18 E. Nepessing Street, Lapeer, Michigan, November 2013.

Huron Consultants, *Baseline Environmental Assessment*, 18 E. Nepessing Street, Lapeer, Michigan, November 2013.

The Mannik & Smith Group, *Limited Site Investigation and Geophysical Survey Report*, Lapeer, Michigan, June 2014.

The Mannik & Smith Group, *Remediation Investigation and Expanded Triage Work Plan*, Lapeer, Michigan, April 2014.

ATC Group Services, *UST Construction and Removal Report*, 18 E. Nepessing Street, Lapeer, Michigan, finalized 2018.

ATC Group Services, *Site Remediation Status Report*, Lapeer, Michigan, August 2019.

EGLE, *Site-Specific VIAC Criteria Memorandum*, Lapeer, Michigan, August 2019.

WSP USA Inc., *Environmental and Demolition Support Proposal*, prepared for the City of Lapeer, 2024.



## **Report Written and Reviewed by:**

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Project Manager

Keith Kotimko  
Vice President

## **APPENDIX A: FIGURES**





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## Legend

★ Site Location

1:22,000



0 1,500 3,000 Feet



WSP USA  
46850 Magellan Drive Ste. 190  
Novi, MI 48377

Date: 6/10/2025

PN: US0046290.8959





**Legend**

Approximate Monitoring Well Location (ATC; 2018)

Approximate Soil Boring Location (Huron Consultants; 2013)

Approximate Soil Boring Location (MSG; 2014 )

Approximate Excavation Soil Confirmation Sample Location (ATC; 2017)

Approximate Soil Boring Location (ATC; 2018)

Approximate Soil Gas Monitoring Point Location (ATC; 2018)

Approximate Site Property Line

Site Property Building

Approximate Excavation Area (ATC; 2017)

Approximate Location of Tank #1 - Removed

Approximate Location of Tank #2 and Tank #3 - Closed in Place

0

5

10

Feet

N

E

S

W

**Figure 2**  
**Site Layout Map**  
**18 E Nepessing Street**  
**Lapeer, MI**

WSP USA

46850 Magellan Drive Ste. 190

Novi, MI 48377

Date: 7/11/2025

PN: US0046290.8959

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## **APPENDIX B: HISTORICAL DATA TABLES**



**MDEQ Soil Residential  
Part 201  
Generic Cleanup Criteria and Screening Levels**

Huron Consultants Project No. 13-20886-1

Commercial Property  
18 East Nepessing Street  
Lapeer, Michigan 48446

| Guidesheet Number          | →                                | #10                                 | #11                                        | #12                                                             | #13                                             | #14                                                           | #15                                                              | #16                                      | #17                                      | #18                                          | #19                             | #20                                            | Sample Location | SB-1 @ 1' | SB-3 @ 2' | SB-4 @ 1.5'   | SB-5 @ 3' |
|----------------------------|----------------------------------|-------------------------------------|--------------------------------------------|-----------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------|------------------------------------------|----------------------------------------------|---------------------------------|------------------------------------------------|-----------------|-----------|-----------|---------------|-----------|
| Parameters*                | Chemical Abstract Service Number | Statewide Default Background Levels | Drinking Water Protection Criteria & RBSLs | Groundwater Surface Water Interface Protection Criteria & RBSLs | Groundwater Contact Protection Criteria & RBSLs | Soil Volatilization to Indoor Air Inhalation Criteria & RBSLs | Infinite Source Volatile Soil Inhalation Criteria (VSIC) & RBSLs | Finite VSIC for 5 Meter Source Thickness | Finite VSIC for 2 Meter Source Thickness | Particulate Soil Inhalation Criteria & RBSLs | Direct Contact Criteria & RBSLs | Soil Saturation Concentration Screening Levels | Collection Date | 11/7/2013 | 11/7/2013 | 11/7/2013     | 11/7/2013 |
|                            |                                  |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                | Depth           | (1' - 1') | (2' - 2') | (1.5' - 1.5') | (3' - 3') |
| <b>Semivolatiles</b>       |                                  |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                |                 |           |           |               |           |
| Naphthalene                | 91-20-3                          | NA                                  | 35,000                                     | 730                                                             | 2.1E+6                                          | 2.5E+5                                                        | 3.0E+5                                                           | 3.0E+5                                   | 3.0E+5                                   | 2.0E+8                                       | 1.8E+7                          | NA                                             |                 | <330      | <330      | <330          | <330      |
| <b>Semivolatiles, PNAs</b> |                                  |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                |                 |           |           |               |           |
| 2-Methylnaphthalene        | 91-57-6                          | NA                                  | 57,000                                     | 4,200                                                           | 5.5E+6                                          | 2.7E+6                                                        | 1.5E+6                                                           | 1.5E+6                                   | 1.5E+6                                   | 6.7E+8                                       | 8.1E+6                          | NA                                             |                 | <330      | <330      | <330          | <330      |
| <b>Volatiles</b>           |                                  |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                |                 |           |           |               |           |
| Acetone (l)                | 67-64-1                          | NA                                  | 15,000                                     | 34,000                                                          | 1.1E+8 (C)                                      | 1.1E+8 (C)                                                    | 1.3E+8                                                           | 1.3E+8                                   | 1.9E+8                                   | 3.9E+11                                      | 2.3E+7                          | 1.1E+8                                         |                 | <1,000    | <1,000    | <1,000        | <1,000    |
| Acrylonitrile (l)          | 107-13-1                         | NA                                  | 100 (M); 52                                | 100 (M); 40                                                     | 2.8E+5                                          | 6,600                                                         | 5,000                                                            | 5,100                                    | 10,000                                   | 4.8E+7                                       | 18,000                          | 8.3E+6                                         |                 | <110      | <120      | <110          | <120      |
| Benzene (l)                | 71-43-2                          | NA                                  | 100                                        | 4,000 (X)                                                       | 2.2E+5                                          | 1,600                                                         | 13,000                                                           | 34,000                                   | 79,000                                   | 3.8E+8                                       | 1.8E+5                          | 4.0E+5                                         |                 | <50       | <50       | <50           | <50       |
| Bromobenzene (l)           | 108-86-1                         | NA                                  | 550                                        | NA                                                              | 3.8E+5                                          | 3.1E+5                                                        | 4.5E+5                                                           | 4.5E+5                                   | 4.5E+5                                   | 5.3E+8                                       | 5.4E+5                          | 7.6E+5                                         |                 | <110      | <120      | <110          | <120      |
| Bromochloromethane         | 74-97-5                          |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                |                 | <110      | <120      | <110          | <120      |
| Bromodichloromethane       | 75-27-4                          | NA                                  | 1,600 (W)                                  | ID                                                              | 2.8E+5                                          | 1,200                                                         | 9,100                                                            | 9,700                                    | 19,000                                   | 8.4E+7                                       | 1.1E+5                          | 1.5E+6                                         |                 | <110      | <120      | <110          | <120      |
| Bromofrom                  | 75-25-2                          | NA                                  | 1,600 (W)                                  | ID                                                              | 8.7E+5 (C)                                      | 1.5E+5                                                        | 9.0E+5                                                           | 9.0E+5                                   | 9.0E+5                                   | 2.8E+9                                       | 8.2E+5                          | 8.7E+5                                         |                 | <110      | <120      | <110          | <120      |
| Bromomethane               | 74-83-9                          | NA                                  | 200                                        | 700                                                             | 1.4E+6                                          | 860                                                           | 11,000                                                           | 57,000                                   | 1.4E+5                                   | 3.3E+8                                       | 3.2E+5                          | 2.2E+6                                         |                 | <200      | <200      | <200          | <200      |
| 2-Butanone (MEK) (l)       | 78-93-3                          | NA                                  | 2.6E+5                                     | 44,000                                                          | 2.7E+7 (C)                                      | 2.7E+7 (C)                                                    | 2.9E+7                                                           | 2.9E+7                                   | 3.5E+7                                   | 6.7E+10                                      | 2.7E+7 (C,DD)                   | 2.7E+7                                         |                 | <750      | <750      | <750          | <750      |
| n-Butylbenzene             | 104-51-8                         | NA                                  | 1,600                                      | ID                                                              | 1.2E+5                                          | ID                                                            | ID                                                               | ID                                       | ID                                       | 2.0E+9                                       | 2.5E+6                          | 1.0E+7                                         |                 | <56       | <60       | <56           | 61        |
| sec-Butylbenzene           | 135-98-8                         | NA                                  | 1,600                                      | ID                                                              | 88,000                                          | ID                                                            | ID                                                               | ID                                       | ID                                       | 4.0E+8                                       | 2.5E+6                          | 1.0E+7                                         |                 | <56       | <60       | <56           | <58       |
| tert-Butylbenzene (l)      | 98-06-6                          | NA                                  | 1,600                                      | ID                                                              | 1.8E+5                                          | ID                                                            | ID                                                               | ID                                       | ID                                       | 6.7E+8                                       | 2.5E+6                          | 1.0E+7                                         |                 | <56       | <60       | <56           | <58       |
| Carbon disulfide (l,R)     | 75-15-0                          | NA                                  | 16,000                                     | ID                                                              | 2.8E+5 (C)                                      | 78,000                                                        | 1.3E+6                                                           | 7.9E+6                                   | 1.9E+7                                   | 4.7E+10                                      | 2.8E+5 (C,DD)                   | 2.8E+5                                         |                 | <250      | <250      | <250          | <250      |
| Carbon tetrachloride       | 56-23-5                          | NA                                  | 100                                        | 900 (X)                                                         | 92,000                                          | 190                                                           | 3,500                                                            | 12,000                                   | 28,000                                   | 1.3E+8                                       | 96,000                          | 3.9E+5                                         |                 | <56       | <60       | <56           | <58       |
| Chlorobenzene (l)          | 108-90-7                         | NA                                  | 2,000                                      | 500                                                             | 2.8E+5 (C)                                      | 1.2E+5                                                        | 7.7E+5                                                           | 9.9E+5                                   | 2.1E+6                                   | 4.7E+9                                       | 2.6E+5 (C)                      | 2.6E+5                                         |                 | <56       | <60       | <56           | <58       |
| Chloroethane               | 75-00-3                          | NA                                  | 8,600                                      | 22,000 (X)                                                      | 9.5E+5 (C)                                      | 9.5E+5 (C)                                                    | 3.0E+7                                                           | 1.2E+8                                   | 2.8E+8                                   | 6.7E+11                                      | 9.5E+5 (C)                      | 9.5E+5                                         |                 | <280      | <300      | <280          | <290      |
| Chloroform                 | 67-66-3                          | NA                                  | 1,600 (W)                                  | 7,000                                                           | 1.5E+6 (C)                                      | 7,200                                                         | 45,000                                                           | 1.2E+5                                   | 2.7E+5                                   | 1.3E+9                                       | 1.2E+6                          | 1.5E+6                                         |                 | <56       | <60       | <56           | <58       |
| Chloromethane (l)          | 74-87-3                          | NA                                  | 5,200                                      | ID                                                              | 1.1E+6 (C)                                      | 2,300                                                         | 40,000                                                           | 4.1E+5                                   | 1.0E+6                                   | 4.9E+9                                       | 1.1E+6 (C)                      | 1.1E+6                                         |                 | <280      | <300      | <280          | <290      |
| o-Chlorotoluene (l)        | 95-49-8                          | NA                                  | 3,300                                      | ID                                                              | 5.0E+5 (C)                                      | 2.7E+5                                                        | 1.2E+6                                                           | 2.9E+6                                   | 6.3E+6                                   | 4.7E+9                                       | 5.0E+5 (C)                      | 5.0E+5                                         |                 | <56       | <60       | <56           | <58       |
| Dibromochloromethane       | 124-48-1                         | NA                                  | 1,600 (W)                                  | ID                                                              | 3.8E+5                                          | 3,900                                                         | 24,000                                                           | 24,000                                   | 33,000                                   | 1.3E+8                                       | 1.1E+5                          | 6.1E+5                                         |                 | <110      | <120      | <110          | <120      |
| Dibromochloropropane       | 96-12-8                          | NA                                  | 10 (M); 4.0                                | ID                                                              | 1,200 (C)                                       | 220                                                           | 260                                                              | 260                                      | 260                                      | 5.6E+5                                       | 1,200 (C)                       | 1,200                                          |                 | <28       | <30       | <28           | <29       |
| Dibromomethane             | 74-95-3                          | NA                                  | 1,600                                      | NA                                                              | 2.0E+6 (C)                                      | ID                                                            | ID                                                               | ID                                       | ID                                       | ID                                           | 2.0E+6 (C)                      | 2.0E+6                                         |                 | <280      | <300      | <280          | <290      |
| 1,2-Dichlorobenzene        | 95-50-1                          | NA                                  | 14,000                                     | 280                                                             | 2.1E+5 (C)                                      | 2.1E+5 (C)                                                    | 3.9E+7                                                           | 3.9E+7                                   | 5.2E+7                                   | 1.0E+11                                      | 2.1E+5 (C)                      | 2.1E+5                                         |                 | <100      | <100      | <100          | <100      |
| 1,3-Dichlorobenzene        | 541-73-1                         | NA                                  | 170                                        | 680                                                             | 51,000                                          | 28,000                                                        | 79,000                                                           | 79,000                                   | 1.1E+5                                   | 2.0E+8                                       | 1.7E+5 (C)                      | 1.7E+5                                         |                 | <100      | <100      | <100          | <100      |
| 1,4-Dichlorobenzene        | 106-46-7                         | NA                                  | 1,700                                      | 360                                                             | 1.4E+5                                          | 19,000                                                        | 77,000                                                           | 77,000                                   | 1.1E+5                                   | 4.5E+8                                       | 4.0E+5                          | NA                                             |                 | <100      | <100      | <100          | <100      |
| Dichlorodifluoromethane    | 75-71-8                          | NA                                  | 95,000                                     | ID                                                              | 1.0E+6 (C)                                      | 9.0E+5                                                        | 5.3E+7                                                           | 5.5E+8                                   | 1.4E+9                                   | 3.3E+12                                      | 1.0E+6 (C)                      | 1.0E+6                                         |                 | <280      | <300      | <280          | <290      |
| 1,1-Dichloroethane         | 75-34-3                          | NA                                  | 18,000                                     | 15,000                                                          | 8.9E+5 (C)                                      | 2.3E+5                                                        | 2.1E+6                                                           | 5.9E+6                                   | 1.4E+7                                   | 3.3E+10                                      | 8.9E+5 (C)                      | 8.9E+5                                         |                 | <56       | <60       | <56           | <58       |
| 1,2-Dichloroethane (l)     | 107-06-2                         | NA                                  | 100                                        | 7,200 (X)                                                       | 3.8E+5                                          | 2,100                                                         | 6,200                                                            | 11,000                                   | 26,000                                   | 1.2E+8                                       | 91,000                          | 1.2E+6                                         |                 | <56       | <60       | <56           | <58       |
| cis-1,2-Dichloroethylene   | 156-59-2                         | NA                                  | 1,400                                      | 12,000                                                          | 6.4E+5 (C)                                      | 22,000                                                        | 1.8E+5                                                           | 4.2E+5                                   | 9.9E+5                                   | 6.4E+5 (C)                                   | 6.4E+5                          | 6.4E+5                                         |                 | <50       | 190       | <50           | <50       |
| trans-1,2-Dichloroethylene | 156-60-5                         | NA                                  | 2,000                                      | 30,000 (X)                                                      | 1.4E+6 (C)                                      | 23,000                                                        | 2.8E+5                                                           | 8.3E+5                                   | 2.0E+6                                   | 4.7E+9                                       | 1.4E+6 (C)                      | 1.4E+6                                         |                 | <56       | <60       | <56           | <58       |

Bold analytical result = exceeds method detection limit

Bold in yellow analytical result = exceeds one or more cleanup criteria

**MDEQ Soil Residential**  
**Part 201**  
**Generic Cleanup Criteria and Screening Levels**

Huron Consultants Project No. 13-20886-1

Commercial Property  
 18 East Nepessing Street  
 Lapeer, Michigan 48446

| Guidesheet Number               | →                                | #10                                 | #11                                        | #12                                                             | #13                                             | #14                                                           | #15                                                              | #16                                      | #17                                      | #18                                          | #19                             | #20                                            | Sample Location | SB-1 @ 1' | SB-3 @ 2' | SB-4 @ 1.5'   | SB-5 @ 3' |
|---------------------------------|----------------------------------|-------------------------------------|--------------------------------------------|-----------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------|------------------------------------------|----------------------------------------------|---------------------------------|------------------------------------------------|-----------------|-----------|-----------|---------------|-----------|
| Parameters*                     | Chemical Abstract Service Number | Statewide Default Background Levels | Drinking Water Protection Criteria & RBSLs | Groundwater Surface Water Interface Protection Criteria & RBSLs | Groundwater Contact Protection Criteria & RBSLs | Soil Volatilization to Indoor Air Inhalation Criteria & RBSLs | Infinite Source Volatile Soil Inhalation Criteria (VSIC) & RBSLs | Finite VSIC for 5 Meter Source Thickness | Finite VSIC for 2 Meter Source Thickness | Particulate Soil Inhalation Criteria & RBSLs | Direct Contact Criteria & RBSLs | Soil Saturation Concentration Screening Levels | Collection Date | 11/7/2013 | 11/7/2013 | 11/7/2013     | 11/7/2013 |
|                                 |                                  |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                | Depth           | (1' - 1') | (2' - 2') | (1.5' - 1.5') | (3' - 3') |
| 1,1-Dichloroethylene (I)        | 75-35-4                          | NA                                  | 140                                        | 2,600                                                           | 2.2E+5                                          | 62                                                            | 1,100                                                            | 5,300                                    | 13,000                                   | 6.2E+7                                       | 2.0E+5                          | 5.7E+5                                         |                 | <56       | <60       | <56           | <58       |
| 1,2-Dichloropropane (I)         | 78-87-5                          | NA                                  | 100                                        | 4,600 (X)                                                       | 3.2E+5                                          | 4,000                                                         | 25,000                                                           | 50,000                                   | 1.1E+5                                   | 2.7E+8                                       | 1.4E+5                          | 5.5E+5                                         |                 | <56       | <60       | <56           | <58       |
| cis-1,3-Dichloropropylene       | 10061-01-5                       |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                |                 | <56       | <60       | <56           | <58       |
| trans-1,3-Dichloropropylene     | 10061-02-6                       |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                |                 | <56       | <60       | <56           | <58       |
| Ethylbenzene (I)                | 100-41-4                         | NA                                  | 1,500                                      | 360                                                             | 1.4E+5 (C)                                      | 87,000                                                        | 7.2E+5                                                           | 1.0E+6                                   | 2.2E+6                                   | 1.0E+10                                      | 1.4E+5 (C)                      | 1.4E+5                                         |                 | <50       | <50       | <50           | 150       |
| Ethylene dibromide              | 106-93-4                         | NA                                  | 20 (M); 1.0                                | 110 (X)                                                         | 500                                             | 670                                                           | 1,700                                                            | 1,700                                    | 3,300                                    | 1.4E+7                                       | 92                              | 8.9E+5                                         |                 | <56       | <60       | <56           | <58       |
| 2-Hexanone                      | 591-78-6                         | NA                                  | 20,000                                     | ID                                                              | 2.5E+6 (C)                                      | 9.9E+5                                                        | 1.1E+6                                                           | 1.1E+6                                   | 1.4E+6                                   | 2.7E+9                                       | 2.5E+6 (C)                      | 2.5E+6                                         |                 | <2,500    | <2,500    | <2,500        | <2,500    |
| Isopropyl benzene               | 98-82-8                          | NA                                  | 91,000                                     | 3,200                                                           | 3.9E+5 (C)                                      | 3.9E+5 (C)                                                    | 1.7E+6                                                           | 1.7E+6                                   | 2.8E+6                                   | 5.8E+9                                       | 3.9E+5 (C)                      | 3.9E+5                                         |                 | <280      | <300      | <280          | <290      |
| Methyl iodide                   | 74-88-4                          |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                |                 | <110      | <120      | <110          | <120      |
| 4-Methyl-2-pentanone (MIBK) (I) | 108-10-1                         | NA                                  | 36,000                                     | ID                                                              | 2.7E+6 (C)                                      | 2.7E+6 (C)                                                    | 4.5E+7                                                           | 4.5E+7                                   | 6.7E+7                                   | 1.4E+11                                      | 2.7E+6 (C)                      | 2.7E+6                                         |                 | <2,500    | <2,500    | <2,500        | <2,500    |
| Methylene chloride              | 75-09-2                          | NA                                  | 100                                        | 30,000 (X)                                                      | 2.3E+6 (C)                                      | 45,000                                                        | 2.1E+5                                                           | 5.9E+5                                   | 1.4E+6                                   | 6.6E+9                                       | 1.3E+6                          | 2.3E+6                                         |                 | <100      | <100      | <100          | <100      |
| 2-Methylnaphthalene             | 91-57-6                          | NA                                  | 57,000                                     | 4,200                                                           | 5.5E+6                                          | 2.7E+6                                                        | 1.5E+6                                                           | 1.5E+6                                   | 1.5E+6                                   | 6.7E+8                                       | 8.1E+6                          | NA                                             |                 | <330      | <330      | <330          | <330      |
| Methyl-tert-butyl ether (MTBE)  | 1634-04-4                        | NA                                  | 800                                        | 1.4E+5 (X)                                                      | 5.9E+6 (C)                                      | 5.9E+6 (C)                                                    | 2.5E+7                                                           | 3.9E+7                                   | 8.7E+7                                   | 2.0E+11                                      | 1.5E+6                          | 5.9E+6                                         |                 | <280      | <300      | <280          | <290      |
| Naphthalene                     | 91-20-3                          | NA                                  | 35,000                                     | 730                                                             | 2.1E+6                                          | 2.5E+5                                                        | 3.0E+5                                                           | 3.0E+5                                   | 3.0E+5                                   | 2.0E+8                                       | 1.6E+7                          | NA                                             |                 | <330      | <330      | <330          | <330      |
| n-Propylbenzene (I)             | 103-65-1                         | NA                                  | 1,600                                      | ID                                                              | 3.0E+5                                          | ID                                                            | ID                                                               | ID                                       | ID                                       | 1.3E+9                                       | 2.5E+6                          | 1.0E+7                                         |                 | <100      | <100      | <100          | <100      |
| Styrene                         | 100-42-5                         | NA                                  | 2,700                                      | 2,100 (X)                                                       | 2.7E+5                                          | 2.5E+5                                                        | 9.7E+5                                                           | 9.7E+5                                   | 1.4E+6                                   | 5.5E+9                                       | 4.0E+5                          | 5.2E+5                                         |                 | <56       | <60       | <56           | <58       |
| 1,1,1,2-Tetrachloroethane       | 630-20-6                         | NA                                  | 1,500                                      | ID                                                              | 4.4E+5 (C)                                      | 6,200                                                         | 36,000                                                           | 54,000                                   | 1.0E+5                                   | 4.2E+8                                       | 4.4E+5 (C)                      | 4.4E+5                                         |                 | <100      | <100      | <100          | <100      |
| 1,1,2,2-Tetrachloroethane       | 79-34-5                          | NA                                  | 170                                        | 1,600 (X)                                                       | 94,000                                          | 4,300                                                         | 10,000                                                           | 10,000                                   | 14,000                                   | 5.4E+7                                       | 53,000                          | 8.7E+5                                         |                 | <56       | <60       | <56           | <58       |
| Tetrachloroethylene             | 127-18-4                         | NA                                  | 100                                        | 1,200 (X)                                                       | 88,000 (C)                                      | 11,000                                                        | 1.7E+5                                                           | 4.8E+5                                   | 1.1E+6                                   | 2.7E+9                                       | 88,000 (C)                      | 88,000                                         |                 | 690       | <50       | 170           | 400       |
| Toluene (I)                     | 108-88-3                         | NA                                  | 16,000                                     | 5,400                                                           | 2.5E+5 (C)                                      | 2.5E+5 (C)                                                    | 2.8E+6                                                           | 5.1E+6                                   | 1.2E+7                                   | 2.7E+10                                      | 2.5E+5 (C)                      | 2.5E+5                                         |                 | <56       | <60       | <56           | 310       |
| 1,2,4-Trichlorobenzene          | 120-82-1                         | NA                                  | 4,200                                      | 5,900 (X)                                                       | 1.1E+6 (C)                                      | 1.1E+6 (C)                                                    | 2.8E+7                                                           | 2.8E+7                                   | 2.8E+7                                   | 2.5E+10                                      | 9.9E+5 (DD)                     | 1.1E+6                                         |                 | <330      | <330      | <330          | <330      |
| 1,1,1-Trichloroethane           | 71-55-6                          | NA                                  | 4,000                                      | 1,800                                                           | 4.6E+5 (C)                                      | 2.5E+5                                                        | 3.8E+6                                                           | 1.2E+7                                   | 2.8E+7                                   | 6.7E+10                                      | 4.6E+5 (C)                      | 4.6E+5                                         |                 | <56       | <60       | <56           | <58       |
| 1,1,2-Trichloroethane           | 79-00-5                          | NA                                  | 100                                        | 6,600 (X)                                                       | 4.2E+5                                          | 4,600                                                         | 17,000                                                           | 21,000                                   | 44,000                                   | 1.9E+8                                       | 1.8E+5                          | 9.2E+5                                         |                 | <56       | <60       | <56           | <58       |
| Trichloroethylene               | 79-01-6                          | NA                                  | 100                                        | 4,000 (X)                                                       | 4.4E+5                                          | 1,000                                                         | 11,000                                                           | 25,000                                   | 57,000                                   | 1.3E+8                                       | 5.0E+5 (C,DD)                   | 5.0E+5                                         |                 | <56       | <60       | <56           | <58       |
| Trichlorofluoromethane          | 75-69-4                          | NA                                  | 52,000                                     | NA                                                              | 5.6E+5 (C)                                      | 5.6E+5 (C)                                                    | 9.2E+7                                                           | 6.3E+8                                   | 1.5E+9                                   | 3.8E+12                                      | 5.6E+5 (C)                      | 5.6E+5                                         |                 | <110      | <120      | <110          | <120      |
| 1,2,3-Trichloropropane          | 96-18-4                          | NA                                  | 840                                        | NA                                                              | 8.3E+5 (C)                                      | 4,000                                                         | 9,200                                                            | 9,200                                    | 11,000                                   | 2.0E+7                                       | 8.3E+5 (C)                      | 8.3E+5                                         |                 | <110      | <120      | <110          | <120      |
| 1,2,3-Trimethylbenzene          | 526-73-8                         |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                |                 | <100      | <100      | <100          | 170       |
| 1,2,4-Trimethylbenzene (I)      | 95-63-6                          | NA                                  | 2,100                                      | 570                                                             | 1.1E+5 (C)                                      | 1.1E+5 (C)                                                    | 2.1E+7                                                           | 5.0E+8                                   | 5.0E+8                                   | 8.2E+10                                      | 1.1E+5 (C)                      | 1.1E+5                                         |                 | <110      | <120      | <110          | 390       |
| 1,3,5-Trimethylbenzene (I)      | 108-67-8                         | NA                                  | 1,800                                      | 1,100                                                           | 94,000 (C)                                      | 94,000 (C)                                                    | 1.6E+7                                                           | 3.8E+8                                   | 3.8E+8                                   | 8.2E+10                                      | 94,000 (C)                      | 94,000                                         |                 | <110      | <120      | <110          | 140       |
| Vinyl chloride                  | 75-01-4                          | NA                                  | 40                                         | 260 (X)                                                         | 20,000                                          | 270                                                           | 4,200                                                            | 30,000                                   | 73,000                                   | 3.5E+8                                       | 3,800                           | 4.9E+5                                         |                 | <40       | <40       | <40           | <40       |
| Xylenes (I)                     | 1330-20-7                        | NA                                  | 5,600                                      | 820                                                             | 1.5E+5 (C)                                      | 1.5E+5 (C)                                                    | 4.6E+7                                                           | 6.1E+7                                   | 1.3E+8                                   | 2.9E+11                                      | 1.5E+5 (C)                      | 1.5E+5                                         |                 | <170      | <180      | <170          | 750       |

Bold analytical result = exceeds method detection limit

Bold in yellow analytical result = exceeds one or more cleanup criteria



**MDEQ Soil Residential  
Part 201  
Generic Cleanup Criteria and Screening Levels**

Huron Consultants Project No. 13-20886-1

Commercial Property  
18 East Nepessing Street  
Lapeer, Michigan 48446

| Guidesheet Number          | →                                | #10                                 | #11                                        | #12                                                             | #13                                             | #14                                                           | #15                                                              | #16                                      | #17                                      | #18                                          | #19                             | #20                                            | Sample Location | SB-6 @ 9'-10' | SB-7 @ 7'-7.5' |
|----------------------------|----------------------------------|-------------------------------------|--------------------------------------------|-----------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------|------------------------------------------|----------------------------------------------|---------------------------------|------------------------------------------------|-----------------|---------------|----------------|
| Parameters*                | Chemical Abstract Service Number | Statewide Default Background Levels | Drinking Water Protection Criteria & RBSLs | Groundwater Surface Water Interface Protection Criteria & RBSLs | Groundwater Contact Protection Criteria & RBSLs | Soil Volatilization to Indoor Air Inhalation Criteria & RBSLs | Infinite Source Volatile Soil Inhalation Criteria (VISC) & RBSLs | Finite VISC for 5 Meter Source Thickness | Finite VISC for 2 Meter Source Thickness | Particulate Soil Inhalation Criteria & RBSLs | Direct Contact Criteria & RBSLs | Soil Saturation Concentration Screening Levels | Collection Date | 11/7/2013     | 11/7/2013      |
|                            |                                  |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                | Depth           | (9' - 10')    | (7' - 7.5')    |
| <b>Semivolatiles</b>       |                                  |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                |                 |               |                |
| Naphthalene                | 91-20-3                          | NA                                  | 35,000                                     | 730                                                             | 2.1E+6                                          | 2.5E+5                                                        | 3.0E+5                                                           | 3.0E+5                                   | 3.0E+5                                   | 2.0E+8                                       | 1.6E+7                          | NA                                             |                 | <350          | <2,800         |
| <b>Semivolatiles, PNAs</b> |                                  |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                |                 |               |                |
| 2-Methylnaphthalene        | 91-57-6                          | NA                                  | 57,000                                     | 4,200                                                           | 5.5E+6                                          | 2.7E+6                                                        | 1.5E+6                                                           | 1.5E+6                                   | 1.5E+6                                   | 6.7E+8                                       | 8.1E+6                          | NA                                             |                 | <350          | <2,800         |
| <b>Volatiles</b>           |                                  |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                |                 |               |                |
| Acetone (l)                | 67-64-1                          | NA                                  | 15,000                                     | 34,000                                                          | 1.1E+8 (C)                                      | 1.1E+8 (C)                                                    | 1.3E+8                                                           | 1.3E+8                                   | 1.9E+8                                   | 3.9E+11                                      | 2.3E+7                          | 1.1E+8                                         |                 | <1,000        | <1,100         |
| Acrylonitrile (l)          | 107-13-1                         | NA                                  | 100 (M); 52                                | 100 (M); 40                                                     | 2.8E+5                                          | 6,600                                                         | 5,000                                                            | 5,100                                    | 10,000                                   | 4.6E+7                                       | 16,000                          | 8.3E+6                                         |                 | <140          | <1,100         |
| Benzene (l)                | 71-43-2                          | NA                                  | 100                                        | 4,000 (X)                                                       | 2.2E+5                                          | 1,800                                                         | 13,000                                                           | 34,000                                   | 79,000                                   | 3.8E+8                                       | 1.8E+5                          | 4.0E+5                                         |                 | <b>650</b>    | <280           |
| Bromobenzene (l)           | 108-86-1                         | NA                                  | 550                                        | NA                                                              | 3.6E+5                                          | 3.1E+5                                                        | 4.5E+5                                                           | 4.5E+5                                   | 4.5E+5                                   | 5.3E+8                                       | 5.4E+5                          | 7.6E+5                                         |                 | <140          | <1,100         |
| Bromochloromethane         | 74-97-5                          |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                |                 | <140          | <1,100         |
| Bromodichloromethane       | 75-27-4                          | NA                                  | 1,600 (W)                                  | ID                                                              | 2.8E+5                                          | 1,200                                                         | 9,100                                                            | 9,700                                    | 19,000                                   | 8.4E+7                                       | 1.1E+5                          | 1.5E+6                                         |                 | <140          | <1,100         |
| Bromofrom                  | 75-25-2                          | NA                                  | 1,600 (W)                                  | ID                                                              | 8.7E+5 (C)                                      | 1.5E+5                                                        | 9.0E+5                                                           | 9.0E+5                                   | 9.0E+5                                   | 2.8E+9                                       | 8.2E+5                          | 8.7E+5                                         |                 | <140          | <1,100         |
| Bromomethane               | 74-83-9                          | NA                                  | 200                                        | 700                                                             | 1.4E+6                                          | 860                                                           | 11,000                                                           | 57,000                                   | 1.4E+5                                   | 3.3E+8                                       | 3.2E+5                          | 2.2E+6                                         |                 | <200          | <1,100         |
| 2-Butanone (MEK) (l)       | 78-93-3                          | NA                                  | 2.8E+5                                     | 44,000                                                          | 2.7E+7 (C)                                      | 2.7E+7 (C)                                                    | 2.9E+7                                                           | 2.9E+7                                   | 3.5E+7                                   | 6.7E+10                                      | 2.7E+7 (C,DD)                   | 2.7E+7                                         |                 | <750          | <5,600         |
| n-Butylbenzene             | 104-51-8                         | NA                                  | 1,600                                      | ID                                                              | 1.2E+5                                          | ID                                                            | ID                                                               | ID                                       | ID                                       | 2.0E+9                                       | 2.5E+6                          | 1.0E+7                                         |                 | <b>2,000</b>  | <b>30,000</b>  |
| sec-Butylbenzene           | 135-98-8                         | NA                                  | 1,600                                      | ID                                                              | 88,000                                          | ID                                                            | ID                                                               | ID                                       | ID                                       | 4.0E+8                                       | 2.5E+6                          | 1.0E+7                                         |                 | <b>3,000</b>  | <b>53,000</b>  |
| tert-Butylbenzene (l)      | 98-06-6                          | NA                                  | 1,600                                      | ID                                                              | 1.8E+5                                          | ID                                                            | ID                                                               | ID                                       | ID                                       | 6.7E+8                                       | 2.5E+6                          | 1.0E+7                                         |                 | <b>190</b>    | <b>3,300</b>   |
| Carbon disulfide (l,R)     | 75-15-0                          | NA                                  | 16,000                                     | ID                                                              | 2.8E+5 (C)                                      | 76,000                                                        | 1.3E+6                                                           | 7.9E+6                                   | 1.9E+7                                   | 4.7E+10                                      | 2.8E+5 (C,DD)                   | 2.8E+5                                         |                 | <250          | <1,100         |
| Carbon tetrachloride       | 56-23-5                          | NA                                  | 100                                        | 900 (X)                                                         | 92,000                                          | 190                                                           | 3,500                                                            | 12,000                                   | 28,000                                   | 1.3E+8                                       | 98,000                          | 3.9E+5                                         |                 | <69           | <560           |
| Chlorobenzene (l)          | 108-90-7                         | NA                                  | 2,000                                      | 500                                                             | 2.6E+5 (C)                                      | 1.2E+5                                                        | 7.7E+5                                                           | 9.9E+5                                   | 2.1E+6                                   | 4.7E+9                                       | 2.6E+5 (C)                      | 2.6E+5                                         |                 | <69           | <560           |
| Chloroethane               | 75-00-3                          | NA                                  | 8,600                                      | 22,000 (X)                                                      | 9.5E+5 (C)                                      | 9.5E+5 (C)                                                    | 3.0E+7                                                           | 1.2E+8                                   | 2.8E+8                                   | 6.7E+11                                      | 9.5E+5 (C)                      | 9.5E+5                                         |                 | <350          | <2,800         |
| Chloroform                 | 67-66-3                          | NA                                  | 1,600 (W)                                  | 7,000                                                           | 1.5E+6 (C)                                      | 7,200                                                         | 45,000                                                           | 1.2E+5                                   | 2.7E+5                                   | 1.3E+9                                       | 1.2E+6                          | 1.5E+6                                         |                 | <69           | <560           |
| Chloromethane (l)          | 74-87-3                          | NA                                  | 5,200                                      | ID                                                              | 1.1E+6 (C)                                      | 2,300                                                         | 40,000                                                           | 4.1E+5                                   | 1.0E+6                                   | 4.9E+9                                       | 1.1E+6 (C)                      | 1.1E+6                                         |                 | <350          | <2,800         |
| o-Chlorotoluene (l)        | 95-49-8                          | NA                                  | 3,300                                      | ID                                                              | 5.0E+5 (C)                                      | 2.7E+5                                                        | 1.2E+6                                                           | 2.9E+6                                   | 6.3E+6                                   | 4.7E+9                                       | 5.0E+5 (C)                      | 5.0E+5                                         |                 | <69           | <560           |
| Dibromochloromethane       | 124-48-1                         | NA                                  | 1,600 (W)                                  | ID                                                              | 3.6E+5                                          | 3,900                                                         | 24,000                                                           | 24,000                                   | 33,000                                   | 1.3E+8                                       | 1.1E+5                          | 6.1E+5                                         |                 | <140          | <1,100         |
| Dibromochloropropane       | 96-12-8                          | NA                                  | 10 (M); 4.0                                | ID                                                              | 1,200 (C)                                       | 220                                                           | 260                                                              | 260                                      | 260                                      | 5.6E+5                                       | 1,200 (C)                       | 1,200                                          |                 | <35           | <280           |
| Dibromomethane             | 74-95-3                          | NA                                  | 1,600                                      | NA                                                              | 2.0E+6 (C)                                      | ID                                                            | ID                                                               | ID                                       | ID                                       | ID                                           | 2.0E+6 (C)                      | 2.0E+6                                         |                 | <350          | <2,800         |
| 1,2-Dichlorobenzene        | 95-50-1                          | NA                                  | 14,000                                     | 280                                                             | 2.1E+5 (C)                                      | 2.1E+5 (C)                                                    | 3.9E+7                                                           | 3.9E+7                                   | 5.2E+7                                   | 1.0E+11                                      | 2.1E+5 (C)                      | 2.1E+5                                         |                 | <100          | <560           |
| 1,3-Dichlorobenzene        | 541-73-1                         | NA                                  | 170                                        | 680                                                             | 51,000                                          | 26,000                                                        | 79,000                                                           | 79,000                                   | 1.1E+5                                   | 2.0E+8                                       | 1.7E+5 (C)                      | 1.7E+5                                         |                 | <100          | <280           |
| 1,4-Dichlorobenzene        | 106-46-7                         | NA                                  | 1,700                                      | 360                                                             | 1.4E+5                                          | 19,000                                                        | 77,000                                                           | 77,000                                   | 1.1E+5                                   | 4.5E+8                                       | 4.0E+5                          | NA                                             |                 | <100          | <560           |
| Dichlorodifluoromethane    | 75-71-8                          | NA                                  | 95,000                                     | ID                                                              | 1.0E+6 (C)                                      | 9.0E+5                                                        | 5.3E+7                                                           | 5.5E+8                                   | 1.4E+9                                   | 3.3E+12                                      | 1.0E+6 (C)                      | 1.0E+6                                         |                 | <350          | <2,800         |
| 1,1-Dichloroethane         | 75-34-3                          | NA                                  | 18,000                                     | 15,000                                                          | 8.9E+5 (C)                                      | 2.3E+5                                                        | 2.1E+6                                                           | 5.9E+6                                   | 1.4E+7                                   | 3.3E+10                                      | 8.9E+5 (C)                      | 8.9E+5                                         |                 | <69           | <560           |
| 1,2-Dichloroethane (l)     | 107-06-2                         | NA                                  | 100                                        | 7,200 (X)                                                       | 3.8E+5                                          | 2,100                                                         | 6,200                                                            | 11,000                                   | 26,000                                   | 1.2E+8                                       | 91,000                          | 1.2E+6                                         |                 | <69           | <560           |
| cis-1,2-Dichloroethylene   | 156-59-2                         | NA                                  | 1,400                                      | 12,000                                                          | 6.4E+5 (C)                                      | 22,000                                                        | 1.8E+5                                                           | 4.2E+5                                   | 9.9E+5                                   | 2.3E+9                                       | 6.4E+5 (C)                      | 6.4E+5                                         |                 | <50           | <280           |
| trans-1,2-Dichloroethylene | 156-60-5                         | NA                                  | 2,000                                      | 30,000 (X)                                                      | 1.4E+6 (C)                                      | 23,000                                                        | 2.8E+5                                                           | 8.3E+5                                   | 2.0E+6                                   | 4.7E+9                                       | 1.4E+6 (C)                      | 1.4E+6                                         |                 | <69           | <560           |

Bold analytical result = exceeds method detection limit

Bold in yellow analytical result = exceeds one or more cleanup criteria

**MDEQ Soil Residential  
Part 201  
Generic Cleanup Criteria and Screening Levels**

Huron Consultants Project No. 13-20886-1

Commercial Property  
18 East Nepessing Street  
Lapeer, Michigan 48446

| Guidesheet Number                                                | →                                | #10                                 | #11                                        | #12                                                             | #13                                             | #14                                                           | #15                                                              | #16                                      | #17                                      | #18                                          | #19                             | #20                                            | Sample Location | SB-6 @ 9'-10' | SB-7 @ 7'-7.5' |
|------------------------------------------------------------------|----------------------------------|-------------------------------------|--------------------------------------------|-----------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------|------------------------------------------|----------------------------------------------|---------------------------------|------------------------------------------------|-----------------|---------------|----------------|
| Parameters*                                                      | Chemical Abstract Service Number | Statewide Default Background Levels | Drinking Water Protection Criteria & RBSLs | Groundwater Surface Water Interface Protection Criteria & RBSLs | Groundwater Contact Protection Criteria & RBSLs | Soil Volatilization to Indoor Air Inhalation Criteria & RBSLs | Infinite Source Volatile Soil Inhalation Criteria (VSIC) & RBSLs | Finite VSIC for 5 Meter Source Thickness | Finite VSIC for 2 Meter Source Thickness | Particulate Soil Inhalation Criteria & RBSLs | Direct Contact Criteria & RBSLs | Soil Saturation Concentration Screening Levels | Collection Date | 11/7/2013     | 11/7/2013      |
| *(Refer to detailed laboratory report for method reference data) |                                  |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                | Depth           | (9' - 10')    | (7' - 7.5')    |
| 1,1-Dichloroethylene (l)                                         | 75-35-4                          | NA                                  | 140                                        | 2,600                                                           | 2.2E+5                                          | 62                                                            | 1,100                                                            | 5,300                                    | 13,000                                   | 6.2E+7                                       | 2.0E+5                          | 5.7E+5                                         |                 | <69           | <560           |
| 1,2-Dichloropropane (l)                                          | 78-87-5                          | NA                                  | 100                                        | 4,600 (X)                                                       | 3.2E+5                                          | 4,000                                                         | 25,000                                                           | 50,000                                   | 1.1E+5                                   | 2.7E+8                                       | 1.4E+5                          | 5.5E+5                                         |                 | <69           | <560           |
| cis-1,3-Dichloropropylene                                        | 10061-01-5                       |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                |                 | <69           | <560           |
| trans-1,3-Dichloropropylene                                      | 10061-02-6                       |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                |                 | <69           | <560           |
| Ethylbenzene (l)                                                 | 100-41-4                         | NA                                  | 1,500                                      | 360                                                             | 1.4E+5 (C)                                      | 87,000                                                        | 7.2E+5                                                           | 1.0E+6                                   | 2.2E+6                                   | 1.0E+10                                      | 1.4E+5 (C)                      | 1.4E+5                                         |                 | <50           | <b>1,200</b>   |
| Ethylene dibromide                                               | 106-93-4                         | NA                                  | 20 (M); 1.0                                | 110 (X)                                                         | 500                                             | 670                                                           | 1,700                                                            | 1,700                                    | 3,300                                    | 1.4E+7                                       | 92                              | 8.9E+5                                         |                 | <69           | <560           |
| 2-Hexanone                                                       | 591-78-6                         | NA                                  | 20,000                                     | ID                                                              | 2.5E+6 (C)                                      | 9.9E+5                                                        | 1.1E+6                                                           | 1.1E+6                                   | 1.4E+6                                   | 2.7E+9                                       | 2.5E+6 (C)                      | 2.5E+6                                         |                 | <2,500        | <5,600         |
| Isopropyl benzene                                                | 98-82-8                          | NA                                  | 91,000                                     | 3,200                                                           | 3.9E+5 (C)                                      | 3.9E+5 (C)                                                    | 1.7E+6                                                           | 1.7E+6                                   | 2.8E+6                                   | 5.8E+9                                       | 3.9E+5 (C)                      | 3.9E+5                                         |                 | <b>410</b>    | <b>20,000</b>  |
| Methyl iodide                                                    | 74-88-4                          |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                |                 | <140          | <1,100         |
| 4-Methyl-2-pentanone (MIBK) (l)                                  | 108-10-1                         | NA                                  | 36,000                                     | ID                                                              | 2.7E+6 (C)                                      | 2.7E+6 (C)                                                    | 4.5E+7                                                           | 4.5E+7                                   | 6.7E+7                                   | 1.4E+11                                      | 2.7E+6 (C)                      | 2.7E+6                                         |                 | <2,500        | <5,600         |
| Methylene chloride                                               | 75-09-2                          | NA                                  | 100                                        | 30,000 (X)                                                      | 2.3E+6 (C)                                      | 45,000                                                        | 2.1E+5                                                           | 5.9E+5                                   | 1.4E+6                                   | 6.8E+9                                       | 1.3E+6                          | 2.3E+6                                         |                 | <100          | <560           |
| 2-Methylnaphthalene                                              | 91-57-6                          | NA                                  | 57,000                                     | 4,200                                                           | 5.5E+6                                          | 2.7E+6                                                        | 1.5E+6                                                           | 1.5E+6                                   | 1.5E+6                                   | 6.7E+8                                       | 8.1E+6                          | NA                                             |                 | <350          | <2,800         |
| Methyl-tert-butyl ether (MTBE)                                   | 1634-04-4                        | NA                                  | 800                                        | 1.4E+5 (X)                                                      | 5.9E+6 (C)                                      | 5.9E+6 (C)                                                    | 2.5E+7                                                           | 3.9E+7                                   | 8.7E+7                                   | 2.0E+11                                      | 1.5E+6                          | 5.9E+6                                         |                 | <350          | <2,800         |
| Naphthalene                                                      | 91-20-3                          | NA                                  | 35,000                                     | 730                                                             | 2.1E+6                                          | 2.5E+5                                                        | 3.0E+5                                                           | 3.0E+5                                   | 3.0E+5                                   | 2.0E+8                                       | 1.6E+7                          | NA                                             |                 | <350          | <2,800         |
| n-Propylbenzene (l)                                              | 103-65-1                         | NA                                  | 1,600                                      | ID                                                              | 3.0E+5                                          | ID                                                            | ID                                                               | ID                                       | ID                                       | 1.3E+9                                       | 2.5E+6                          | 1.0E+7                                         |                 | <b>450</b>    | <b>72,000</b>  |
| Styrene                                                          | 100-42-5                         | NA                                  | 2,700                                      | 2,100 (X)                                                       | 2.7E+5                                          | 2.5E+5                                                        | 9.7E+5                                                           | 9.7E+5                                   | 1.4E+6                                   | 5.5E+9                                       | 4.0E+5                          | 5.2E+5                                         |                 | <69           | <560           |
| 1,1,1,2-Tetrachloroethane                                        | 630-20-6                         | NA                                  | 1,500                                      | ID                                                              | 4.4E+5 (C)                                      | 6,200                                                         | 36,000                                                           | 54,000                                   | 1.0E+5                                   | 4.2E+8                                       | 4.4E+5 (C)                      | 4.4E+5                                         |                 | <100          | <560           |
| 1,1,2,2-Tetrachloroethane                                        | 79-34-5                          | NA                                  | 170                                        | 1,600 (X)                                                       | 94,000                                          | 4,300                                                         | 10,000                                                           | 10,000                                   | 14,000                                   | 5.4E+7                                       | 53,000                          | 8.7E+5                                         |                 | <69           | <560           |
| Tetrachloroethylene                                              | 127-18-4                         | NA                                  | 100                                        | 1,200 (X)                                                       | 88,000 (C)                                      | 11,000                                                        | 1.7E+5                                                           | 4.8E+5                                   | 1.1E+6                                   | 2.7E+9                                       | 88,000 (C)                      | 88,000                                         |                 | <50           | <280           |
| Toluene (l)                                                      | 108-88-3                         | NA                                  | 16,000                                     | 5,400                                                           | 2.5E+5 (C)                                      | 2.5E+5 (C)                                                    | 2.8E+6                                                           | 5.1E+6                                   | 1.2E+7                                   | 2.7E+10                                      | 2.5E+5 (C)                      | 2.5E+5                                         |                 | <69           | <560           |
| 1,2,4-Trichlorobenzene                                           | 120-82-1                         | NA                                  | 4,200                                      | 5,900 (X)                                                       | 1.1E+6 (C)                                      | 1.1E+6 (C)                                                    | 2.8E+7                                                           | 2.8E+7                                   | 2.8E+7                                   | 2.5E+10                                      | 9.9E+5 (DD)                     | 1.1E+6                                         |                 | <350          | <2,800         |
| 1,1,1-Trichloroethane                                            | 71-55-6                          | NA                                  | 4,000                                      | 1,800                                                           | 4.6E+5 (C)                                      | 2.5E+5                                                        | 3.8E+6                                                           | 1.2E+7                                   | 2.8E+7                                   | 6.7E+10                                      | 4.6E+5 (C)                      | 4.6E+5                                         |                 | <69           | <560           |
| 1,1,2-Trichloroethane                                            | 79-00-5                          | NA                                  | 100                                        | 6,600 (X)                                                       | 4.2E+5                                          | 4,600                                                         | 17,000                                                           | 21,000                                   | 44,000                                   | 1.9E+8                                       | 1.8E+5                          | 9.2E+5                                         |                 | <69           | <560           |
| Trichloroethylene                                                | 79-01-6                          | NA                                  | 100                                        | 4,000 (X)                                                       | 4.4E+5                                          | 1,000                                                         | 11,000                                                           | 25,000                                   | 57,000                                   | 1.3E+8                                       | 5.0E+5 (C,DD)                   | 5.0E+5                                         |                 | <69           | <560           |
| Trichlorofluoromethane                                           | 75-69-4                          | NA                                  | 52,000                                     | NA                                                              | 5.6E+5 (C)                                      | 5.6E+5 (C)                                                    | 9.2E+7                                                           | 6.3E+8                                   | 1.5E+9                                   | 3.8E+12                                      | 5.6E+5 (C)                      | 5.6E+5                                         |                 | <140          | <1,100         |
| 1,2,3-Trichloropropane                                           | 96-18-4                          | NA                                  | 840                                        | NA                                                              | 8.3E+5 (C)                                      | 4,000                                                         | 9,200                                                            | 9,200                                    | 11,000                                   | 2.0E+7                                       | 8.3E+5 (C)                      | 8.3E+5                                         |                 | <140          | <1,100         |
| 1,2,3-Trimethylbenzene                                           | 526-73-8                         |                                     |                                            |                                                                 |                                                 |                                                               |                                                                  |                                          |                                          |                                              |                                 |                                                |                 | <100          | <b>63,000</b>  |
| 1,2,4-Trimethylbenzene (l)                                       | 95-63-6                          | NA                                  | 2,100                                      | 570                                                             | 1.1E+5 (C)                                      | 1.1E+5 (C)                                                    | 2.1E+7                                                           | 5.0E+8                                   | 5.0E+8                                   | 8.2E+10                                      | 1.1E+5 (C)                      | 1.1E+5                                         |                 | <140          | <b>650,000</b> |
| 1,3,5-Trimethylbenzene (l)                                       | 108-67-8                         | NA                                  | 1,800                                      | 1,100                                                           | 94,000 (C)                                      | 94,000 (C)                                                    | 1.6E+7                                                           | 3.8E+8                                   | 3.8E+8                                   | 8.2E+10                                      | 94,000 (C)                      | 94,000                                         |                 | <140          | <1,100         |
| Vinyl chloride                                                   | 75-01-4                          | NA                                  | 40                                         | 260 (X)                                                         | 20,000                                          | 270                                                           | 4,200                                                            | 30,000                                   | 73,000                                   | 3.5E+8                                       | 3,800                           | 4.9E+5                                         |                 | <40           | <280           |
| Xylenes (l)                                                      | 1330-20-7                        | NA                                  | 5,600                                      | 820                                                             | 1.5E+5 (C)                                      | 1.5E+5 (C)                                                    | 4.6E+7                                                           | 6.1E+7                                   | 1.3E+8                                   | 2.9E+11                                      | 1.5E+5 (C)                      | 1.5E+5                                         |                 | <210          | <b>2,900</b>   |

Bold analytical result = exceeds method detection limit

Bold in yellow analytical result = exceeds one or more cleanup criteria



**MDEQ Groundwater  
Part 201  
Generic Cleanup Criteria and Screening Levels**

Huron Consultants Project No. 13-20886-1

Commercial Property  
18 East Nepessing Street  
Lapeer, Michigan

| Guidesheet Number                                              | →                                | #1                                          | #2                                              | #3                                                   | #4                                                                               | #5                                                                                  | #6                                   | #7               | #8                                           | #9                               |                 |               |            |
|----------------------------------------------------------------|----------------------------------|---------------------------------------------|-------------------------------------------------|------------------------------------------------------|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------|------------------|----------------------------------------------|----------------------------------|-----------------|---------------|------------|
| Parameters*                                                    | Chemical Abstract Service Number | Residential Drinking Water Criteria & RBSLs | Non-residential Drinking Water Criteria & RBSLs | Groundwater Surface Water Interface Criteria & RBSLs | Residential Groundwater Volatilization to Indoor Air Inhalation Criteria & RBSLs | Nonresidential Groundwater Volatilization to Indoor Air Inhalation Criteria & RBSLs | Groundwater Contact Criteria & RBSLs | Water Solubility | Flammability and Explosivity Screening Level | Acute Inhalation Screening Level | Sample Location | SB-6 @ 9.5'   | SB-7 @ 6'  |
| *Refer to detailed laboratory report for method reference data |                                  |                                             |                                                 |                                                      |                                                                                  |                                                                                     |                                      |                  |                                              |                                  | Collection Date | 11/7/2013     | 11/7/2013  |
|                                                                |                                  |                                             |                                                 |                                                      |                                                                                  |                                                                                     |                                      |                  |                                              |                                  | Depth           | (9.5' - 9.5') | (6' - 6')  |
| <b>Semivolatiles</b>                                           |                                  |                                             |                                                 |                                                      |                                                                                  |                                                                                     |                                      |                  |                                              |                                  |                 |               |            |
| Naphthalene                                                    | 91-20-3                          | 520                                         | 1,500                                           | 11                                                   | 31,000 (S)                                                                       | 31,000 (S)                                                                          | 31,000 (S)                           | 31,000           | NA                                           | 31,000 (S)                       |                 | <5.0          | <500       |
| <b>Semivolatiles, PNAs</b>                                     |                                  |                                             |                                                 |                                                      |                                                                                  |                                                                                     |                                      |                  |                                              |                                  |                 |               |            |
| 2-Methylnaphthalene                                            | 91-57-6                          | 260                                         | 750                                             | 19                                                   | 25,000 (S)                                                                       | 25,000 (S)                                                                          | 25,000 (S)                           | 24,600           | ID                                           | ID                               |                 | <5.0          | <500       |
| <b>Volatiles</b>                                               |                                  |                                             |                                                 |                                                      |                                                                                  |                                                                                     |                                      |                  |                                              |                                  |                 |               |            |
| Acetone (l)                                                    | 67-64-1                          | 730                                         | 2,100                                           | 1,700                                                | 1.0E+9 (D,S)                                                                     | 1.0E+9 (D,S)                                                                        | 3.1E+7                               | 1.0E+9           | 1.5E+7                                       | 1.0E+9 (D)                       |                 | <50           | <1,000     |
| Acrylonitrile (l)                                              | 107-13-1                         | 2.6                                         | 11                                              | 2.0 (M); 1.2                                         | 34,000                                                                           | 1.9E+5                                                                              | 14,000                               | 7.50E+7          | 6.4E+6                                       | ID                               |                 | <2.0          | <100       |
| Benzene (l)                                                    | 71-43-2                          | 5.0 (A)                                     | 5.0 (A)                                         | 200 (X)                                              | 5,600                                                                            | 35,000                                                                              | 11,000                               | 1.75E+6          | 68,000                                       | 67,000                           |                 | <b>190</b>    | <100       |
| Bromobenzene (l)                                               | 108-86-1                         | 18                                          | 50                                              | NA                                                   | 1.8E+5                                                                           | 3.9E+5                                                                              | 12,000                               | 4.13E+5          | ID                                           | ID                               |                 | <1.0          | <100       |
| Bromochloromethane                                             | 74-97-5                          |                                             |                                                 |                                                      |                                                                                  |                                                                                     |                                      |                  |                                              |                                  |                 | <1.0          | <100       |
| Bromodichloromethane                                           | 75-27-4                          | 80 (A,W)                                    | 80 (A,W)                                        | ID                                                   | 4,800                                                                            | 37,000                                                                              | 14,000                               | 6.74E+6          | ID                                           | ID                               |                 | <1.0          | <100       |
| Bromoform                                                      | 75-25-2                          | 80 (A,W)                                    | 80 (A,W)                                        | ID                                                   | 4.7E+5                                                                           | 3.1E+6 (S)                                                                          | 1.4E+5                               | 3.10E+6          | ID                                           | ID                               |                 | <1.0          | <100       |
| Bromomethane                                                   | 74-83-9                          | 10                                          | 29                                              | 35                                                   | 4,000                                                                            | 9,000                                                                               | 70,000                               | 1.45E+7          | ID                                           | ID                               |                 | <5.0          | <500       |
| 2-Butanone (MEK) (l)                                           | 78-93-3                          | 13,000                                      | 38,000                                          | 2,200                                                | 2.4E+8 (S)                                                                       | 2.4E+8 (S)                                                                          | 2.4E+8 (S)                           | 2.40E+8          | ID                                           | 2.4E+8 (S)                       |                 | <25           | <500       |
| n-Butylbenzene                                                 | 104-51-8                         | 80                                          | 230                                             | ID                                                   | ID                                                                               | ID                                                                                  | 5,900                                | NA               | ID                                           | ID                               |                 | 30            | <100       |
| sec-Butylbenzene                                               | 135-98-8                         | 80                                          | 230                                             | ID                                                   | ID                                                                               | ID                                                                                  | 4,400                                | NA               | ID                                           | ID                               |                 | 61            | <b>130</b> |
| tert-Butylbenzene (l)                                          | 98-06-6                          | 80                                          | 230                                             | ID                                                   | ID                                                                               | ID                                                                                  | 8,900                                | NA               | ID                                           | ID                               |                 | 5.6           | <100       |
| Carbon disulfide (l,R)                                         | 75-15-0                          | 800                                         | 2,300                                           | ID                                                   | 2.5E+5                                                                           | 5.5E+5                                                                              | 1.2E+6 (S)                           | 1.19E+6          | 13,000                                       | ID                               |                 | <5.0          | <100       |
| Carbon tetrachloride                                           | 56-23-5                          | 5.0 (A)                                     | 5.0 (A)                                         | 45 (X)                                               | 370                                                                              | 2,400                                                                               | 4,600                                | 7.93E+5          | ID                                           | 96,000                           |                 | <1.0          | <100       |
| Chlorobenzene (l)                                              | 108-90-7                         | 100 (A)                                     | 100 (A)                                         | 25                                                   | 2.1E+5                                                                           | 4.7E+5 (S)                                                                          | 86,000                               | 4.72E+5          | 1.6E+5                                       | ID                               |                 | <1.0          | <100       |
| Chloroethane                                                   | 75-00-3                          | 430                                         | 1,700                                           | 1,100 (X)                                            | 5.7E+6 (S)                                                                       | 5.7E+6 (S)                                                                          | 4.4E+5                               | 5.74E+6          | 1.1E+5                                       | ID                               |                 | <5.0          | <500       |
| Chloroform                                                     | 67-66-3                          | 80 (A,W)                                    | 80 (A,W)                                        | 350                                                  | 28,000                                                                           | 1.8E+5                                                                              | 1.5E+5                               | 7.92E+6          | ID                                           | ID                               |                 | <1.0          | <100       |
| Chloromethane (l)                                              | 74-87-3                          | 260                                         | 1,100                                           | ID                                                   | 8,600                                                                            | 45,000                                                                              | 4.9E+5                               | 6.34E+6          | 36,000                                       | 2.1E+5                           |                 | <5.0          | <500       |
| o-Chlorotoluene (l)                                            | 95-49-8                          | 150                                         | 420                                             | ID                                                   | 2.2E+5                                                                           | 3.7E+5 (S)                                                                          | 44,000                               | 3.73E+5          | ID                                           | ID                               |                 | <5.0          | <100       |
| Dibromochloromethane                                           | 124-48-1                         | 80 (A,W)                                    | 80 (A,W)                                        | ID                                                   | 14,000                                                                           | 1.1E+5                                                                              | 18,000                               | 2.60E+6          | ID                                           | ID                               |                 | <5.0          | <100       |
| Dibromochloropropane                                           | 96-12-8                          | 0.2 (A)                                     | 0.2 (A)                                         | ID                                                   | 220                                                                              | 1,200 (S)                                                                           | 390                                  | 1,230            | NA                                           | ID                               |                 | <1.0          | <100       |
| Dibromomethane                                                 | 74-95-3                          | 80                                          | 230                                             | NA                                                   | ID                                                                               | ID                                                                                  | 5.3E+5                               | 1.10E+7          | ID                                           | ID                               |                 | <5.0          | <100       |
| 1,2-Dichlorobenzene                                            | 95-50-1                          | 600 (A)                                     | 600 (A)                                         | 13                                                   | 1.6E+5 (S)                                                                       | 1.6E+5 (S)                                                                          | 1.6E+5 (S)                           | 1.56E+5          | NA                                           | 1.6E+5 (S)                       |                 | <1.0          | <100       |
| 1,3-Dichlorobenzene                                            | 541-73-1                         | 6.6                                         | 19                                              | 28                                                   | 18,000                                                                           | 41,000                                                                              | 2,000                                | 1.11E+5          | ID                                           | ID                               |                 | <1.0          | <100       |
| 1,4-Dichlorobenzene                                            | 106-46-7                         | 75 (A)                                      | 75 (A)                                          | 17                                                   | 16,000                                                                           | 74,000 (S)                                                                          | 6,400                                | 73,800           | NA                                           | ID                               |                 | <1.0          | <100       |
| Dichlorodifluoromethane                                        | 75-71-8                          | 1,700                                       | 4,800                                           | ID                                                   | 2.2E+5                                                                           | 3.0E+5 (S)                                                                          | 3.0E+5 (S)                           | 3.00E+5          | ID                                           | ID                               |                 | <5.0          | <100       |
| 1,1-Dichloroethane                                             | 75-34-3                          | 880                                         | 2,500                                           | 740                                                  | 1.0E+6                                                                           | 2.3E+6                                                                              | 2.4E+6                               | 5.06E+6          | 3.8E+5                                       | ID                               |                 | <1.0          | <100       |
| 1,2-Dichloroethane (l)                                         | 107-06-2                         | 5.0 (A)                                     | 5.0 (A)                                         | 360 (X)                                              | 9,600                                                                            | 59,000                                                                              | 19,000                               | 8.52E+6          | 2.5E+6                                       | ID                               |                 | <1.0          | <100       |
| cis-1,2-Dichloroethylene                                       | 156-59-2                         | 70 (A)                                      | 70 (A)                                          | 620                                                  | 93,000                                                                           | 2.1E+5                                                                              | 2.0E+5                               | 3.50E+6          | 5.3E+5                                       | ID                               |                 | <1.0          | <100       |
| trans-1,2-Dichloroethylene                                     | 156-60-5                         | 100 (A)                                     | 100 (A)                                         | 1,500 (X)                                            | 85,000                                                                           | 2.0E+5                                                                              | 2.2E+5                               | 6.30E+6          | 2.3E+5                                       | ID                               |                 | <1.0          | <100       |

Bold analytical result = exceeds method detection limit

Bold in yellow analytical result = exceeds one or more cleanup criteria

**MDEQ Groundwater  
Part 201  
Generic Cleanup Criteria and Screening Levels**

Huron Consultants Project No. 13-20886-1

Commercial Property  
18 East Nepessing Street  
Lapeer, Michigan

| Guidesheet Number               | →                                | #1                                          | #2                                              | #3                                                   | #4                                                                               | #5                                                                                  | #6                                   | #7               | #8                                           | #9                               |                 |               |           |
|---------------------------------|----------------------------------|---------------------------------------------|-------------------------------------------------|------------------------------------------------------|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------|------------------|----------------------------------------------|----------------------------------|-----------------|---------------|-----------|
| Parameters*                     | Chemical Abstract Service Number | Residential Drinking Water Criteria & RBSLs | Non-residential Drinking Water Criteria & RBSLs | Groundwater Surface Water Interface Criteria & RBSLs | Residential Groundwater Volatilization to Indoor Air Inhalation Criteria & RBSLs | Nonresidential Groundwater Volatilization to Indoor Air Inhalation Criteria & RBSLs | Groundwater Contact Criteria & RBSLs | Water Solubility | Flammability and Explosivity Screening Level | Acute Inhalation Screening Level | Sample Location | SB-6 @ 9.5'   | SB-7 @ 0' |
|                                 |                                  |                                             |                                                 |                                                      |                                                                                  |                                                                                     |                                      |                  |                                              |                                  | Collection Date | 11/7/2013     | 11/7/2013 |
|                                 |                                  |                                             |                                                 |                                                      |                                                                                  |                                                                                     |                                      |                  |                                              |                                  | Depth           | (9.5' - 9.5') | (0' - 0') |
| 1,1-Dichloroethylene (l)        | 75-35-4                          | 7.0 (A)                                     | 7.0 (A)                                         | 130                                                  | 200                                                                              | 1,300                                                                               | 11,000                               | 2.25E+6          | 97,000                                       | 1.4E+5                           |                 | <1.0          | <100      |
| 1,2-Dichloropropane (l)         | 78-87-5                          | 5.0 (A)                                     | 5.0 (A)                                         | 230 (X)                                              | 16,000                                                                           | 36,000                                                                              | 16,000                               | 2.80E+6          | 5.5E+5                                       | 2.8E+6 (S)                       |                 | <1.0          | <100      |
| cis-1,3-Dichloropropylene       | 10061-01-5                       |                                             |                                                 |                                                      |                                                                                  |                                                                                     |                                      |                  |                                              |                                  |                 | <1.0          | <100      |
| trans-1,3-Dichloropropylene     | 10061-02-6                       |                                             |                                                 |                                                      |                                                                                  |                                                                                     |                                      |                  |                                              |                                  |                 | <1.0          | <100      |
| Ethylbenzene (l)                | 100-41-4                         | 74 (E)                                      | 74 (E)                                          | 18                                                   | 1.1E+5                                                                           | 1.7E+5 (S)                                                                          | 1.7E+5 (S)                           | 1.69E+5          | 43,000                                       | 1.7E+5 (S)                       |                 | <1.0          | <100      |
| Ethylene dibromide              | 106-93-4                         | 0.05 (A)                                    | 0.05 (A)                                        | 5.7 (X)                                              | 2,400                                                                            | 15,000                                                                              | 25                                   | 4.20E+6          | ID                                           | ID                               |                 | <1.0          | <100      |
| 2-Hexanone                      | 591-78-6                         | 1,000                                       | 2,900                                           | ID                                                   | 4.2E+6                                                                           | 8.7E+6                                                                              | 5.2E+6                               | 1.60E+7          | NA                                           | ID                               |                 | <50           | <500      |
| Isopropyl benzene               | 98-82-8                          | 800                                         | 2,300                                           | 28                                                   | 56,000 (S)                                                                       | 56,000 (S)                                                                          | 56,000 (S)                           | 56,000           | 29,000                                       | ID                               |                 | 17            | 160       |
| Methyl iodide                   | 74-88-4                          |                                             |                                                 |                                                      |                                                                                  |                                                                                     |                                      |                  |                                              |                                  |                 | <5.0          | <100      |
| 4-Methyl-2-pentanone (MIBK) (l) | 108-10-1                         | 1,800                                       | 5,200                                           | ID                                                   | 2.0E+7 (S)                                                                       | 2.0E+7 (S)                                                                          | 1.3E+7                               | 2.00E+7          | ID                                           | 2.0E+7 (S)                       |                 | <50           | <500      |
| Methylene chloride              | 75-09-2                          | 5.0 (A)                                     | 5.0 (A)                                         | 1,500 (X)                                            | 2.2E+5                                                                           | 1.4E+6                                                                              | 2.2E+5                               | 1.70E+7          | ID                                           | ID                               |                 | <5.0          | <100      |
| 2-Methylnaphthalene             | 91-57-6                          | 260                                         | 750                                             | 19                                                   | 25,000 (S)                                                                       | 25,000 (S)                                                                          | 25,000 (S)                           | 24,600           | ID                                           | ID                               |                 | <5.0          | <500      |
| Methyl-tert-butyl ether (MTBE)  | 1634-04-4                        | 40 (E)                                      | 40 (E)                                          | 7,100 (X)                                            | 4.7E+7 (S)                                                                       | 4.7E+7 (S)                                                                          | 6.1E+5                               | 4.68E+7          | ID                                           | ID                               |                 | <5.0          | <200      |
| Naphthalene                     | 91-20-3                          | 520                                         | 1,500                                           | 11                                                   | 31,000 (S)                                                                       | 31,000 (S)                                                                          | 31,000 (S)                           | 31,000           | NA                                           | 31,000 (S)                       |                 | <5.0          | <500      |
| n-Propylbenzene (l)             | 103-65-1                         | 80                                          | 230                                             | ID                                                   | ID                                                                               | ID                                                                                  | 15,000                               | NA               | ID                                           | ID                               |                 | 13            | 400       |
| Styrene                         | 100-42-5                         | 100 (A)                                     | 100 (A)                                         | 80 (X)                                               | 1.7E+5                                                                           | 3.1E+5 (S)                                                                          | 9,700                                | 3.10E+5          | 1.4E+5                                       | 3.1E+5 (S)                       |                 | <1.0          | <100      |
| 1,1,1,2-Tetrachloroethane       | 630-20-6                         | 77                                          | 320                                             | ID                                                   | 15,000                                                                           | 96,000                                                                              | 30,000                               | 1.10E+6          | ID                                           | ID                               |                 | <1.0          | <100      |
| 1,1,2,2-Tetrachloroethane       | 79-34-5                          | 8.5                                         | 35                                              | 78 (X)                                               | 12,000                                                                           | 77,000                                                                              | 4,700                                | 2.97E+6          | ID                                           | ID                               |                 | <1.0          | <100      |
| Tetrachloroethylene             | 127-18-4                         | 5.0 (A)                                     | 5.0 (A)                                         | 60 (X)                                               | 25,000                                                                           | 1.7E+5                                                                              | 12,000                               | 2.0E+5           | ID                                           | 2.0E+5 (S)                       |                 | <1.0          | <100      |
| Toluene (l)                     | 108-88-3                         | 790 (E)                                     | 790 (E)                                         | 270                                                  | 5.3E+5 (S)                                                                       | 5.3E+5 (S)                                                                          | 5.3E+5 (S)                           | 5.26E+5          | 61,000                                       | ID                               |                 | <1.0          | <100      |
| 1,2,4-Trichlorobenzene          | 120-82-1                         | 70 (A)                                      | 70 (A)                                          | 99 (X)                                               | 3.0E+5 (S)                                                                       | 3.0E+5 (S)                                                                          | 19,000                               | 3.00E+5          | NA                                           | 3.0E+5 (S)                       |                 | <5.0          | <500      |
| 1,1,1-Trichloroethane           | 71-55-6                          | 200 (A)                                     | 200 (A)                                         | 89                                                   | 6.6E+5                                                                           | 1.3E+6 (S)                                                                          | 1.3E+6 (S)                           | 1.33E+6          | ID                                           | 1.3E+6 (S)                       |                 | <1.0          | <100      |
| 1,1,2-Trichloroethane           | 79-00-5                          | 5.0 (A)                                     | 5.0 (A)                                         | 330 (X)                                              | 17,000                                                                           | 1.1E+5                                                                              | 21,000                               | 4.42E+6          | NA                                           | ID                               |                 | <1.0          | <100      |
| Trichloroethylene               | 79-01-6                          | 5.0 (A)                                     | 5.0 (A)                                         | 200 (X)                                              | 2,200                                                                            | 4,900                                                                               | 22,000                               | 1.10E+6          | ID                                           | 1.1E+6 (S)                       |                 | <1.0          | <100      |
| Trichlorofluoromethane          | 75-69-4                          | 2,600                                       | 7,300                                           | NA                                                   | 1.1E+6 (S)                                                                       | 1.1E+6 (S)                                                                          | 1.1E+6 (S)                           | 1.10E+6          | ID                                           | 1.1E+6 (S)                       |                 | <1.0          | <100      |
| 1,2,3-Trichloropropane          | 96-18-4                          | 42                                          | 120                                             | NA                                                   | 8,300                                                                            | 18,000                                                                              | 84,000                               | 1.90E+6          | NA                                           | ID                               |                 | <1.0          | <100      |
| 1,2,3-Trimethylbenzene          | 526-73-8                         |                                             |                                                 |                                                      |                                                                                  |                                                                                     |                                      |                  |                                              |                                  |                 | <1.0          | 110       |
| 1,2,4-Trimethylbenzene (l)      | 95-63-6                          | 63 (E)                                      | 63 (E)                                          | 17                                                   | 56,000 (S)                                                                       | 56,000 (S)                                                                          | 56,000 (S)                           | 55,890           | 56,000 (S)                                   | ID                               |                 | <1.0          | 4,600     |
| 1,3,5-Trimethylbenzene (l)      | 108-67-8                         | 72 (E)                                      | 72 (E)                                          | 45                                                   | 61,000 (S)                                                                       | 61,000 (S)                                                                          | 61,000 (S)                           | 61,150           | ID                                           | ID                               |                 | <1.0          | <100      |
| Vinyl chloride                  | 75-01-4                          | 2.0 (A)                                     | 2.0 (A)                                         | 13 (X)                                               | 1,100                                                                            | 13,000                                                                              | 1,000                                | 2.76E+6          | 33,000                                       | ID                               |                 | <1.0          | <100      |
| Xylenes (l)                     | 1330-20-7                        | 280 (E)                                     | 280 (E)                                         | 41                                                   | 1.9E+5 (S)                                                                       | 1.9E+5 (S)                                                                          | 1.9E+5 (S)                           | 1.86E+5          | 70,000                                       | 1.9E+5 (S)                       |                 | <3.0          | <200      |

Bold analytical result = exceeds method detection limit

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Bold in yellow analytical result = exceeds one or more cleanup criteria



18 East Nepessing 213 Triage  
Soil Analytical Results

| Sample Number               |           |            | Target<br>Detection Limit<br>(TDL) | Drinking Water<br>Protection<br>Criteria (DWPC) | Groundwater<br>Surface Water<br>Protection<br>Criteria (GS/PC) | Soil<br>Volatilization to<br>Indoor Air<br>Inhalation<br>Criteria (SVLIC) | Direct Contact<br>Criteria (DCC) | 1407296-01 | 1407296-02 | 1407296-03 | 1407296-04 | 1407296-05 | 1407296-06  | 1407296-07 | 1407296-08 | 1407296-09 | 1407296-10 | 1407296-11  | 1407296-12 |
|-----------------------------|-----------|------------|------------------------------------|-------------------------------------------------|----------------------------------------------------------------|---------------------------------------------------------------------------|----------------------------------|------------|------------|------------|------------|------------|-------------|------------|------------|------------|------------|-------------|------------|
| Sample ID                   |           | Trip Blank |                                    |                                                 |                                                                |                                                                           |                                  | DUP-15     | SB-1 (6')S | SB-2 (6')S | SB-3 (6')S | SB-4 (8')S | SB-5 (10')S | SB-6 (8')S | SB-7 (8')S | SB-8 (4')S | SB-9 (5')S | SB-10 (3')S |            |
| Sample Depth                |           |            |                                    |                                                 |                                                                |                                                                           |                                  |            |            |            |            |            |             |            |            |            |            |             |            |
| Date Collected              |           | 5/13/2014  |                                    |                                                 |                                                                |                                                                           |                                  | 7/16/2014  | 7/16/2014  | 7/16/2014  | 7/17/2014  | 7/17/2014  | 7/17/2014   | 7/17/2014  | 7/17/2014  | 7/17/2014  | 7/17/2014  | 7/17/2014   |            |
| Date Received               |           | 7/22/2014  |                                    |                                                 |                                                                |                                                                           |                                  | 7/22/2014  | 7/22/2014  | 7/22/2014  | 7/22/2014  | 7/22/2014  | 7/22/2014   | 7/22/2014  | 7/22/2014  | 7/22/2014  | 7/22/2014  | 7/22/2014   |            |
| Analyte                     |           |            | Organics-Volatiles                 |                                                 |                                                                |                                                                           |                                  |            |            |            |            |            |             |            |            |            |            |             |            |
| Units                       | Method    |            |                                    | ID                                              |                                                                |                                                                           |                                  |            |            |            |            |            |             |            |            |            |            |             |            |
| ug/kg dry                   | 8260      | 100        | 1,500                              |                                                 | 6,200                                                          | 480,000                                                                   | <50                              | <96        | <100       | <300       | <370       | <1600      | <120        | <4500      | <100       | <800       | <73        | <71         |            |
| 1,1,1-Trichloroethane       | ug/kg dry | 8260       | 50                                 | 4,000                                           | 1,800                                                          | 250,000                                                                   | 500,000,000                      | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| 1,1,2,2-Tetrachloroethane   | ug/kg dry | 8260       | 50                                 | 170                                             | 1,600                                                          | 4,300                                                                     | 53,000                           | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| 1,1,2-Trichloroethane       | ug/kg dry | 8260       | 50                                 | 100                                             | 6,600                                                          | 4,600                                                                     | 180,000                          | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| 1,1-Dichloroethane          | ug/kg dry | 8260       | 50                                 | 18,000                                          | 15,000                                                         | 230,000                                                                   | 27,000,000                       | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| 1,1-Dichloroethylene        | ug/kg dry | 8260       | 50                                 | 140                                             | 2,600                                                          | 62                                                                        | 200,000                          | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| 1,2,3-Trichlorobenzene      | ug/kg dry | 8260       | NA                                 | NA                                              | NA                                                             | NA                                                                        | NA                               | <250       | <480       | <520       | <1500      | <1900      | <7900       | <580       | <22000     | <520       | <4000      | <370        | <360       |
| 1,2,3-Trichloropropane      | ug/kg dry | 8260       | 100                                | 840                                             | NA                                                             | 4,000                                                                     | 1,300,000                        | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| 1,2,3-Trimethylbenzene      | ug/kg dry | 8260       | NA                                 | NA                                              | NA                                                             | NA                                                                        | NA                               | <50        | <96        | <100       | <300       | <370       | 4700        | <120       | <4500      | <100       | <800       | <73         | <71        |
| 1,2,4-Trichlorobenzene      | ug/kg dry | 8260       | 250                                | 4,200                                           | 5,900                                                          | 9,600,000                                                                 | 990,000                          | <250       | <480       | <520       | <1500      | <1900      | <7900       | <580       | <22000     | <520       | <4000      | <370        | <360       |
| 1,2,4-Trimethylbenzene      | ug/kg dry | 8260       | 100                                | 2,100                                           | 570                                                            | 4,300,000                                                                 | 32,000,000                       | <50        | <96        | <100       | 71000      | 1000       | 110000      | 52000      | 210000     | 1300       | 5900       | <73         | <71        |
| 1,2-Dibromo-3-chloropropane | ug/kg dry | 8260       | NA                                 | NA                                              | NA                                                             | NA                                                                        | NA                               | <250       | <480       | <520       | <1500      | <1900      | <7900       | <580       | <22000     | <520       | <4000      | <370        | <360       |
| 1,2-Dibromoethane           | ug/kg dry | 8260       | 20                                 | 20                                              | 110                                                            | 670                                                                       | 92                               | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| 1,2-Dichlorobenzene         | ug/kg dry | 8260       | 100                                | 14,000                                          | 280                                                            | 11,000,000                                                                | 19,000,000                       | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| 1,2-Dichloroethane          | ug/kg dry | 8260       | 50                                 | 100                                             | 7,200                                                          | 2,100                                                                     | 91,000                           | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| 1,2-Dichloropropane         | ug/kg dry | 8260       | 50                                 | 100                                             | 4,600                                                          | 4,000                                                                     | 140,000                          | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| 1,3,5-Trimethylbenzene      | ug/kg dry | 8260       | 100                                | 1,800                                           | 1,100                                                          | 2,600,000                                                                 | 32,000,000                       | <50        | <96        | <100       | <300       | <370       | <1600       | 7000       | <4500      | <100       | <800       | <73         | <71        |
| 1,3-Dichlorobenzene         | ug/kg dry | 8260       | 100                                | 170                                             | 680                                                            | 26,000                                                                    | 200,000                          | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| 1,4-Dichlorobenzene         | ug/kg dry | 8260       | 100                                | 1,700                                           | 360                                                            | 19,000                                                                    | 400,000                          | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| 2-Butanone (MEK)            | ug/kg dry | 8260       | 750                                | 260,000                                         | 44,000                                                         | 54,000,000                                                                | 120,000,000                      | <250       | <480       | <520       | <1500      | <1900      | <7900       | <580       | <22000     | <520       | <4000      | <370        | <360       |
| 2-Hexanone                  | ug/kg dry | 8260       | 2,500                              | 20,000                                          | ID                                                             | 990,000                                                                   | 32,000,000                       | <250       | <480       | <520       | <1500      | <1900      | <7900       | <580       | <22000     | <520       | <4000      | <370        | <360       |
| 2-Methylnaphthalene         | ug/kg dry | 8260       | 330                                | 57,000                                          | 4,200                                                          | 2,700,000                                                                 | 8,100,000                        | <250       | <480       | <520       | <1500      | <1900      | <7900       | <580       | <22000     | <520       | <4000      | <370        | <360       |
| 2-Propanone (acetone)       | ug/kg dry | 8260       | 1,000                              | 15,000                                          | 34,000                                                         | 290,000,000                                                               | 23,000,000                       | <1000      | <1900      | <2100      | <5900      | <7500      | <32000      | <2300      | <89000     | <2100      | <16000     | <1500       | <1400      |
| 4-Methyl-2-pentanone (MIBK) | ug/kg dry | 8260       | 2,500                              | 36,000                                          | ID                                                             | 37,000,000                                                                | 56,000,000                       | <250       | <480       | <520       | <1500      | <1900      | <7900       | <580       | <22000     | <520       | <4000      | <370        | <360       |
| Acrylonitrile               | ug/kg dry | 8260       | 100                                | 100                                             | 100                                                            | 6,600                                                                     | 16,000                           | <250       | <480       | <520       | <1500      | <1900      | <7900       | <580       | <22000     | <520       | <4000      | <370        | <360       |
| Benzene                     | ug/kg dry | 8260       | 50                                 | 100                                             | 4,000                                                          | 1,600                                                                     | 180,000                          | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| Bromobenzene                | ug/kg dry | 8260       | 100                                | 550                                             | NA                                                             | 310,000                                                                   | 540,000                          | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| Bromochloromethane          | ug/kg dry | 8260       | NA                                 | NA                                              | NA                                                             | NA                                                                        | NA                               | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| Bromodichloromethane        | ug/kg dry | 8260       | 100                                | 1,600                                           | ID                                                             | 1,200                                                                     | 110,000                          | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| Bromofluorobenzene          | ug/kg dry | 8260       | NA                                 | NA                                              | NA                                                             | NA                                                                        | NA                               | 58         | 96.6       | 145        | 0          | 0          | 0           | 89         | 0          | 116        | 0          | 74.7        | 76.7       |
| Bromoform                   | ug/kg dry | 8260       | 100                                | 1,600                                           | ID                                                             | 150,000                                                                   | 820,000                          | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| Bromomethane                | ug/kg dry | 8260       | 200                                | 200                                             | 700                                                            | 860                                                                       | 320,000                          | <250       | <480       | <520       | <1500      | <1900      | <7900       | <580       | <22000     | <520       | <4000      | <370        | <360       |
| Carbon disulfide            | ug/kg dry | 8260       | 250                                | 16,000                                          | ID                                                             | 76,000                                                                    | 7,200,000                        | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| Carbon tetrachloride        | ug/kg dry | 8260       | 50                                 | 100                                             | 900                                                            | 190                                                                       | 96,000                           | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| Chlorobenzene               | ug/kg dry | 8260       | 50                                 | 2,000                                           | 500                                                            | 120,000                                                                   | 4,300,000                        | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| Chloroethane                | ug/kg dry | 8260       | 250                                | 8,600                                           | 22,000                                                         | 2,900,000                                                                 | 2,600,000                        | <250       | <480       | <520       | <1500      | <1900      | <7900       | <580       | <22000     | <520       | <4000      | <370        | <360       |
| Chloroform                  | ug/kg dry | 8260       | 50                                 | 1,600                                           | 7,000                                                          | 7,200                                                                     | 1,200,000                        | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| Chloromethane               | ug/kg dry | 8260       | 250                                | 5,200                                           | ID                                                             | 2,300                                                                     | 1,600,000                        | <250       | <480       | <520       | <1500      | <1900      | <7900       | <580       | <22000     | <520       | <4000      | <370        | <360       |
| cis-1,2-Dichloroethylene    | ug/kg dry | 8260       | 50                                 | 1,400                                           | 12,000                                                         | 22,000                                                                    | 2,500,000                        | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| cis-1,3-Dichloropropylene   | ug/kg dry | 8260       | NA                                 | NA                                              | NA                                                             | NA                                                                        | NA                               | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| Cyclohexane                 | ug/kg dry | 8260       | NA                                 | NA                                              | NA                                                             | NA                                                                        | NA                               | <250       | <480       | <520       | <1500      | <1900      | <7900       | <580       | <22000     | <520       | <4000      | <370        | <360       |
| Dibromochloromethane        | ug/kg dry | 8260       | 100                                | 1,600                                           | ID                                                             | 3,900                                                                     | 110,000                          | <50        | <96        | <100       | <300       | <370       | <1600       | <120       | <4500      | <100       | <800       | <73         | <71        |
| Dibromomethane              | ug/kg dry | 8260       | 250                                | 1,600                                           |                                                                |                                                                           |                                  |            |            |            |            |            |             |            |            |            |            |             |            |



Michigan Department of Environmental Quality Analytical Testing Report

|                 |                         |                     |                     |                     |
|-----------------|-------------------------|---------------------|---------------------|---------------------|
| Work Order:     | 1407296                 | 1711164             | 1804181             | 1805017             |
| Report Date:    | 8/21/2014               | 1/4/2018 15:03      | 5/21/2018 15:17     | 5/30/2018 12:37     |
| Client:         | MDEQ-RRD-Gaylord        | MDEQ-RRD-LANSING    | MDEQ-RRD-LANSING    | MDEQ-RRD-LANSING    |
| Attention:      | Randy Rothe             | Meredith Maher      | Meredith Maher      | Meredith Maher      |
| Project Name:   | SWET-18 E Nepessing St. | 18 NEPESSING STREET | 18 NEPESSING STREET | 18 NEPESSING STREET |
| Project Number: | 5-005903                | 5-005903            | 5-005903            | 5-005903            |

TABLE 2 - ANALYTICAL RESULTS: Soil, Historical  
Commercial Property 0 18 Nepessing Street, Lapeer, Lapeer County, Michigan  
Facility ID No. 5-005903

| Sample Number          |           |           |        | Target<br>Detection<br>Limit (TDL) | Drinking<br>Water<br>Protection<br>Criteria<br>(DWPC) | Groundwater<br>Surface<br>Water<br>Protection<br>Criteria<br>(GSIPC) | Soil<br>Volatilization<br>to Indoor Air<br>Inhalation<br>Criteria<br>(SVIIC) | Direct<br>Contact<br>Criteria<br>(DCC) | Unrestricted<br>Part 213<br>RBSL | Site Specific<br>Non-Res.<br>VIAC<br>4/24/2018 | 1407296-02 | 1407296-03 | 1407296-06 | 1407296-07 | 1407296-09 | 1407296-10 | 1407296-11 | 1407296-12 | 1711164-01  |
|------------------------|-----------|-----------|--------|------------------------------------|-------------------------------------------------------|----------------------------------------------------------------------|------------------------------------------------------------------------------|----------------------------------------|----------------------------------|------------------------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|
| Sample ID              |           |           |        |                                    |                                                       |                                                                      |                                                                              |                                        |                                  |                                                | DUP-1S     | SB-1       | SB-4       | SB-5       | SB-7       | SB-8       | SB-9       | SB-9       | Tank 3-East |
| Sample Depth           |           |           |        |                                    |                                                       |                                                                      |                                                                              |                                        |                                  |                                                |            | 6'         | 8"         | 10'        | 8'         | 8'         | 5'         | 3'         | 8'          |
| Date Collected         |           |           |        |                                    |                                                       |                                                                      |                                                                              |                                        |                                  |                                                | 7/16/2014  | 7/16/2014  | 7/17/2014  | 7/17/2014  | 7/17/2014  | 7/17/2014  | 7/17/2014  | 7/17/2014  | 11/14/2017  |
| Date Received          |           |           |        |                                    |                                                       |                                                                      |                                                                              |                                        |                                  |                                                | 7/22/2014  | 7/22/2014  | 7/22/2014  | 7/22/2014  | 7/22/2014  | 7/22/2014  | 7/22/2014  | 7/22/2014  | 11/17/2017  |
| Analyte                | CAS No.   | Units     | Method | Organics-Volatiles                 |                                                       |                                                                      |                                                                              |                                        |                                  |                                                |            |            |            |            |            |            |            |            |             |
| Benzene                | 71-43-2   | ug/kg dry | 8260   | 50                                 | 100                                                   | 4,000                                                                | 1,600                                                                        | 180,000                                | 100                              | 31                                             | <96        | <100       | <1600      | <120       | <100       | <800       | <73        | <71        | <310        |
| n-Butylbenzene         | 104-51-8  | ug/kg dry | 8260   | 50                                 | 1,600                                                 | ID                                                                   | ID                                                                           | 2,500,000                              | 1,600                            | 6,500                                          | 100        | 330        | 6,400      | 3,500      | 180        | 20,000     | <73        | <71        | 22,000      |
| s-Butylbenzene         | 135-98-8  | ug/kg dry | 8260   | 50                                 | 1,600                                                 | ID                                                                   | ID                                                                           | 2,500,000                              | 1,600                            | 44,000                                         | 170        | 400        | 10,000     | 5,000      | 800        | 45,000     | <73        | <71        | 31,000      |
| t-Butylbenzene         | 98-06-6   | ug/kg dry | 8260   | 50                                 | 1,600                                                 | ID                                                                   | ID                                                                           | 2,500,000                              | 1,600                            | 7.5                                            | <96        | <100       | <1600      | <120       | 110        | <800       | <73        | <71        | <310        |
| Chlorobenzene          | 108-90-7  | ug/kg dry | 8260   | 50                                 | 2,000                                                 | 500                                                                  | 120,000                                                                      | 4,300,000                              | 500                              |                                                | NA         | NA         | NA         | NA         | NA         | <800       | <73        | <71        | <310        |
| Cyclohexane            | 110-83-8  | ug/kg dry | 8260   | NA                                 | NA                                                    | NA                                                                   | NA                                                                           | NA                                     | NA                               | 3,700                                          | NA         | NA         | NA         | NA         | NA         | <800       | <73        | <71        | <1600       |
| 1,2-Dichlorobenzene    | 95-50-1   | ug/kg dry | 8260   | 100                                | 14,000                                                | 280                                                                  | 11,000,000                                                                   | 19,000,000                             | 280                              | 17,000                                         | NA         | NA         | NA         | NA         | NA         | <800       | <73        | <71        | <310        |
| Ethylbenzene           | 100-41-4  | ug/kg dry | 8260   | 50                                 | 1,500                                                 | 360                                                                  | 87,000                                                                       | 22,000,000                             | 360                              | 230                                            | <96        | <100       | <1600      | <120       | <100       | <800       | <73        | <71        | 1,400       |
| Hexane                 | 110-54-3  | ug/kg dry | 8260   | NA                                 | 180,000                                               | NA                                                                   | 510,000                                                                      | 92,000,000                             | 180,000                          | 290                                            | NA         | NA         | NA         | NA         | NA         | NA         | NA         | NA         | <310        |
| p-Isopropyl toluene    | 99-87-6   | ug/kg dry | 8260   | NA                                 | NA                                                    | NA                                                                   | NA                                                                           | NA                                     | NA                               | NA                                             | <96        | <100       | <1600      | 3,900      | <100       | <800       | <73        | <71        | NA          |
| Isopropylbenzene       | 98-82-8   | ug/kg dry | 8260   | 250                                | 91,000                                                | 3,200                                                                | 400,000                                                                      | 25,000,000                             | 3,200                            | 71                                             | <96        | <100       | 4,200      | 1,700      | 210        | 9,300      | <73        | <71        | 9,000       |
| 2-Methylnaphthalene    | 91-57-6   | ug/kg dry | 8260   | 330                                | 57,000                                                | 4,200                                                                | 2,700,000                                                                    | 8,100,000                              | 4,200                            | 20,000                                         | <480       | <520       | <7900      | <580       | <520       | <4000      | <370       | <360       | <1600       |
| Naphthalene            | 91-20-3   | ug/kg dry | 8260   | 330                                | 35,000                                                | 730                                                                  | 250,000                                                                      | 16,000,000                             | 730                              | 1,300                                          | <480       | <520       | <7900      | 1,300      | <520       | <4000      | <370       | <360       | <1600       |
| n-Propylbenzene        | 103-65-1  | ug/kg dry | 8260   | 100                                | 1,600                                                 | ID                                                                   | ID                                                                           | 2,500,000                              | 1,600                            | 14,000                                         | <96        | <100       | 13,000     | 6,200      | 190        | 32,000     | <73        | <71        | 34,000      |
| Tetrachloroethylene    | 127-18-4  | ug/kg dry | 8260   | 50                                 | 100                                                   | 1,200                                                                | 11,000                                                                       | 200,000                                | 100                              | 49                                             | <96        | <100       | <1600      | <120       | <100       | <800       | <73        | <71        | <310        |
| Toluene                | 108-88-3  | ug/kg dry | 8260   | 100                                | 16,000                                                | 5,400                                                                | 330,000                                                                      | 50,000,000                             | 5,400                            | 43,000                                         | <96        | <100       | <1600      | <120       | <100       | <800       | <73        | <71        | <310        |
| 1,2,3-Trimethylbenzene | 526-73-8  | ug/kg dry | 8260   | NA                                 | NA                                                    | NA                                                                   | NA                                                                           | NA                                     | NA                               | 3,200                                          | <96        | <100       | 4,700      | <120       | <100       | 5,900      | <73        | <71        | 100,000     |
| 1,2,4-Trimethylbenzene | 95-63-6   | ug/kg dry | 8260   | 100                                | 2,100                                                 | 570                                                                  | 4,300,000                                                                    | 32,000,000                             | 570                              | 1,700                                          | <96        | <100       | 110,000    | 52,000     | 1,300      | <800       | <73        | <71        | 300,000     |
| 1,3,5-Trimethylbenzene | 108-67-8  | ug/kg dry | 8260   | 100                                | 1,800                                                 | 1,100                                                                | 2,600,000                                                                    | 32,000,000                             | 1,100                            | 1,200                                          | <96        | <100       | <1600      | 7,000      | <100       | <800       | <73        | <71        | 59,000      |
| 2,2,4-Trimethylpentane | 540-84-1  | ug/kg dry | 8260   | 2,500                              | ID                                                    | NA                                                                   | 110,000                                                                      | ID                                     | 110,000                          | 1,500                                          | NA         | NA         | NA         | NA         | NA         | NA         | NA         | NA         | <1600       |
| Xylenes, Total         | 1330-20-7 | ug/kg dry | 8260   | 150                                | 5,600                                                 | 820                                                                  | 6,300,000                                                                    | 4.10E+08                               | 820                              | 3,300                                          | <286       | <310       | <4800      | <260       | <310       | <2400      | <223       | <211       | 4,500       |
| Analyte                |           | Units     | Method | Organics-Semivolatiles             |                                                       |                                                                      |                                                                              |                                        |                                  |                                                |            |            |            |            |            |            |            |            |             |
| Acenaphthylene         | 208-96-8  | ug/kg dry | 8270   | 330                                | 5,900                                                 | ID                                                                   | 1,600,000                                                                    | 1,600,000                              | 5,900                            | NA                                             | NA         | NA         | NA         | NA         | NA         | NA         | NA         | NA         | <250        |
| Anthracene             | 120-12-7  | ug/kg dry | 8270   | 330                                | 41,000                                                | ID                                                                   | 1,000,000,000                                                                | 230,000,000                            | 41,000                           | NA                                             | NA         | NA         | NA         | NA         | NA         | NA         | NA         | NA         | <250        |
| Benzo[a]anthracene     | 56-55-3   | ug/kg dry | 8270   | 330                                | NLL                                                   | NLL                                                                  | NLV                                                                          | 20,000                                 | 20,000                           | NA                                             | NA         | NA         | NA         | NA         | NA         | NA         | NA         | NA         | <250        |
| Benzo[b]fluoranthene   | 205-99-2  | ug/kg dry | 8270   | 330                                | NLL                                                   | NLL                                                                  | ID                                                                           | 20,000                                 | 20,000                           | NA                                             | NA         | NA         | NA         | NA         | NA         | NA         | NA         | NA         | <510        |
| Chrysene               | 218-01-9  | ug/kg dry | 8270   | 330                                | NLL                                                   | NLL                                                                  | ID                                                                           | 2,000,000                              | 2,000,000                        | NA                                             | NA         | NA         | NA         | NA         | NA         | NA         | NA         | NA         | <250        |
| Fluoranthene           | 206-44-0  | ug/kg dry | 8270   | 330                                | 730,000                                               | 5,500                                                                | 1.00E+09                                                                     | 46,000,000                             | 5,500                            | NA                                             | NA         | NA         | NA         | NA         | NA         | NA         | NA         | NA         | 280         |
| 2-Methylnaphthalene    | 91-57-6   | ug/kg dry | 8270   | 330                                | 57,000                                                | 4,200                                                                | 2.70E+06                                                                     | 8,100,000                              | 4,200                            | NA                                             | NA         | NA         | NA         | NA         | NA         | NA         | NA         | NA         | 690         |
| Naphthalene            | 91-20-3   | ug/kg dry | 8270   | 330                                | 35,000                                                | 730                                                                  | 2.50E+05                                                                     | 16,000,000                             | 730                              | NA                                             | NA         | NA         | NA         | NA         | NA         | NA         | NA         | NA         | <250        |
| Phenanthrene           | 85-01-8   | ug/kg dry | 8270   | 330                                | 56,000                                                | 2,100                                                                | 2.80E+06                                                                     | 1,600,000                              | 2,100                            | NA                                             | NA         | NA         | NA         | NA         | NA         | NA         | NA         | NA         | <250        |
| Pyrene                 | 129-00-0  | ug/kg dry | 8270   | 330                                | 480,000                                               | ID                                                                   | 1.00E+09                                                                     | 29,000,000                             | 480,000                          | NA                                             | NA         | NA         | NA         | NA         | NA         | NA         | NA         | NA         | <250        |

500

450

200

NA

<100

Red shading indicates parameter exceeds unrestricted Part 213 RBSL

Yellow shading indicates parameter exceeds 2017 (non-res) Recommended Indoor Air Screening Level (RIASL)

Clear Shading indicates parameter detected below most restrictive criteria

NA indicates parameter not analyzed - or criteria not available

Green shading indicates parameter not detected at concentration exceeding laboratory method detection levels

Note: MAS soil borings SB-2, SB-3 and SB-6 were excavated during site activities 11/13-15/2017



Michigan Department of Environmental Quality Analytical Testing Report

Work Order:

Report Date:

Client:

Attention:

Project Name:

Project Number:

1407296

8/21/2014

MDEQ-RRD-Gaylord

Randy Rothe

SWET-18 E Nepessing St.

5-005903

1711164

1/4/2018 15:03

MDEQ-RRD-LANSING

Meredith Maher

18 NEPESSING STREET

5-005903

1804181

5/21/2018 15:17

MDEQ-RRD-LANSING

Meredith Maher

18 NEPESSING STREET

5-005903

1805017

5/30/2018 12:37

MDEQ-RRD-LANSING

Meredith Maher

18 NEPESSING STREET

5-005903

TABLE 2 - ANALYTICAL RESULTS: Soil, Historical  
Commercial Property 0 18 Nepessing Street, Lapeer, Lapeer County, Michigan  
Facility ID No. 5-005903

| Sample Number          |           |           |        | Target<br>Detection<br>Limit (TDL) | Drinking<br>Water<br>Protection<br>Criteria<br>(DWPC) | Groundwater<br>Surface<br>Water<br>Protection<br>Criteria<br>(GSIPC) | Soil<br>Volatilization<br>to Indoor Air<br>Inhalation<br>Criteria<br>(SVIIC) | Direct<br>Contact<br>Criteria<br>(DCC) | Unrestricted<br>Part 213<br>RBSL | Site Specific<br>Non-Res.<br>VIAC<br>4/24/2018 | 1711164-02 | 1711164-03  | 1711164-04   | 1711164-05  | 1711164-06   | 1711164-07 | 1711164-08 | 1804181-01 | 1804181-03 |           |
|------------------------|-----------|-----------|--------|------------------------------------|-------------------------------------------------------|----------------------------------------------------------------------|------------------------------------------------------------------------------|----------------------------------------|----------------------------------|------------------------------------------------|------------|-------------|--------------|-------------|--------------|------------|------------|------------|------------|-----------|
| Sample ID              |           |           |        |                                    |                                                       |                                                                      |                                                                              |                                        |                                  |                                                | Tank 2/3   | Tank 1-East | Tank 1-North | Tank 1-West | Tank 1-South | Tank 1-Bot | Dup-1      | MW-2       | MW-3       |           |
| Sample Depth           |           |           |        |                                    |                                                       |                                                                      |                                                                              |                                        |                                  |                                                | 8'         | 8'          | 8'           | 8'          | 8'           | 11'        | T1-B       | 3'-4'      | 2'-3'      |           |
| Date Collected         |           |           |        |                                    |                                                       |                                                                      |                                                                              |                                        |                                  |                                                | 11/14/2017 | 11/14/2017  | 11/14/2017   | 11/14/2017  | 11/14/2017   | 11/14/2017 | 11/14/2017 | 11/14/2017 | 4/24/2018  | 4/24/2018 |
| Date Received          |           |           |        |                                    |                                                       |                                                                      |                                                                              |                                        |                                  |                                                | 11/17/2017 | 11/17/2017  | 11/17/2017   | 11/17/2017  | 11/17/2017   | 11/17/2017 | 11/17/2017 | 11/17/2017 | 4/27/2018  | 4/27/2018 |
| Analyte                | CAS No.   | Units     | Method | Organics-Volatiles                 |                                                       |                                                                      |                                                                              |                                        |                                  |                                                |            |             |              |             |              |            |            |            |            |           |
| Benzene                | 71-43-2   | ug/kg dry | 8260   | 50                                 | 100                                                   | 4,000                                                                | 1,600                                                                        | 180,000                                | 100                              | 31                                             | <310       | 22,000      | <300         | <70         | <68          | 750        | 690        | <68        | <88        |           |
| n-Butylbenzene         | 104-51-8  | ug/kg dry | 8260   | 50                                 | 1,600                                                 | ID                                                                   | ID                                                                           | 2,500,000                              | 1,600                            | 6,500                                          | 22,000     | 9,500       | 2,400        | 380         | <68          | 860        | 860        | <68        | <88        |           |
| s-Butylbenzene         | 135-98-8  | ug/kg dry | 8260   | 50                                 | 1,600                                                 | ID                                                                   | ID                                                                           | 2,500,000                              | 1,600                            | 44,000                                         | 31,000     | 7,200       | 3,300        | 150         | 210          | 1,200      | 1,300      | <68        | <88        |           |
| t-Butylbenzene         | 98-06-6   | ug/kg dry | 8260   | 50                                 | 1,600                                                 | ID                                                                   | ID                                                                           | 2,500,000                              | 1,600                            | 7.5                                            | <310       | <280        | <300         | <70         | <68          | <81        | <87        | <68        | <88        |           |
| Chlorobenzene          | 108-90-7  | ug/kg dry | 8260   | 50                                 | 2,000                                                 | 500                                                                  | 120,000                                                                      | 4,300,000                              | 500                              |                                                | <310       | <280        | <300         | <70         | <68          | <81        | <87        | <68        | <88        |           |
| Cyclohexane            | 110-83-8  | ug/kg dry | 8260   | NA                                 | NA                                                    | NA                                                                   | NA                                                                           | NA                                     | NA                               | 3,700                                          | <1600      | 6,500       | <1500        | <350        | <340         | <410       | <430       | <340       | <440       |           |
| 1,2-Dichlorobenzene    | 95-50-1   | ug/kg dry | 8260   | 100                                | 14,000                                                | 280                                                                  | 11,000,000                                                                   | 19,000,000                             | 280                              | 17,000                                         | <310       | <280        | <300         | <70         | <68          | <81        | <87        | <68        | <88        |           |
| Ethylbenzene           | 100-41-4  | ug/kg dry | 8260   | 50                                 | 1,500                                                 | 360                                                                  | 87,000                                                                       | 22,000,000                             | 360                              | 230                                            | 1,700      | 2,400       | <300         | <70         | <68          | <81        | <87        | <68        | <88        |           |
| Hexane                 | 110-54-3  | ug/kg dry | 8260   | NA                                 | 180,000                                               | NA                                                                   | 510,000                                                                      | 92,000,000                             | 180,000                          | 290                                            | <310       | 3,400       | <300         | <70         | <68          | <81        | <87        | <68        | <88        |           |
| p-Isopropyl toluene    | 99-87-6   | ug/kg dry | 8260   | NA                                 | NA                                                    | NA                                                                   | NA                                                                           | NA                                     | NA                               | NA                                             | NA         | NA          | NA           | NA          | NA           | NA         | NA         | NA         | NA         |           |
| Isopropylbenzene       | 98-82-8   | ug/kg dry | 8260   | 250                                | 91,000                                                | 3,200                                                                | 400,000                                                                      | 25,000,000                             | 3,200                            | 71                                             | 10,000     | 2,700       | <300         | <70         | <68          | 230        | 240        | <68        | <88        |           |
| 2-Methylnaphthalene    | 91-57-6   | ug/kg dry | 8260   | 330                                | 57,000                                                | 4,200                                                                | 2,700,000                                                                    | 8,100,000                              | 4,200                            | 20,000                                         | <1600      | 3,000       | <1500        | <350        | <340         | <410       | <430       | <340       | <440       |           |
| Naphthalene            | 91-20-3   | ug/kg dry | 8260   | 330                                | 35,000                                                | 730                                                                  | 250,000                                                                      | 16,000,000                             | 730                              | 1,300                                          | <1600      | 7,600       | <1500        | <350        | <340         | <410       | <430       | <340       | <440       |           |
| n-Propylbenzene        | 103-65-1  | ug/kg dry | 8260   | 100                                | 1,600                                                 | ID                                                                   | ID                                                                           | 2,500,000                              | 1,600                            | 14,000                                         | 35,000     | 9,100       | 1,100        | <70         | <68          | 380        | 380        | <68        | <88        |           |
| Tetrachloroethylene    | 127-18-4  | ug/kg dry | 8260   | 50                                 | 100                                                   | 1,200                                                                | 11,000                                                                       | 200,000                                | 100                              | 49                                             | <310       | <280        | <300         | 210         | <68          | <81        | <87        | <68        | 130        |           |
| Toluene                | 108-88-3  | ug/kg dry | 8260   | 100                                | 16,000                                                | 5,400                                                                | 330,000                                                                      | 50,000,000                             | 5,400                            | 43,000                                         | <310       | 2,900       | <300         | <70         | <68          | <81        | <87        | <68        | <88        |           |
| 1,2,3-Trimethylbenzene | 526-73-8  | ug/kg dry | 8260   | NA                                 | NA                                                    | NA                                                                   | NA                                                                           | NA                                     | NA                               | 3,200                                          | 71,000     | 6,500       | <300         | <70         | <68          | <81        | <87        | <68        | <88        |           |
| 1,2,4-Trimethylbenzene | 95-63-6   | ug/kg dry | 8260   | 100                                | 2,100                                                 | 570                                                                  | 4,300,000                                                                    | 32,000,000                             | 570                              | 1,700                                          | 330,000    | 30,000      | 680          | 160         | <68          | 110        | 100        | <68        | <88        |           |
| 1,3,5-Trimethylbenzene | 108-67-8  | ug/kg dry | 8260   | 100                                | 1,800                                                 | 1,100                                                                | 2,600,000                                                                    | 32,000,000                             | 1,100                            | 1,200                                          | 87,000     | 7,700       | <300         | <70         | <68          | <81        | <87        | <68        | <88        |           |
| 2,2,4-Trimethylpentane | 540-84-1  | ug/kg dry | 8260   | 2,500                              | ID                                                    | NA                                                                   | 110,000                                                                      | ID                                     | 110,000                          | 1,500                                          | <1600      | 5,800       | <1500        | <350        | <340         | <410       | <430       | <340       | <440       |           |
| Xylenes, Total         | 1330-20-7 | ug/kg dry | 8260   | 150                                | 5,600                                                 | 820                                                                  | 6,300,000                                                                    | 4.10E+08                               | 820                              | 3,300                                          | 7,240      | 12,700      | <900         | <210        | <208         | <241       | <257       | <208       | <268       |           |
| Analyte                |           | Units     | Method | Organics-Semivolatiles             |                                                       |                                                                      |                                                                              |                                        |                                  |                                                |            |             |              |             |              |            |            |            |            |           |
| Acenaphthylene         | 208-96-8  | ug/kg dry | 8270   | 330                                | 5,900                                                 | ID                                                                   | 1,600,000                                                                    | 1,600,000                              | 5,900                            | NA                                             | <260       | <240        | <240         | <240        | <240         | <270       | <280       | <240       | <220       |           |
| Anthracene             | 120-12-7  | ug/kg dry | 8270   | 330                                | 41,000                                                | ID                                                                   | 1,000,000,000                                                                | 230,000,000                            | 41,000                           | NA                                             | <260       | <240        | <240         | <240        | <240         | <270       | <280       | <240       | <220       |           |
| Benzo[a]anthracene     | 56-55-3   | ug/kg dry | 8270   | 330                                | NLL                                                   | NLL                                                                  | NLV                                                                          | 20,000                                 | 20,000                           | NA                                             | <260       | <240        | <240         | <240        | <240         | <270       | <280       | <240       | <220       |           |
| Benzo[b]fluoranthene   | 205-99-2  | ug/kg dry | 8270   | 330                                | NLL                                                   | NLL                                                                  | ID                                                                           | 20,000                                 | 20,000                           | NA                                             | <510       | <480        | <490         | <490        | <480         | <530       | <550       | <470       | <440       |           |
| Chrysene               | 218-01-9  | ug/kg dry | 8270   | 330                                | NLL                                                   | NLL                                                                  | ID                                                                           | 2,000,000                              | 2,000,000                        | NA                                             | <260       | <240        | <240         | <240        | <240         | <270       | <280       | <240       | <220       |           |
| Fluoranthene           | 206-44-0  | ug/kg dry | 8270   | 330                                | 730,000                                               | 5,500                                                                | 1.00E+09                                                                     | 46,000,000                             | 5,500                            | NA                                             | 320        | 260         | <240         | 430         | <240         | <270       | <280       | <240       | <220       |           |
| 2-Methylnaphthalene    | 91-57-6   | ug/kg dry | 8270   | 330                                | 57,000                                                | 4,200                                                                | 2.70E+06                                                                     | 8,100,000                              | 4,200                            | NA                                             | 710        | 1,900       | <610         | <610        | <600         | <670       | <690       | <590       | <550       |           |
| Naphthalene            | 91-20-3   | ug/kg dry | 8270   | 330                                | 35,000                                                | 730                                                                  | 2.50E+05                                                                     | 16,000,000                             | 730                              | NA                                             | 730        | 5,300       | <240         | 510         | <240         | <270       | <280       | <240       | 220        |           |
| Phenanthrene           | 85-01-8   | ug/kg dry | 8270   | 330                                | 56,000                                                | 2,100                                                                | 2.80E+06                                                                     | 1,600,000                              | 2,100                            | NA                                             | 290        | <240        | <240         | <240        | <240         | <270       | <280       | <240       | <220       |           |
| Pyrene                 | 129-00-0  | ug/kg dry | 8270   | 330                                | 480,000                                               | ID                                                                   | 1.00E+09                                                                     | 29,000,000                             | 480,000                          | NA                                             | 250        | <240        | <240         | 330         | <240         | <270       | <280       | <240       | <220       |           |

500

450

200

NA

<100

Red shading indicates parameter exceeds unrestricted Part 213 RBSL

Yellow shading indicates parameter exceeds 2017 (non-res) Recommended Indoor Air Screening Level (RIASL)

Clear Shading indicates parameter detected below most restrictive criteria

NA indicates parameter not analyzed - or criteria not available

Green shading indicates parameter not detected at concentration exceeding laboratory method detection levels

Note: MAS soil borings SB-2, SB-3 and SB-6 were excavated during site activities 11/13-15/2017



Michigan Department of Environmental Quality Analytical Testing Report

|                 |                         |                     |                     |                     |
|-----------------|-------------------------|---------------------|---------------------|---------------------|
| Work Order:     | 1407296                 | 1711164             | 1804181             | 1805017             |
| Report Date:    | 8/21/2014               | 1/4/2018 15:03      | 5/21/2018 15:17     | 5/30/2018 12:37     |
| Client:         | MDEQ-RRD-Gaylord        | MDEQ-RRD-LANSING    | MDEQ-RRD-LANSING    | MDEQ-RRD-LANSING    |
| Attention:      | Randy Rothe             | Meredith Maher      | Meredith Maher      | Meredith Maher      |
| Project Name:   | SWET-18 E Nepessing St. | 18 NEPESSING STREET | 18 NEPESSING STREET | 18 NEPESSING STREET |
| Project Number: | 5-005903                | 5-005903            | 5-005903            | 5-005903            |

TABLE 2 - ANALYTICAL RESULTS: Soil, Historical  
Commercial Property 0 18 Nepessing Street, Lapeer, Lapeer County, Michigan  
Facility ID No. 5-005903

| Sample Number          |           |           |        | Target<br>Detection<br>Limit (TDL) | Drinking<br>Water<br>Protection<br>Criteria<br>(DWPC) | Groundwater<br>Surface<br>Water<br>Protection<br>Criteria<br>(GSIPC) | Soil<br>Volatilization<br>to Indoor Air<br>Inhalation<br>Criteria<br>(SVIIC) | Direct<br>Contact<br>Criteria<br>(DCC) | Unrestricted<br>Part 213<br>RBSL | Site Specific<br>Non-Res.<br>VIAC<br>4/24/2018 | 1804181-04 | 1804181-02 | 1805017-01 |
|------------------------|-----------|-----------|--------|------------------------------------|-------------------------------------------------------|----------------------------------------------------------------------|------------------------------------------------------------------------------|----------------------------------------|----------------------------------|------------------------------------------------|------------|------------|------------|
| Sample ID              |           |           |        |                                    |                                                       |                                                                      |                                                                              |                                        |                                  |                                                | MW-3       | MW-4       | SB-11      |
| Sample Depth           |           |           |        |                                    |                                                       |                                                                      |                                                                              |                                        |                                  |                                                | 6'-7'      | 2'-3'      | 3'-4'      |
| Date Collected         |           |           |        |                                    |                                                       |                                                                      |                                                                              |                                        |                                  |                                                | 4/24/2018  | 4/24/2018  | 4/30/2018  |
| Date Received          |           |           |        |                                    |                                                       |                                                                      |                                                                              |                                        |                                  |                                                | 4/27/2018  | 4/27/2018  | 5/2/2018   |
| Analyte                | CAS No.   | Units     | Method | Organics-Volatiles                 |                                                       |                                                                      |                                                                              |                                        |                                  |                                                |            |            |            |
| Benzene                | 71-43-2   | ug/kg dry | 8260   | 50                                 | 100                                                   | 4,000                                                                | 1,600                                                                        | 180,000                                | 100                              | 31                                             | <350       | <76        | <57        |
| n-Butylbenzene         | 104-51-8  | ug/kg dry | 8260   | 50                                 | 1,600                                                 | ID                                                                   | ID                                                                           | 2,500,000                              | 1,600                            | 6,500                                          | 5,300      | <76        | 110        |
| s-Butylbenzene         | 135-98-8  | ug/kg dry | 8260   | 50                                 | 1,600                                                 | ID                                                                   | ID                                                                           | 2,500,000                              | 1,600                            | 44,000                                         | 5,500      | <76        | <57        |
| t-Butylbenzene         | 98-06-6   | ug/kg dry | 8260   | 50                                 | 1,600                                                 | ID                                                                   | ID                                                                           | 2,500,000                              | 1,600                            | 7.5                                            | <350       | <76        | <57        |
| Chlorobenzene          | 108-90-7  | ug/kg dry | 8260   | 50                                 | 2,000                                                 | 500                                                                  | 120,000                                                                      | 4,300,000                              | 500                              |                                                | <350       | <76        | 61         |
| Cyclohexane            | 110-83-8  | ug/kg dry | 8260   | NA                                 | NA                                                    | NA                                                                   | NA                                                                           | NA                                     | NA                               | 3,700                                          | <1800      | <380       | <290       |
| 1,2-Dichlorobenzene    | 95-50-1   | ug/kg dry | 8260   | 100                                | 14,000                                                | 280                                                                  | 11,000,000                                                                   | 19,000,000                             | 280                              | 17,000                                         | <350       | <76        | 81         |
| Ethylbenzene           | 100-41-4  | ug/kg dry | 8260   | 50                                 | 1,500                                                 | 360                                                                  | 87,000                                                                       | 22,000,000                             | 360                              | 230                                            | <350       | <76        | 86         |
| Hexane                 | 110-54-3  | ug/kg dry | 8260   | NA                                 | 180,000                                               | NA                                                                   | 510,000                                                                      | 92,000,000                             | 180,000                          | 290                                            | <350       | <76        | 77         |
| p-Isopropyl toluene    | 99-87-6   | ug/kg dry | 8260   | NA                                 | NA                                                    | NA                                                                   | NA                                                                           | NA                                     | NA                               | NA                                             | NA         | NA         | NA         |
| Isopropylbenzene       | 98-82-8   | ug/kg dry | 8260   | 250                                | 91,000                                                | 3,200                                                                | 400,000                                                                      | 25,000,000                             | 3,200                            | 71                                             | 1,900      | <76        | <57        |
| 2-Methylnaphthalene    | 91-57-6   | ug/kg dry | 8260   | 330                                | 57,000                                                | 4,200                                                                | 2,700,000                                                                    | 8,100,000                              | 4,200                            | 20,000                                         | <1800      | <380       | 340        |
| Naphthalene            | 91-20-3   | ug/kg dry | 8260   | 330                                | 35,000                                                | 730                                                                  | 250,000                                                                      | 16,000,000                             | 730                              | 1,300                                          | <1800      | <380       | 640        |
| n-Propylbenzene        | 103-65-1  | ug/kg dry | 8260   | 100                                | 1,600                                                 | ID                                                                   | ID                                                                           | 2,500,000                              | 1,600                            | 14,000                                         | 6,900      | <76        | 59         |
| Tetrachloroethylene    | 127-18-4  | ug/kg dry | 8260   | 50                                 | 100                                                   | 1,200                                                                | 11,000                                                                       | 200,000                                | 100                              | 49                                             | <350       | 140        | <57        |
| Toluene                | 108-88-3  | ug/kg dry | 8260   | 100                                | 16,000                                                | 5,400                                                                | 330,000                                                                      | 50,000,000                             | 5,400                            | 43,000                                         | <350       | <76        | 95         |
| 1,2,3-Trimethylbenzene | 526-73-8  | ug/kg dry | 8260   | NA                                 | NA                                                    | NA                                                                   | NA                                                                           | NA                                     | NA                               | 3,200                                          | <350       | <76        | 84         |
| 1,2,4-Trimethylbenzene | 95-63-6   | ug/kg dry | 8260   | 100                                | 2,100                                                 | 570                                                                  | 4,300,000                                                                    | 32,000,000                             | 570                              | 1,700                                          | 29,000     | <76        | 190        |
| 1,3,5-Trimethylbenzene | 108-67-8  | ug/kg dry | 8260   | 100                                | 1,800                                                 | 1,100                                                                | 2,600,000                                                                    | 32,000,000                             | 1,100                            | 1,200                                          | 1,800      | <76        | <57        |
| 2,2,4-Trimethylpentane | 540-84-1  | ug/kg dry | 8260   | 2,500                              | ID                                                    | NA                                                                   | 110,000                                                                      | ID                                     | 110,000                          | 1,500                                          | <1800      | <380       | <290       |
| Xylenes, Total         | 1330-20-7 | ug/kg dry | 8260   | 150                                | 5,600                                                 | 820                                                                  | 6,300,000                                                                    | 4.10E+08                               | 820                              | 3,300                                          | <1050      | <226       | 343        |
| Analyte                |           | Units     | Method | Organics-Semivolatiles             |                                                       |                                                                      |                                                                              |                                        |                                  |                                                |            |            |            |
| Acenaphthylene         | 208-96-8  | ug/kg dry | 8270   | 330                                | 5,900                                                 | ID                                                                   | 1,600,000                                                                    | 1,600,000                              | 5,900                            | NA                                             | <280       | 900        | <1100      |
| Anthracene             | 120-12-7  | ug/kg dry | 8270   | 330                                | 41,000                                                | ID                                                                   | 1,000,000,000                                                                | 230,000,000                            | 41,000                           | NA                                             | <280       | 410        | <1100      |
| Benzo[a]anthracene     | 56-55-3   | ug/kg dry | 8270   | 330                                | NLL                                                   | NLL                                                                  | NLV                                                                          | 20,000                                 | 20,000                           | NA                                             | <280       | 1,900      | 1,900      |
| Benzo[b]fluoranthene   | 205-99-2  | ug/kg dry | 8270   | 330                                | NLL                                                   | NLL                                                                  | ID                                                                           | 20,000                                 | 20,000                           | NA                                             | <560       | 5,300      | <22000     |
| Chrysene               | 218-01-9  | ug/kg dry | 8270   | 330                                | NLL                                                   | NLL                                                                  | ID                                                                           | 2,000,000                              | 2,000,000                        | NA                                             | <280       | 2,400      | 2,500      |
| Fluoranthene           | 206-44-0  | ug/kg dry | 8270   | 330                                | 730,000                                               | 5,500                                                                | 1.00E+09                                                                     | 46,000,000                             | 5,500                            | NA                                             | 440        | 4,500      | 4,000      |
| 2-Methylnaphthalene    | 91-57-6   | ug/kg dry | 8270   | 330                                | 57,000                                                | 4,200                                                                | 2.70E+06                                                                     | 8,100,000                              | 4,200                            | NA                                             | 2,100      | <610       | <2700      |
| Naphthalene            | 91-20-3   | ug/kg dry | 8270   | 330                                | 35,000                                                | 730                                                                  | 2.50E+05                                                                     | 16,000,000                             | 730                              | NA                                             | 800        | 280        | 1,100      |
| Phenanthrene           | 85-01-8   | ug/kg dry | 8270   | 330                                | 56,000                                                | 2,100                                                                | 2.80E+06                                                                     | 1,600,000                              | 2,100                            | NA                                             | 320        | 3,100      | 3,000      |
| Pyrene                 | 129-00-0  | ug/kg dry | 8270   | 330                                | 480,000                                               | ID                                                                   | 1.00E+09                                                                     | 29,000,000                             | 480,000                          | NA                                             | 320        | 4,000      | 4,000      |

500

450

200

NA

<100

Red shading indicates parameter exceeds unrestricted Part 213 RBSL

Yellow shading indicates parameter exceeds 2017 (non-res) Recommended Indoor Air Screening Level (RIASL)

Clear Shading indicates parameter detected below most restrictive criteria

NA indicates parameter not analyzed - or criteria not available

Green shading indicates parameter not detected at concentration exceeding laboratory method detection levels

Note: MAS soil borings SB-2, SB-3 and SB-6 were excavated during site activities 11/13-15/2017



**TABLE 1 - ANALYTICAL RESULTS: Soil, November 2017**  
**Commercial Property - 18 Nepessing Street, Lapeer, Lapeer County, Michigan**  
**Facility ID No. 5-005903**

Michigan Department of Environmental Quality Analytical Testing Report

Work Order: 1711164  
 Report Date: 1/4/2018 15:03  
 Client: MDEQ-RRD-LANSINC  
 Attention: Meredith Maher  
 Project Name: 18 NEPESSING STRE  
 Project Number: 5-005903

| Sample Number          |           |           |        |                        |            |             |                |            |         | 1711164-01  | 1711164-02 | 1711164-03  | 1711164-04   | 1711164-05  | 1711164-06   | 1711164-07 | 1711164-08 |
|------------------------|-----------|-----------|--------|------------------------|------------|-------------|----------------|------------|---------|-------------|------------|-------------|--------------|-------------|--------------|------------|------------|
| Sample ID              |           |           |        | Target                 | Drinking   | Groundwater | Soil           |            |         | Tank 3-East | Tank 2/3   | Tank 1-East | Tank 1-North | Tank 1-West | Tank 1-South | Tank 1-Bot | Dup-1      |
| Sample Depth           |           |           |        | Detection              | Water      | r Surface   | Volatilization |            |         | 8'          | 8'         | 8'          | 8'           | 8'          | 8'           | 11'        | T1-B       |
| Date Collected         |           |           |        | Limit                  | Protection | Water       | n to Indoor    |            |         | 11/14/2017  | 11/14/2017 | 11/14/2017  | 11/14/2017   | 11/14/2017  | 11/14/2017   | 11/14/2017 | 11/14/2017 |
| Date Received          |           |           |        | (TDL)                  | Criteria   | Protection  | to Air         |            |         | 11/17/2017  | 11/17/2017 | 11/17/2017  | 11/17/2017   | 11/17/2017  | 11/17/2017   | 11/17/2017 | 11/17/2017 |
| Analyte                | CAS No.   | Units     | Method | Organics-Volatiles     |            |             |                |            |         |             |            |             |              |             |              |            |            |
| Benzene                | 71-43-2   | ug/kg dry | 8260   | 50                     | 100        | 4,000       | 1,600          | 180,000    |         | <310        | <310       | 22,000      | <300         | <70         | <68          | 750        | 690        |
| n-Butylbenzene         | 104-51-8  | ug/kg dry | 8260   | 50                     | 1,600      | ID          | ID             | 2,500,000  | 22,000  | 22,000      | 9,500      | 2,400       | 380          | <68         |              | 860        | 860        |
| sec-Butylbenzene       | 135-98-8  | ug/kg dry | 8260   | 50                     | 1,600      | ID          | ID             | 2,500,000  | 31,000  | 31,000      | 7,200      | 3,300       | 150          | 210         |              | 1,200      | 1,300      |
| tert-Butylbenzene      | 98-06-6   | ug/kg dry | 8260   | 50                     |            |             |                |            |         |             |            |             |              |             |              |            |            |
| Ethylbenzene           | 100-41-4  | ug/kg dry | 8260   | 50                     | 1,500      | 360         | 87,000         | 22,000,000 | 1,400   | 1,700       | 2,400      | <300        | <70          | <68         | <81          | <87        |            |
| Hexane                 | 110-54-3  | ug/kg dry | 8260   | NA                     | 180,000    | NA          | 510,000        | 92,000,000 | <310    | <310        | 3,400      | <300        | <70          | <68         | <81          | <87        |            |
| Isopropylbenzene       | 98-82-8   | ug/kg dry | 8260   | 250                    | 91,000     | 3,200       | 400,000        | 25,000,000 | 9,000   | 10,000      | 2,700      | <300        | <70          | <68         |              | 230        | 240        |
| p-Isopropyl toluene    | 99-87-6   | ug/kg dry | 8260   |                        |            |             |                |            | NA      | NA          | NA         | NA          | NA           | NA          | NA           | NA         | NA         |
| 2-Methylnaphthalene    | 91-57-6   | ug/kg dry | 8260   | 330                    | 57,000     | 4,200       | 2,700,000      | 8,100,000  | <1600   | <1600       | 3,000      | <1500       | <350         | <340        | <410         | <430       |            |
| Naphthalene            | 91-20-3   | ug/kg dry | 8260   | 330                    | 35,000     | 730         | 250,000        | 16,000,000 | <1600   | <1600       | 7,600      | <1500       | <350         | <340        | <410         | <430       |            |
| n-Propylbenzene        | 103-65-1  | ug/kg dry | 8260   | 100                    | 1,600      | ID          | ID             | 2,500,000  | 34,000  | 35,000      | 9,100      | 1,100       | <70          | <68         |              | 380        | 380        |
| Tetrachloroethylene    | 127-18-4  | ug/kg dry | 8260   | 50                     | 100        | 1,200       | 11,000         | 200,000    | <310    | <310        | <280       | <300        | 210          | <68         | <81          | <87        |            |
| Toluene                | 108-88-3  | ug/kg dry | 8260   | 100                    | 16,000     | 5,400       | 330,000        | 50,000,000 | <310    | <310        | 2,900      | <300        | <70          | <68         | <81          | <87        |            |
| 1,2,3-Trimethylbenzene | 526-73-8  | ug/kg dry | 8260   | NA                     | NA         | NA          | NA             | NA         | 100,000 | 71,000      | 6,500      | <300        | <70          | <68         | <81          | <87        |            |
| 1,2,4-Trimethylbenzene | 95-63-6   | ug/kg dry | 8260   | 100                    | 2,100      | 570         | 4,300,000      | 32,000,000 | 300,000 | 330,000     | 30,000     | 680         | 160          | <68         |              | 110        | 100        |
| 1,3,5-Trimethylbenzene | 108-67-8  | ug/kg dry | 8260   | 100                    | 1,800      | 1,100       | 2,600,000      | 32,000,000 | 59,000  | 87,000      | 7,700      | <300        | <70          | <68         | <81          | <87        |            |
| 2,2,4-Trimethylpentane | 540-84-1  | ug/kg dry | 8260   | 2,500                  | ID         | NA          | 110,000        | ID         | <1600   | <1600       | 5,800      | <1500       | <350         | <340        | <410         | <430       |            |
| Xylenes                | 1330-20-7 | ug/kg dry | 8260   | 150                    | 5,600      | 820         | 6,300,000      | 4.10E+08   | 4,500   | 7,240       | 12,700     | <900        | <210         | <208        | <241         | <257       |            |
| Analyte                |           | Units     | Method | Organics-Semivolatiles |            |             |                |            |         |             |            |             |              |             |              |            |            |
| Fluoranthene           | 206-44-0  | ug/kg dry | 8270   | 330                    | 730,000    | 5,500       | 1.00E+09       | 46,000,000 | 280     | 320         | 260        | <240        | 430          | <240        | <270         | <280       |            |
| 2-Methylnaphthalene    | 91-57-6   | ug/kg dry | 8270   | 330                    | 57,000     | 4,200       | 2.70E+06       | 8,100,000  | 690     | 710         | 1,900      | <610        | <610         | <600        | <670         | <690       |            |
| Naphthalene            | 91-20-3   | ug/kg dry | 8270   | 330                    | 35,000     | 730         | 2.50E+05       | 16,000,000 | <250    | 730         | 5,300      | <240        | 510          | <240        | <270         | <280       |            |
| Phenanthrene           | 85-01-8   | ug/kg dry | 8270   | 330                    | 56,000     | 2,100       | 2.80E+06       | 1,600,000  | <250    | 290         | <240       | <240        | <240         | <240        | <270         | <280       |            |
| Pyrene                 | 129-00-0  | ug/kg dry | 8270   | 330                    | 480,000    | ID          | 1.00E+09       | 29,000,000 | <250    | 250         | <240       | <240        | 330          | <240        | <270         | <280       |            |

Grey indicates contaminant was detected.  
 Yellow indicates contaminant exceeds DWPC.  
 Blue indicates contaminant exceeds GSIPC.  
 Green indicates contaminant exceeds both DWPC and GSIPC.  
 Orange indicates contaminant exceeds one or more criteria; SVIIC and/or DCC.  
 "ID" means insufficient data to develop criterion.  
 "NA" means a criterion or value is not available or, in the case of background, not applicable.  
 "NLL" means hazardous substance is not likely to leach under most soil conditions.  
 "NLV" means hazardous substance is not likely to volatilize under most conditions.  
 Letters in criteria columns refer to Footnotes of the Criteria/RBSLs tables.

TABLE 2 - ANALYTICAL RESULTS: SOILS, HISTORICAL  
COMMERCIAL PROPERTY - 18 NEPESSING ST., LAPEER, LAPEER COUNTY, MICHIGAN  
FACILITY ID No. 5-005903

| Sample ID                  | Sample Depth | Date Collected | Benzene | n-Butylbenzene | s-Butylbenzene | t-Butylbenzene | Ethylbenzene | Hexane   | Isopropylbenzene | 2-Methylnaphthalene | MTBE      | Naphthalene | n-Propylbenzene | Tetrachloroethylene | Toluene  | 1,2,3-TMB | 1,2,4-TMB | 1,3,5-TMB | 2,2,4-Trimethylpentane | Xylenes   | Fluoranthene | 2-Methylnaphthalene | Naphthalene | Phenanthrene | Pyrene   |
|----------------------------|--------------|----------------|---------|----------------|----------------|----------------|--------------|----------|------------------|---------------------|-----------|-------------|-----------------|---------------------|----------|-----------|-----------|-----------|------------------------|-----------|--------------|---------------------|-------------|--------------|----------|
| CAS Number                 |              |                | 71-43-2 | 104-51-8       | 135-98-8       | 98-06-6        | 100-41-4     | 110-54-3 | 98-82-8          | 91-57-6             | 1634-04-4 | 91-20-3     | 103-65-1        | 127-18-4            | 108-88-3 | 526-73-8  | 95-63-6   | 108-67-8  | 540-84-1               | 1330-20-7 | 206-44-0     | 91-57-6             | 91-20-3     | 85-01-8      | 129-00-0 |
| Unrestricted Part 201 GRCC |              |                | 100     | 1,600          | 1,600          | 1,600          | 360          | 180,000  | 3,200            | 4,200               | 800       | 730         | 1,600           | 100                 | 5,400    | 100       | 570       | 1,100     | 110,000                | 820       | 5,500        | 4,200               | 730         | 2,100        | 480,000  |
| DUP-1S                     |              | 7/16/2014      | <96     | 100            | 170            | <96            | <96          |          | <96              | <480                | <96       | <480        | <96             | <96                 | <96      | <96       | <96       | <96       | <96                    | <286      |              |                     |             |              |          |
| SB-1                       | 6'           | 7/16/2014      | <100    | 330            | 400            | <100           | <100         |          | <100             | <520                | <100      | <520        | <100            | <100                | <100     | <100      | <100      | <100      | <100                   | <310      |              |                     |             |              |          |
| SB-2                       | 6'           | 7/16/2014      | <300    | 25,000         | 34,000         | <300           | <300         |          | 4,400            | <1500               | <300      | <1500       | 20,000          | <300                | <300     | <300      | 71,000    | <300      |                        | 810       |              |                     |             |              |          |
| SB-3                       | 6'           | 7/17/2014      | <370    | 4,800          | 9,800          | <370           | <370         |          | 840              | <1900               | <370      | <1900       | 1,800           | <370                | <370     | <370      | 1,000     | <370      |                        | <1120     |              |                     |             |              |          |
| SB-4                       | 8"           | 7/17/2014      | <1600   | 6,400          | 10,000         | <1600          | <1600        |          | 4,200            | <7900               | <1600     | <7900       | 13,000          | <1600               | <1600    | 4,700     | 110,000   | <1600     |                        | <4800     |              |                     |             |              |          |
| SB-5                       | 10'          | 7/17/2014      | <120    | 3,500          | 5,000          | <120           | <120         |          | 1,700            | <580                | <120      | 1,300       | 6,200           | <120                | <120     | <120      | 52,000    | 7,000     |                        | <260      |              |                     |             |              |          |
| SB-6                       | 8'           | 7/17/2014      | <4500   | 13,000         | 25,000         | <4500          | <4500        |          | 9,500            | <22000              | <4500     | <22000      | 32,000          | <4500               | <4500    | <4500     | 210,000   | <4500     |                        | <13400    |              |                     |             |              |          |
| SB-7                       | 8'           | 7/17/2014      | <100    | 180            | 800            | 110            | <100         |          | 210              | <520                | <100      | <520        | 190             | <100                | <100     | <100      | 1,300     | <100      |                        | <310      |              |                     |             |              |          |
| SB-8                       | 8'           | 7/17/2014      | <800    | 20,000         | 45,000         | <800           | <800         |          | 9,300            | <4000               | <800      | <4000       | 32,000          | <800                | <800     | 5,900     | <800      | <800      |                        | <2400     |              |                     |             |              |          |
| SB-9                       | 5'           | 7/17/2014      | <73     | <73            | <73            | <73            | <73          |          | <73              | <370                | <73       | <370        | <73             | <73                 | <73      | <73       | <73       | <73       |                        | <223      |              |                     |             |              |          |
| SB-9                       | 3'           | 7/17/2014      | <71     | <71            | <71            | <71            | <71          |          | <71              | <360                | <71       | <360        | <71             | <71                 | <71      | <71       | <71       | <71       |                        | <211      |              |                     |             |              |          |
| Tank 3-E                   | 8'           | 11/14/2017     | <310    | 22,000         | 31,000         | <310           | 1,400        | <310     | 9,000            | <1600               | <310      | <1600       | 34,000          | <310                | <310     | 100,000   | 300,000   | 59,000    | <1600                  | 4,500     | 280          | 690                 | <250        | <250         | <250     |
| Tank 2/3                   | 8'           | 11/14/2017     | <310    | 22,000         | 31,000         | <310           | 1,700        | <310     | 10,000           | <1600               | <310      | <1600       | 35,000          | <310                | <310     | 71,000    | 330,000   | 87,000    | <1600                  | 7,240     | 320          | 710                 | 730         | 290          | 250      |
| Tank 1-E                   | 8'           | 11/14/2017     | 22,000  | 9,500          | 7,200          | <280           | 2,400        | 3,400    | 2,700            | 3,000               | <280      | 7,600       | 9,100           | <280                | 2,900    | 6,500     | 30,000    | 7,700     | 5,800                  | 12,700    | 260          | 1,900               | 5,300       | <240         | <240     |
| Tank 1-N                   | 8'           | 11/14/2017     | <300    | 2,400          | 3,300          | <300           | <300         | <300     | <300             | <1500               | <300      | <1500       | 1,100           | <300                | <300     | <300      | <300      | <300      | <1500                  | <900      | <240         | <610                | <240        | <240         | <240     |
| Tank 1-W                   | 8'           | 11/14/2017     | <70     | 380            | 150            | <70            | <70          | <70      | <70              | <350                | <70       | <350        | <70             | 210                 | <70      | <70       | 160       | <70       | <350                   | <210      | 430          | <610                | 510         | <240         | 330      |
| Tank 1-S                   | 8'           | 11/14/2017     | <68     | <68            | 210            | <68            | <68          | <68      | <68              | <340                | <68       | <340        | <68             | <68                 | <68      | <68       | <68       | <68       | <340                   | <208      | <240         | <600                | <240        | <240         | <240     |
| Tank 1-B                   | 11'          | 11/14/2017     | 750     | 860            | 1,200          | <81            | <81          | <81      | 230              | <410                | <81       | <410        | 380             | <81                 | <81      | <81       | 110       | <81       | <410                   | <241      | <270         | <670                | <270        | <270         | <270     |
| Dup-1                      | T1-B         | 11/14/2017     | 690     | 860            | 1,300          | <87            | <87          | <87      | 240              | <430                | <87       | <430        | 380             | <87                 | <87      | <87       | 100       | <87       | <430                   | <257      | <280         | <690                | <280        | <280         | <280     |

750 Red shading indicates parameter exceeds the unrestricted Part 201 RBSL  
300 Clear shading indicates parameter was detected below the unrestricted Part 201 RBSL  
<100 Green shading indicates parameter "Not Detected" at concentrations exceeding the laboratory target detection levels  
All reported concentrations as ug/kg



Michigan Department of Environmental Quality Analytical Testing Report  
Work Order: 1804181 1805017  
Report Date: 5/21/2018 15:17 5/30/2018 12:37  
Client: MDEQ-RRD-LANSING MDEQ-RRD-LANSING  
Attention: Meredith Maher Meredith Maher  
Project Name: 18 NEPESSING STREET 18 NEPESSING STREET  
Project Number: 5-005903 5-005903

TABLE 1 - ANALYTICAL RESULTS: Soil, April, 2018  
Commercial Property - 18 Nepessing Street, Lapeer, Lapeer County, Michigan  
Facility ID No. 5-005903

| Sample Number                  |           |        | Target<br>Detection<br>Limit (TDL) | Drinking<br>Water<br>Protection<br>Criteria<br>(DWPC) | GSI<br>Protection<br>Criteria<br>(GSIPC) | Soil<br>Volatilization<br>to Indoor Air<br>Inhalation<br>Criteria<br>(SVIIC) | Direct<br>Contact<br>Criteria<br>(DCC) | 1804181-01 | 1804181-03 | 1804181-04 | 1804181-02 | 1805017-01 |
|--------------------------------|-----------|--------|------------------------------------|-------------------------------------------------------|------------------------------------------|------------------------------------------------------------------------------|----------------------------------------|------------|------------|------------|------------|------------|
| Sample ID                      |           |        |                                    |                                                       |                                          |                                                                              |                                        | MW-2       | MW-3       | MW-3       | MW-4       | SB-11      |
| Sample Depth                   |           |        |                                    |                                                       |                                          |                                                                              |                                        | 3'-4'      | 2'-3'      | 6'-7'      | 2'-3'      | 3'-4'      |
| Date Collected                 |           |        |                                    |                                                       |                                          |                                                                              |                                        | 4/24/2018  | 4/24/2018  | 4/24/2018  | 4/24/2018  | 4/30/2018  |
| Date Received                  |           |        |                                    |                                                       |                                          |                                                                              |                                        | 4/27/2018  | 4/27/2018  | 4/27/2018  | 4/27/2018  | 5/2/2018   |
| Analyte                        | Units     | Method | Organics-Volatiles                 |                                                       |                                          |                                                                              |                                        |            |            |            |            |            |
| Acrylonitrile                  | ug/kg dry | 8260   | 100                                | 100                                                   | 100                                      | 6,600                                                                        | 16,000                                 | <340       | <440       | <1800      | <380       | <290       |
| t-Amyl-methyl ether            | ug/kg dry | 8260   | 250                                | 3,900                                                 | NA                                       | 58,000                                                                       | 29,000,000                             | <340       | <440       | <1800      | <380       | <290       |
| Benzene                        | ug/kg dry | 8260   | 50                                 | 100                                                   | 4,000                                    | 1,600                                                                        | 180,000                                | <68        | <88        | <350       | <76        | <57        |
| Bromochloromethane             | ug/kg dry | 8260   | NA                                 | NA                                                    | NA                                       | NA                                                                           | NA                                     | <68        | <88        | <350       | <76        | <57        |
| Bromodichloromethane           | ug/kg dry | 8260   | 100                                | 1,600                                                 | ID                                       | 1,200                                                                        | 110,000                                | <68        | <88        | <350       | <76        | <57        |
| Bromoform                      | ug/kg dry | 8260   | 100                                | 1,600                                                 | ID                                       | 150,000                                                                      | 820,000                                | <68        | <88        | <350       | <76        | <57        |
| Bromomethane                   | ug/kg dry | 8260   | 200                                | 200                                                   | 700                                      | 860                                                                          | 320,000                                | <270       | <350       | <1400      | <300       | <230       |
| 2-Butanone (MEK)               | ug/kg dry | 8260   | 750                                | 260,000                                               | 44,000                                   | 54,000,000                                                                   | 120,000,000                            | <340       | <440       | <1800      | <380       | <290       |
| t-Butyl Alcohol                | ug/kg dry | 8260   | 2,500                              | 78,000                                                | NA                                       | 310,000,000                                                                  | 120,000,000                            | <3400      | <4400      | <18000     | <3800      | <2900      |
| n-Butylbenzene                 | ug/kg dry | 8260   | 50                                 | 1,600                                                 | ID                                       | ID                                                                           | 2,500,000                              | <68        | <88        | 5,300      | <76        | 110        |
| s-Butylbenzene                 | ug/kg dry | 8260   | 50                                 | 1,600                                                 | ID                                       | ID                                                                           | 2,500,000                              | <68        | <88        | 5,500      | <76        | <57        |
| t-Butylbenzene                 | ug/kg dry | 8260   | 50                                 | 1,600                                                 | ID                                       | ID                                                                           | 2,500,000                              | <68        | <88        | <350       | <76        | <57        |
| Carbon disulfide               | ug/kg dry | 8260   | 250                                | 16,000                                                | ID                                       | 76,000                                                                       | 7,200,000                              | <68        | <88        | <350       | <76        | <57        |
| Carbon tetrachloride           | ug/kg dry | 8260   | 50                                 | 100                                                   | 900                                      | 190                                                                          | 96,000                                 | <68        | <88        | <350       | <76        | <57        |
| Chlorobenzene                  | ug/kg dry | 8260   | 50                                 | 2,000                                                 | 500                                      | 120,000                                                                      | 4,300,000                              | <68        | <88        | <350       | <76        | 61         |
| Chloroethane                   | ug/kg dry | 8260   | 250                                | 8,600                                                 | 22,000                                   | 2,900,000                                                                    | 2,600,000                              | <340       | <440       | <1800      | <380       | <290       |
| Chloroform                     | ug/kg dry | 8260   | 50                                 | 1,600                                                 | 7,000                                    | 7,200                                                                        | 1,200,000                              | <68        | <88        | <350       | <76        | <57        |
| Chloromethane                  | ug/kg dry | 8260   | 250                                | 5,200                                                 | ID                                       | 2,300                                                                        | 1,600,000                              | <340       | <440       | <1800      | <380       | <290       |
| Cyclohexane                    | ug/kg dry | 8260   | NA                                 | NA                                                    | NA                                       | NA                                                                           | NA                                     | <340       | <440       | <1800      | <380       | <290       |
| Dibromochloromethane           | ug/kg dry | 8260   | 100                                | 1,600                                                 | ID                                       | 3,900                                                                        | 110,000                                | <68        | <88        | <350       | <76        | <57        |
| 1,2-Dibromoethane              | ug/kg dry | 8260   | 20                                 | 20                                                    | 110                                      | 670                                                                          | 92                                     | <68        | <88        | <350       | <76        | <57        |
| Dibromomethane                 | ug/kg dry | 8260   | 250                                | 1,600                                                 | NA                                       | ID                                                                           | 2,500,000                              | <68        | <88        | <350       | <76        | <57        |
| 1,2-Dichlorobenzene            | ug/kg dry | 8260   | 100                                | 14,000                                                | 280                                      | 11,000,000                                                                   | 19,000,000                             | <68        | <88        | <350       | <76        | 81         |
| 1,3-Dichlorobenzene            | ug/kg dry | 8260   | 100                                | 170                                                   | 680                                      | 26,000                                                                       | 200,000                                | <68        | <88        | <350       | <76        | <57        |
| 1,4-Dichlorobenzene            | ug/kg dry | 8260   | 100                                | 1,700                                                 | 360                                      | 19,000                                                                       | 400,000                                | <68        | <88        | <350       | <76        | <57        |
| Dichlorodifluoromethane        | ug/kg dry | 8260   | 250                                | 95,000                                                | ID                                       | 900,000                                                                      | 52,000,000                             | <340       | <440       | <1800      | <380       | <290       |
| 1,1-Dichloroethane             | ug/kg dry | 8260   | 50                                 | 18,000                                                | 15,000                                   | 230,000                                                                      | 27,000,000                             | <68        | <88        | <350       | <76        | <57        |
| 1,2-Dichloroethane             | ug/kg dry | 8260   | 50                                 | 100                                                   | 7,200                                    | 2,100                                                                        | 91,000                                 | <68        | <88        | <350       | <76        | <57        |
| 1,1-Dichloroethylene           | ug/kg dry | 8260   | 50                                 | 140                                                   | 2,600                                    | 62                                                                           | 200,000                                | <68        | <88        | <350       | <76        | <57        |
| c-1,2-Dichloroethylene         | ug/kg dry | 8260   | 50                                 | 1,400                                                 | 12,000                                   | 22,000                                                                       | 2,500,000                              | <68        | <88        | <350       | <76        | <57        |
| t-1,2-Dichloroethylene         | ug/kg dry | 8260   | 50                                 | 2,000                                                 | 30,000                                   | 23,000                                                                       | 3,800,000                              | <68        | <88        | <350       | <76        | <57        |
| 1,2-Dichloropropane            | ug/kg dry | 8260   | 50                                 | 100                                                   | 4,600                                    | 4,000                                                                        | 140,000                                | <68        | <88        | <350       | <76        | <57        |
| c-1,3-Dichloropropylene        | ug/kg dry | 8260   | NA                                 | NA                                                    | NA                                       | NA                                                                           | NA                                     | <68        | <88        | <350       | <76        | <57        |
| t-1,3-Dichloropropylene        | ug/kg dry | 8260   | NA                                 | NA                                                    | NA                                       | NA                                                                           | NA                                     | <68        | <88        | <350       | <76        | <57        |
| Diethyl ether                  | ug/kg dry | 8260   | 200                                | 200                                                   | ID                                       | 28,000,000                                                                   | 110,000,000                            | <270       | <350       | <1400      | <300       | <230       |
| Diisopropyl Ether              | ug/kg dry | 8260   | 250                                | 600                                                   | ID                                       | 670,000                                                                      | 920,000                                | <340       | <440       | <1800      | <380       | <290       |
| Ethylbenzene                   | ug/kg dry | 8260   | 50                                 | 1,500                                                 | 360                                      | 87,000                                                                       | 22,000,000                             | <68        | <88        | <350       | <76        | 86         |
| Ethyl-tert-butyl ether (ETBE)  | ug/kg dry | 8260   | 250                                | 980                                                   | ID                                       | 540,000                                                                      | ID                                     | <340       | <440       | <1800      | <380       | <290       |
| Hexachloroethane               | ug/kg dry | 8260   | 300                                | 430                                                   | 1,800                                    | 40,000                                                                       | 230,000                                | <340       | <440       | <1800      | <380       | <290       |
| Hexane                         | ug/kg dry | 8260   | NA                                 | 180,000                                               | NA                                       | 510,000                                                                      | 92,000,000                             | <68        | <88        | <350       | <76        | 77         |
| Isopropylbenzene               | ug/kg dry | 8260   | 250                                | 91,000                                                | 3,200                                    | 400,000                                                                      | 25,000,000                             | <68        | <88        | 1,900      | <76        | <57        |
| 4-Methyl-2-pentanone (MIBK)    | ug/kg dry | 8260   | 2,500                              | 36,000                                                | ID                                       | 37,000,000                                                                   | 56,000,000                             | <340       | <440       | <1800      | <380       | <290       |
| Methylene chloride             | ug/kg dry | 8260   | 100                                | 100                                                   | 30,000                                   | 45,000                                                                       | 1,300,000                              | <140       | <180       | <700       | <150       | <110       |
| 2-Methylnaphthalene            | ug/kg dry | 8260   | 330                                | 57,000                                                | 4,200                                    | 2,700,000                                                                    | 8,100,000                              | <340       | <440       | <1800      | <380       | 340        |
| Methyl-tert-butyl ether (MTBE) | ug/kg dry | 8260   | 250                                | 800                                                   | 140,000                                  | 9,900,000                                                                    | 1,500,000                              | <68        | <88        | <350       | <76        | <57        |
| Naphthalene                    | ug/kg dry | 8260   | 330                                | 35,000                                                | 730                                      | 250,000                                                                      | 16,000,000                             | <340       | <440       | <1800      | <380       | 640        |
| 2-Propanone (acetone)          | ug/kg dry | 8260   | 1,000                              | 15,000                                                | 34,000                                   | 290,000,000                                                                  | 23,000,000                             | <1400      | <1800      | <7000      | <1500      | <1100      |
| n-Propylbenzene                | ug/kg dry | 8260   | 100                                | 1,600                                                 | ID                                       | ID                                                                           | 2,500,000                              | <68        | <88        | 6,900      | <76        | 59         |
| Styrene                        | ug/kg dry | 8260   | 50                                 | 2,700                                                 | 2,100                                    | 250,000                                                                      | 400,000                                | <68        | <88        | <350       | <76        | <57        |
| 1,1,1,2-Tetrachloroethane      | ug/kg dry | 8260   | 100                                | 1,500                                                 | ID                                       | 6,200                                                                        | 480,000                                | <68        | <88        | <350       | <76        | <57        |
| 1,1,2,2-Tetrachloroethane      | ug/kg dry | 8260   | 50                                 | 170                                                   | 1,600                                    | 4,300                                                                        | 53,000                                 | <68        | <88        | <350       | <76        | <57        |
| Tetrachloroethylene            | ug/kg dry | 8260   | 50                                 | 100                                                   | 1,200                                    | 11,000                                                                       | 200,000                                | <68        | 130        | <350       | 140        | <57        |
| Tetrahydrofuran                | ug/kg dry | 8260   | 1,000                              | 1,900                                                 | 220,000                                  | 1,300,000                                                                    | 2,900,000                              | <340       | <440       | <1800      | <380       | <290       |
| Toluene                        | ug/kg dry | 8260   | 100                                | 16,000                                                | 5,400                                    | 330,000                                                                      | 50,000,000                             | <68        | <88        | <350       | <76        | 95         |
| 1,2,3-Trichlorobenzene         | ug/kg dry | 8260   | NA                                 | NA                                                    | NA                                       | NA                                                                           | NA                                     | <340       | <440       | <1800      | <380       | <290       |
| 1,2,4-Trichlorobenzene         | ug/kg dry | 8260   | 250                                | 4,200                                                 | 5,900                                    | 9,600,000                                                                    | 990,000                                | <340       | <440       | <1800      | <380       | <290       |
| 1,1,1-Trichloroethane          | ug/kg dry | 8260   | 50                                 | 4,000                                                 | 1,800                                    | 250,000                                                                      | 500,000,000                            | <68        | <88        | <350       | <76        | <57        |
| 1,1,2-Trichloroethane          | ug/kg dry | 8260   | 50                                 | 100                                                   | 6,600                                    | 4,600                                                                        | 180,000                                | <68        | <88        | <350       | <76        | <57        |
| Trichloroethylene              | ug/kg dry | 8260   | 50                                 | 100                                                   | 4,000                                    | 1,000                                                                        | 110,000                                | <68        | <88        | <350       | <76        | <57        |
| Trichlorofluoromethane         | ug/kg dry | 8260   | 100                                | 52,000                                                | NA                                       | 2,800,000                                                                    | 79,000,000                             | <68        | <88        | <350       | <76        | <57        |
| 1,2,3-Trichloropropane         | ug/kg dry | 8260   | 100                                | 840                                                   | NA                                       | 4,000                                                                        | 1,300,000                              | <68        | <88        | <350       | <76        | <57        |
| 1,2,3-Trimethylbenzene         | ug/kg dry | 8260   | NA                                 | NA                                                    | NA                                       | NA                                                                           | NA                                     | <68        | <88        | <350       | <76        | 84         |
| 1,2,4-Trimethylbenzene         | ug/kg dry | 8260   | 100                                | 2,100                                                 | 570                                      | 4,300,000                                                                    | 32,000,000                             | <68        | <88        | 29,000     | <76        | 190        |
| 1,3,5-Trimethylbenzene         | ug/kg dry | 8260   | 100                                | 1,800                                                 | 1,100                                    | 2,600,000                                                                    | 32,000,000                             | <68        | <88        | 1,800      | <76        | <57        |
| 2,2,4-Trimethylpentane         | ug/kg dry | 8260   | 2,500                              | ID                                                    | NA                                       | 110,000                                                                      | ID                                     | <340       | <440       | <1800      | <380       | <290       |
| Vinyl chloride                 | ug/kg dry | 8260   | 40                                 | 40                                                    | 260                                      | 270                                                                          | 3,800                                  | <68        | <88        | <350       | <76        | <57        |
| m & p - Xylene                 | ug/kg dry | 8260   | NA                                 | NA                                                    | NA                                       | NA                                                                           | NA                                     | <140       | <180       | <700       | <150       | 250        |
| o-Xylene                       | ug/kg dry | 8260   | NA                                 | NA                                                    | NA                                       | NA                                                                           | NA                                     | <68        | <88        | <350       | <76        | 93         |
| Xylenes, Total                 | ug/kg dry | 8260   | NA                                 | NA                                                    | NA                                       | NA                                                                           | NA                                     | <208       | <268       | <1050      | <226       | 343        |
| SEMI-VOLATILES - PNAs          |           |        |                                    |                                                       |                                          |                                                                              |                                        |            |            |            |            |            |
| Acenaphthene                   | ug/kg dry | 8270   | 330                                | 300,000                                               | 8,700                                    | 190,000,000                                                                  | 41,000,000                             | <240       | <220       | <280       | <250       | <1100      |
| Acenaphthylene                 | ug/kg dry | 8270   | 330                                | 5,900                                                 | ID                                       | 1,600,000                                                                    | 1,600,000                              | <240       | <220       | <280       | 900        | <1100      |
| Anthracene                     | ug/kg dry | 8270   | 330                                | 41,000                                                | ID                                       | 1,000,000,000                                                                | 230,000,000                            | <240       | <220       | <280       | 410        | <1100      |
| Benz[a]anthracene              | ug/kg dry | 8270   | 330                                | NLL                                                   | NLL                                      | NLV                                                                          | 20,000                                 | <240       | <220       | <280       | 1,900      | 1,900      |
| Benzo[a]pyrene                 | ug/kg dry | 8270   | 330                                | NLL                                                   | NLL                                      | NLV                                                                          | 2,000                                  | <470       | <440       | <560       | <4900      | <22000     |
| Benzo[b]fluoranthene           | ug/kg dry | 8270   | 330                                | NLL                                                   | NLL                                      | ID                                                                           | 20,000                                 | <470       | <440       | <560       | 5,300      | <22000     |
| Benzo[g,h,i]perylene           | ug/kg dry | 8270   | 330                                | NLL                                                   | NLL                                      | NLV                                                                          | 2,500,000                              | <470       | <440       | <560       | <4900      | <22000     |
| Benzo[k]fluoranthene           | ug/kg dry | 8270   | 330                                | NLL                                                   | NLL                                      | NLV                                                                          | 200,000                                | <470       | <440       | <560       | <4900      | <22000     |
| Chrysene                       | ug/kg dry | 8270   | 330                                | NLL                                                   | NLL                                      | ID                                                                           | 2,000,000                              | <240       | <220       | <280       | 2,400      | 2,500      |
| Dibenz[a,h]anthracene          | ug/kg dry | 8270   | 330                                | NLL                                                   | NLL                                      | NLV                                                                          | 2,000                                  | <470       | <440       | <560       | <4900      | <22000     |
| Fluoranthene                   | ug/kg dry | 8270   | 330                                | 730,000                                               | 5,500                                    | 1,000,000,000                                                                | 46,000,000                             | <240       | <220       | 440        | 4,500      | 4,000      |
| Fluorene                       | ug/kg dry | 8270   | 330                                | 390,000                                               | 5,300                                    | 580,000,000                                                                  | 27,000,000                             | <240       | <220       | <280       | <250       | <1100      |
| Indeno(1,2,3-c,d)pyrene        | ug/kg dry | 8270   | 330                                | NLL                                                   | NLL                                      | NLV                                                                          | 20,000                                 | <470       | <440       | <560       | <4900      | <22000     |
| 2-Methylnaphthalene            | ug/kg dry | 8270   | 330                                | 57,000                                                | 4,200                                    | 2,700,000                                                                    | 8,100,000                              | <590       | <550       | 2,100      | <610       | <2700      |
| Naphthalene                    | ug/kg dry | 8270   | 330                                | 35,000                                                | 730                                      | 250,000                                                                      | 16,000,000                             | <240       | 220        | 800        | 280        | 1,100      |
| Phenanthrene                   | ug/kg dry | 8270   | 330                                | 56,000                                                | 2,100                                    | 2,800,000                                                                    | 1,600,000                              | <240       | <220       | 320        | 3,100      | 3,000      |
| Pyrene                         | ug/kg dry | 8270   | 330                                | 480,000                                               | ID                                       | 1,000,000,000                                                                | 29,000,000                             | <240       | <220       | 320        | 4,000      | 4,000      |

Grey indicates contaminant was detected.  
Yellow indicates contaminant exceeds DWPC.  
Blue indicates contaminant exceeds GSIPC.  
Green indicates contaminant exceeds both DWPC and GSIPC.  
Orange indicates contaminant exceeds one or more criteria; SVIIC and/or DCC.  
"ID" means insufficient data to develop criterion.  
"NA" means a criterion or value is not available or, in the case of background, not applicable.  
"NLL" means hazardous substance is not likely to leach under most soil conditions.  
"NLV" means hazardous substance is not likely to volatilize under most conditions.  
Letters in criteria columns refer to Footnotes of the Criteria/RBSLs tables.



Michigan Department of Environmental Quality Analytical Testing Report  
Work Order: 1805065  
Report Date: 6/4/2018 14:18  
Client: MDEQ-RRD-LANSING  
Attention: Meredith Maher  
Project Name: 18 NEPESSING STREET  
Project Number: 5-005903

TABLE 3 - ANALYTICAL RESULTS: Groundwater, May 2018  
Commercial Property - 18 Nepessing Street, Lapeer, Lapeer County, Michigan  
Facility ID No. 5-005903

| Sample Number               |          |       |        | Target<br>Detection Limit<br>(TDL) | Drinking Water<br>Criteria (DWC) | Groundwater<br>Surface Water<br>Interface<br>Criteria (GSIC) | Groundwater<br>Volatilization<br>to Indoor Air<br>Inhalation<br>(GVIC) | Rule 57 Final<br>Acute Value<br>(FAV) | Non-Res<br>Site Specific<br>GVAC | 1805065-01 | 1805065-02 | 1805065-03 | 1805065-04 | 1805065-05 | 1805065-06 |
|-----------------------------|----------|-------|--------|------------------------------------|----------------------------------|--------------------------------------------------------------|------------------------------------------------------------------------|---------------------------------------|----------------------------------|------------|------------|------------|------------|------------|------------|
| Sample ID                   |          |       |        |                                    |                                  |                                                              |                                                                        |                                       |                                  | MW-1D      | MW-1S      | MW-2       | MW-4       | MW-3       | DUP-1      |
| Sample Depth                |          |       |        |                                    |                                  |                                                              |                                                                        |                                       |                                  |            |            |            |            |            | MW-3       |
| Date Collected              |          |       |        |                                    |                                  |                                                              |                                                                        |                                       |                                  | 5/4/2018   | 5/4/2018   | 5/4/2018   | 5/4/2018   | 5/4/2018   | 5/4/2018   |
| Date Received               |          |       |        |                                    |                                  |                                                              |                                                                        |                                       |                                  | 5/8/2018   | 5/8/2018   | 5/8/2018   | 5/8/2018   | 5/8/2018   | 5/8/2018   |
| Analyte                     | CAS No.  | Units | Method | Organics-Volatiles                 |                                  |                                                              |                                                                        |                                       |                                  |            |            |            |            |            |            |
| Acrylonitrile               |          | ug/L  | 8260   | 2                                  | 3                                | 2                                                            | 34,000                                                                 | 1,200                                 | NA                               | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       |
| t-Amyl-methyl ether         |          | ug/L  | 8260   | 5                                  | 190                              | NA                                                           | 260,000                                                                | NA                                    | NA                               | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       |
| Benzene                     | 71-43-2  | ug/L  | 8260   | 1                                  | 5                                | 200                                                          | 5,600                                                                  | 1,900                                 | 6.3                              | 140        | <1.0       | <1.0       | <1.0       | 32         | 32         |
| Bromochloromethane          |          | ug/L  | 8260   | NA                                 | NA                               | NA                                                           | NA                                                                     | NA                                    | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| Bromodichloromethane        |          | ug/L  | 8260   | 1                                  | 80                               | ID                                                           | 4,800                                                                  | ID                                    | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| Bromoform                   |          | ug/L  | 8260   | 1                                  | 80                               | ID                                                           | 470,000                                                                | ID                                    | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| Bromomethane                |          | ug/L  | 8260   | 5                                  | 10                               | 35                                                           | 4,000                                                                  | 640                                   | NA                               | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       |
| 2-Butanone (MEK)            |          | ug/L  | 8260   | 25                                 | 13,000                           | 2,200                                                        | 240,000,000                                                            | 40,000                                | NA                               | 8.8        | <5.0       | <5.0       | <5.0       | <100       | <100       |
| t-Butyl Alcohol             |          | ug/L  | 8260   | 50                                 | 3,900                            | NA                                                           | 1.00E+09                                                               | NA                                    | NA                               | <50        | <50        | <50        | <50        | <1000      | <1000      |
| n-Butylbenzene              | 104-51-8 | ug/L  | 8260   | 1                                  | 80                               | ID                                                           | ID                                                                     | ID                                    | 260                              | 17         | <1.0       | <1.0       | <1.0       | 34         | 35         |
| s-Butylbenzene              | 135-98-8 | ug/L  | 8260   | 1                                  | 80                               | ID                                                           | ID                                                                     | ID                                    | 400                              | 35         | <1.0       | <1.0       | <1.0       | 78         | 82         |
| t-Butylbenzene              | 98-06-6  | ug/L  | 8260   | 1                                  | 80                               | ID                                                           | ID                                                                     | ID                                    | 1.0                              | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| Carbon disulfide            |          | ug/L  | 8260   | 5                                  | 800                              | ID                                                           | 250,000                                                                | ID                                    | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| Carbon tetrachloride        |          | ug/L  | 8260   | 1                                  | 5                                | 45                                                           | 370                                                                    | 1,400                                 | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| Chlorobenzene               | 108-90-7 | ug/L  | 8260   | 1                                  | 100                              | 25                                                           | 210,000                                                                | 450                                   | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| Chloroethane                |          | ug/L  | 8260   | 5                                  | 430                              | 1,100                                                        | 5,700,000                                                              | 20,000                                | NA                               | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       |
| Chloroform                  |          | ug/L  | 8260   | 1                                  | 80                               | 350                                                          | 28,000                                                                 | 11,000                                | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| Chloromethane               |          | ug/L  | 8260   | 5                                  | 260                              | ID                                                           | 8,600                                                                  | ID                                    | NA                               | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       |
| Cyclohexane                 | 110-83-8 | ug/L  | 8260   | NA                                 | NA                               | NA                                                           | NA                                                                     | NA                                    | 5,400                            | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       |
| Dibromochloromethane        |          | ug/L  | 8260   | 5                                  | 80                               | ID                                                           | 14,000                                                                 | ID                                    | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| 1,2-Dibromoethane           |          | ug/L  | 8260   | 0                                  | 0                                | 6                                                            | 2,400                                                                  | 280                                   | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| Dibromomethane              |          | ug/L  | 8260   | 5                                  | 80                               | NA                                                           | ID                                                                     | NA                                    | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| 1,2-Dichlorobenzene         | 95-50-1  | ug/L  | 8260   | 1                                  | 600                              | 13                                                           | 160,000                                                                | 240                                   | 810                              | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| 1,3-Dichlorobenzene         |          | ug/L  | 8260   | 1                                  | 7                                | 28                                                           | 18,000                                                                 | 200                                   | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| 1,4-Dichlorobenzene         |          | ug/L  | 8260   | 1                                  | 75                               | 17                                                           | 16,000                                                                 | 210                                   | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| Dichlorodifluoromethane     |          | ug/L  | 8260   | 5                                  | 1,700                            | ID                                                           | 220,000                                                                | ID                                    | NA                               | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       |
| 1,1-Dichloroethane          |          | ug/L  | 8260   | 1                                  | 880                              | 740                                                          | 1,000,000                                                              | 13,000                                | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| 1,2-Dichloroethane          |          | ug/L  | 8260   | 1                                  | 5                                | 360                                                          | 9,600                                                                  | 16,000                                | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| 1,1-Dichloroethylene        |          | ug/L  | 8260   | 1                                  | 7                                | 130                                                          | 200                                                                    | 2,300                                 | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| c-1,2-Dichloroethylene      |          | ug/L  | 8260   | 1                                  | 70                               | 620                                                          | 93,000                                                                 | 11,000                                | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| t-1,2-Dichloroethylene      |          | ug/L  | 8260   | 1                                  | 100                              | 1,500                                                        | 85,000                                                                 | 28,000                                | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| 1,2-Dichloropropane         |          | ug/L  | 8260   | 1                                  | 5                                | 230                                                          | 16,000                                                                 | 4,000                                 | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| c-1,3-Dichloropropylene     |          | ug/L  | 8260   | NA                                 | NA                               | NA                                                           | NA                                                                     | NA                                    | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| t-1,3-Dichloropropylene     |          | ug/L  | 8260   | NA                                 | NA                               | NA                                                           | NA                                                                     | NA                                    | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| Diethyl ether               |          | ug/L  | 8260   | 10                                 | 10                               | ID                                                           | 61,000,000                                                             | ID                                    | NA                               | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       |
| Diisopropyl Ether           |          | ug/L  | 8260   | 5                                  | 30                               | ID                                                           | 8,000                                                                  | ID                                    | NA                               | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       |
| Ethylbenzene                | 100-41-4 | ug/L  | 8260   | 1                                  | 74                               | 18                                                           | 110,000                                                                | 320                                   | 21                               | 3.6        | <1.0       | <1.0       | <1.0       | <20        | <20        |
| Ethyl-tert-butyl ether      |          | ug/L  | 8260   | 5                                  | 49                               | ID                                                           | 2,900,000                                                              | ID                                    | NA                               | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       |
| Hexachloroethane            |          | ug/L  | 8260   | 5                                  | 7                                | 7                                                            | 27,000                                                                 | 210                                   | NA                               | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       |
| Hexane                      | 110-54-3 | ug/L  | 8260   | NA                                 | 3,000                            | NA                                                           | 12,000                                                                 | NA                                    | 670                              | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| Isopropylbenzene            | 98-82-8  | ug/L  | 8260   | 5                                  | 800                              | 28                                                           | 56,000                                                                 | 500                                   | 4.8                              | 27         | <1.0       | <1.0       | <1.0       | 89         | 94         |
| 4-Methyl-2-pentanone (MIBK) |          | ug/L  | 8260   | 50                                 | 1,800                            | ID                                                           | 20,000,000                                                             | ID                                    | NA                               | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       |
| Methylene chloride          |          | ug/L  | 8260   | 5                                  | 5                                | 1,500                                                        | 220,000                                                                | 17,000                                | NA                               | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       |
| 2-Methylnaphthalene         | 91-57-6  | ug/L  | 8260   | 5                                  | 260                              | 19                                                           | 25,000                                                                 | 340                                   | 110                              | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       |
| Methyl-tert-butyl ether     |          | ug/L  | 8260   | 5                                  | 40                               | 7,100                                                        | 47,000,000                                                             | 420,000                               | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| Naphthalene                 | 91-20-3  | ug/L  | 8260   | 5                                  | 520                              | 11                                                           | 31,000                                                                 | 200                                   | 11                               | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       |
| 2-Propanone (acetone)       |          | ug/L  | 8260   | 50                                 | 730                              | 1,700                                                        | 1.00E+09                                                               | 30,000                                | NA                               | 33         | <20        | <20        | <20        | <400       | <400       |
| n-Propylbenzene             | 103-65-1 | ug/L  | 8260   | 1                                  | 80                               | ID                                                           | ID                                                                     | ID                                    | 650                              | 63         | <1.0       | <1.0       | <1.0       | 190        | 210        |
| Styrene                     |          | ug/L  | 8260   | 1                                  | 100                              | 80                                                           | 170,000                                                                | 2,900                                 | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| 1,1,1,2-Tetrachloroethane   |          | ug/L  | 8260   | 1                                  | 77                               | ID                                                           | 15,000                                                                 | ID                                    | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| 1,1,2,2-Tetrachloroethane   |          | ug/L  | 8260   | 1                                  | 9                                | 78                                                           | 12,000                                                                 | 1,800                                 | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| Tetrachloroethylene         | 127-18-4 | ug/L  | 8260   | 1                                  | 5                                | 60                                                           | 25,000                                                                 | 2,900                                 | 23                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| Tetrahydrofuran             |          | ug/L  | 8260   | 90                                 | 95                               | 11,000                                                       | 6,900,000                                                              | 150,000                               | NA                               | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       |
| Toluene                     | 108-88-3 | ug/L  | 8260   | 1                                  | 790                              | 270                                                          | 530,000                                                                | 2,600                                 | 4,400                            | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| 1,2,3-Trichlorobenzene      |          | ug/L  | 8260   | NA                                 | NA                               | NA                                                           | NA                                                                     | NA                                    | NA                               | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       |
| 1,2,4-Trichlorobenzene      |          | ug/L  | 8260   | 5                                  | 70                               | 99                                                           | 300,000                                                                | 850                                   | NA                               | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       |
| 1,1,1-Trichloroethane       |          | ug/L  | 8260   | 1                                  | 200                              | 89                                                           | 660,000                                                                | 1,600                                 | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| 1,1,2-Trichloroethane       |          | ug/L  | 8260   | 1                                  | 5                                | 330                                                          | 17,000                                                                 | 6,400                                 | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| Trichloroethylene           |          | ug/L  | 8260   | 1                                  | 5                                | 200                                                          | 2,200                                                                  | 3,500                                 | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| Trichlorofluoromethane      |          | ug/L  | 8260   | 1                                  | 2,600                            | NA                                                           | 1,100,000                                                              | NA                                    | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| 1,2,3-Trichloropropane      |          | ug/L  | 8260   | 1                                  | 42                               | NA                                                           | 8,300                                                                  | NA                                    | NA                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |
| 1,2,3-Trimethylbenzene      | 526-73-8 | ug/L  | 8260   | NA                                 | NA                               | NA                                                           | NA                                                                     | NA                                    | 120                              | 7.7        | <1.0       | <1.0       | <1.0       | 65         | 74         |
| 1,2,4-Trimethylbenzene      | 95-63-6  | ug/L  | 8260   | 1                                  | 63                               | 17                                                           | 56,000                                                                 | 310                                   | 92                               | 410        | 2.3        | <1.0       | <1.0       | 1,900      | 2,000      |
| 1,3,5-Trimethylbenzene      |          |       |        |                                    |                                  |                                                              |                                                                        |                                       |                                  |            |            |            |            |            |            |



Michigan Department of Environmental Quality Analytical Testing Report

Work Order:  
Report Date:  
Client:  
Attention:  
Project Name:  
Project Number:

1807386  
9/5/2018 15:53  
MDEQ-RRD-LANSING  
Meredith Maher  
18 NEPESSING STREET  
5-005903

TABLE 1.1 - ANALYTICAL RESULTS - Groundwater, July 2018  
18 E Nepessing Street - Lapeer, Lapeer County, Michigan  
Facility ID No. 5-005903

| Sample Number               |       |        | Target Detection Limit (TDL)† | Drinking Water Criteria (DWC) | Groundwater Surface Water Interface Criteria (GSIC) | Groundwater Volatilization to Indoor Air Inhalation Criteria (GVIC) | Rule 57 Final Acute Value (FAV) | 1807386-01 | 1807386-02 | 1807386-03 | 1807386-04 | 1807386-05 | 1807386-06 | 1807386-07 |
|-----------------------------|-------|--------|-------------------------------|-------------------------------|-----------------------------------------------------|---------------------------------------------------------------------|---------------------------------|------------|------------|------------|------------|------------|------------|------------|
| Sample ID                   |       |        |                               |                               |                                                     |                                                                     |                                 | MW-1D      | MW-1S      | MW-2       | MW-4       | MW-3       | DUP-1      | Trip       |
| Sample Depth                |       |        |                               |                               |                                                     |                                                                     |                                 |            |            |            |            |            | MW-3       |            |
| Date Collected              |       |        |                               |                               |                                                     |                                                                     |                                 | 7/31/2018  | 7/31/2018  | 7/31/2018  | 7/31/2018  | 7/31/2018  | 7/31/2018  | 7/31/2018  |
| Date Received               |       |        |                               |                               |                                                     |                                                                     |                                 | 7/31/2018  | 7/31/2018  | 7/31/2018  | 7/31/2018  | 7/31/2018  | 7/31/2018  | 7/31/2018  |
| Analyte                     | Units | Method | Organics-Volatiles            |                               |                                                     |                                                                     |                                 |            |            |            |            |            |            |            |
| Acrylonitrile               | ug/L  | 8260   | 2                             | 3                             | 2                                                   | 34,000                                                              | 1,200                           | <50        | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| tertiaryAmylmethylether     | ug/L  | 8260   | 5                             | 190                           | NA                                                  | 260,000                                                             | NA                              | <50        | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Benzene                     | ug/L  | 8260   | 1                             | 5                             | 200                                                 | 5,600                                                               | 1,900                           | 71         | 30         | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Bromochloromethane          | ug/L  | 8260   | NA                            | NA                            | NA                                                  | NA                                                                  | NA                              | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Bromodichloromethane        | ug/L  | 8260   | 1                             | 80                            | ID                                                  | 4,800                                                               | ID                              | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Bromoform                   | ug/L  | 8260   | 1                             | 80                            | ID                                                  | 470,000                                                             | ID                              | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Bromomethane                | ug/L  | 8260   | 5                             | 10                            | 35                                                  | 4,000                                                               | 640                             | <50        | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| 2-Butanone (MEK)            | ug/L  | 8260   | 25                            | 13,000                        | 2,200                                               | 2.40E+8                                                             | 40,000                          | <50        | 9.4        | <5.0       | <5.0       | <100       | <100       | <5.0       |
| tert-Butyl Alcohol          | ug/L  | 8260   | 50                            | 3,900                         | NA                                                  | 1.00E+9                                                             | NA                              | <500       | <50        | <50        | <50        | <1000      | <1000      | <50        |
| n-Butylbenzene              | ug/L  | 8260   | 1                             | 80                            | ID                                                  | ID                                                                  | ID                              | <10        | 6.8        | <1.0       | <1.0       | 29         | 30         | <1.0       |
| sec-Butylbenzene            | ug/L  | 8260   | 1                             | 80                            | ID                                                  | ID                                                                  | ID                              | 13         | 17         | <1.0       | <1.0       | 72         | 73         | <1.0       |
| tert-Butylbenzene           | ug/L  | 8260   | 1                             | 80                            | ID                                                  | ID                                                                  | ID                              | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Carbon disulfide            | ug/L  | 8260   | 5                             | 800                           | ID                                                  | 250,000                                                             | ID                              | <10        | 2.4        | <1.0       | 1.1        | <20        | <20        | <1.0       |
| Carbon tetrachloride        | ug/L  | 8260   | 1                             | 5                             | 45                                                  | 370                                                                 | 1,400                           | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Chlorobenzene               | ug/L  | 8260   | 1                             | 100                           | 25                                                  | 210,000                                                             | 450                             | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Chloroethane                | ug/L  | 8260   | 5                             | 430                           | 1,100                                               | 5.70E+6                                                             | 20,000                          | <50        | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Chloroform                  | ug/L  | 8260   | 1                             | 80                            | 350                                                 | 28,000                                                              | 11,000                          | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Chloromethane               | ug/L  | 8260   | 5                             | 260                           | ID                                                  | 8,600                                                               | ID                              | <50        | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Cyclohexane                 | ug/L  | 8260   | NA                            | NA                            | NA                                                  | NA                                                                  | NA                              | <50        | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Dibromochloromethane        | ug/L  | 8260   | 5                             | 80                            | ID                                                  | 14,000                                                              | ID                              | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,2-Dibromoethane           | ug/L  | 8260   | 0                             | 0                             | 6                                                   | 2,400                                                               | 280                             | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Dibromomethane              | ug/L  | 8260   | 5                             | 80                            | NA                                                  | ID                                                                  | NA                              | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,2-Dichlorobenzene         | ug/L  | 8260   | 1                             | 600                           | 13                                                  | 160,000                                                             | 240                             | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,3-Dichlorobenzene         | ug/L  | 8260   | 1                             | 7                             | 28                                                  | 18,000                                                              | 200                             | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,4-Dichlorobenzene         | ug/L  | 8260   | 1                             | 75                            | 17                                                  | 16,000                                                              | 210                             | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Dichlorodifluoromethane     | ug/L  | 8260   | 5                             | 1,700                         | ID                                                  | 220,000                                                             | ID                              | <50        | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| 1,1-Dichloroethane          | ug/L  | 8260   | 1                             | 880                           | 740                                                 | 1.00E+6                                                             | 13,000                          | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,2-Dichloroethane          | ug/L  | 8260   | 1                             | 5                             | 360                                                 | 9,600                                                               | 16,000                          | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,1-Dichloroethylene        | ug/L  | 8260   | 1                             | 7                             | 130                                                 | 200                                                                 | 2,300                           | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| cis-1,2-Dichloroethylene    | ug/L  | 8260   | 1                             | 70                            | 620                                                 | 93,000                                                              | 11,000                          | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| trans-1,2-Dichloroethylene  | ug/L  | 8260   | 1                             | 100                           | 1,500                                               | 85,000                                                              | 28,000                          | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,2-Dichloropropane         | ug/L  | 8260   | 1                             | 5                             | 230                                                 | 16,000                                                              | 4,000                           | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| cis-1,3-Dichloropropylene   | ug/L  | 8260   | NA                            | NA                            | NA                                                  | NA                                                                  | NA                              | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| trans-1,3-Dichloropropylene | ug/L  | 8260   | NA                            | NA                            | NA                                                  | NA                                                                  | NA                              | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Diethyl ether               | ug/L  | 8260   | 10                            | 10                            | ID                                                  | 6.10E+7                                                             | ID                              | <50        | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Diisopropyl Ether           | ug/L  | 8260   | 5                             | 30                            | ID                                                  | 8,000                                                               | ID                              | <50        | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Ethylbenzene                | ug/L  | 8260   | 1                             | 74                            | 18                                                  | 110,000                                                             | 320                             | <10        | 2.5        | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Ethyl-tert-butyl ether      | ug/L  | 8260   | 5                             | 49                            | ID                                                  | 2.90E+6                                                             | ID                              | <50        | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Hexachloroethane            | ug/L  | 8260   | 5                             | 7                             | 7                                                   | 27,000                                                              | 210                             | <50        | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Hexane                      | ug/L  | 8260   | NA                            | 3,000                         | NA                                                  | 12,000                                                              | NA                              | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Isopropylbenzene            | ug/L  | 8260   | 5                             | 800                           | 28                                                  | 56,000                                                              | 500                             | 11         | 14         | <1.0       | <1.0       | 61         | 64         | <1.0       |
| 4-Methyl-2-pentanone (MIBK) | ug/L  | 8260   | 50                            | 1,800                         | ID                                                  | 2.00E+7                                                             | ID                              | <50        | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Methylene chloride          | ug/L  | 8260   | 5                             | 5                             | 1,500                                               | 220,000                                                             | 17,000                          | <50        | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| 2-Methylnaphthalene         | ug/L  | 8260   | 5                             | 260                           | 19                                                  | 25,000                                                              | 340                             | <50        | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Methyl-tert-butyl ether     | ug/L  | 8260   | 5                             | 40                            | 7,100                                               | 4.70E+7                                                             | 420,000                         | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Naphthalene                 | ug/L  | 8260   | 5                             | 520                           | 11                                                  | 31,000                                                              | 200                             | <50        | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| 2-Propanone (acetone)       | ug/L  | 8260   | 50                            | 730                           | 1,700                                               | 1.00E+9                                                             | 30,000                          | <200       | 30         | <20        | <20        | <400       | <400       | <20        |
| n-Propylbenzene             | ug/L  | 8260   | 1                             | 80                            | ID                                                  | ID                                                                  | ID                              | 23         | 38         | <1.0       | <1.0       | 110        | 120        | <1.0       |
| Styrene                     | ug/L  | 8260   | 1                             | 100                           | 80                                                  | 170,000                                                             | 2,900                           | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,1,1,2-Tetrachloroethane   | ug/L  | 8260   | 1                             | 77                            | ID                                                  | 15,000                                                              | ID                              | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,1,2,2-Tetrachloroethane   | ug/L  | 8260   | 1                             | 9                             | 78                                                  | 12,000                                                              | 1,800                           | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Tetrachloroethylene         | ug/L  | 8260   | 1                             | 5                             | 60                                                  | 25,000                                                              | 2,900                           | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Tetrahydrofuran             | ug/L  | 8260   | 90                            | 95                            | 11,000                                              | 6.90E+6                                                             | 150,000                         | <50        | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Toluene                     | ug/L  | 8260   | 1                             | 790                           | 270                                                 | 530,000                                                             | 2,600                           | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,2,3-Trichlorobenzene      | ug/L  | 8260   | NA                            | NA                            | NA                                                  | NA                                                                  | NA                              | <50        | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| 1,2,4-Trichlorobenzene      | ug/L  | 8260   | 5                             | 70                            | 99                                                  | 300,000                                                             | 850                             | <50        | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| 1,1,1-Trichloroethane       | ug/L  | 8260   | 1                             | 200                           | 89                                                  | 660,000                                                             | 1,600                           | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,1,2-Trichloroethane       | ug/L  | 8260   | 1                             | 5                             | 330                                                 | 17,000                                                              | 6,400                           | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Trichloroethylene           | ug/L  | 8260   | 1                             | 5                             | 200                                                 | 2,200                                                               | 3,500                           | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Trichlorofluoromethane      | ug/L  | 8260   | 1                             | 2,600                         | NA                                                  | 1.10E+6                                                             | NA                              | <10        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,2,3-Trichloropro          |       |        |                               |                               |                                                     |                                                                     |                                 |            |            |            |            |            |            |            |



Michigan Department of Environmental Quality Analytical Testing Report

Work Order: 1810178  
Report Date: 11/27/2018 15:54  
Client: MDEQ-RRD-LANSING  
Attention: Meredith Maher  
Project Name: 18 NEPESSING STREET  
Project Number: 5-005903

TABLE 1.2 - ANALYTICAL RESULTS: November 2018  
Commercial Property - 18 Nepessing Street, Lapeer, Lapeer County, Michigan  
Facility ID No. 5-005903

| Sample Number               |       |        | Target<br>Detection<br>Limit (TDL) | Drinking Water<br>Criteria (DWC) | Groundwater<br>Surface Water<br>Interface<br>Criteria (GSIC) | Groundwater<br>Volatilization<br>to Indoor Air<br>Inhalation<br>Criteria (GVIC) | Rule 57 Final<br>Acute Value<br>(FAV) | 1810178-01 | 1810178-02 | 1810178-03 | 1810178-04 | 1810178-05 | 1810178-06 | 1810178-07 |
|-----------------------------|-------|--------|------------------------------------|----------------------------------|--------------------------------------------------------------|---------------------------------------------------------------------------------|---------------------------------------|------------|------------|------------|------------|------------|------------|------------|
| Sample ID                   |       |        |                                    |                                  |                                                              |                                                                                 |                                       | MW-1D      | MW-1S      | MW-2       | MW-4       | MW-3       | Dup-1      | Trip       |
| Sample Depth                |       |        |                                    |                                  |                                                              |                                                                                 |                                       | 10/18/2018 | 10/18/2018 | 10/18/2018 | 10/18/2018 | 10/18/2018 | 10/18/2018 | 10/18/2018 |
| Date Collected              |       |        |                                    |                                  |                                                              |                                                                                 |                                       | 10/18/2018 | 10/18/2018 | 10/18/2018 | 10/18/2018 | 10/18/2018 | 10/18/2018 | 10/18/2018 |
| Date Received               |       |        |                                    |                                  |                                                              |                                                                                 |                                       | 10/18/2018 | 10/18/2018 | 10/18/2018 | 10/18/2018 | 10/18/2018 | 10/18/2018 | 10/18/2018 |
| Analyte                     | Units | Method | Organics-Volatiles                 |                                  |                                                              |                                                                                 |                                       |            |            |            |            |            |            |            |
| Acrylonitrile               | ug/L  | 8260   | 2                                  | 3                                | 2                                                            | 34,000                                                                          | 1,200                                 | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| tert-Amylmethyl ether       | ug/L  | 8260   | 5                                  | 190                              | NA                                                           | 260,000                                                                         | NA                                    | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Benzene                     | ug/L  | 8260   | 1                                  | 5                                | 200                                                          | 5,600                                                                           | 1,900                                 | 140        | 3.0        | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Bromochloromethane          | ug/L  | 8260   | NA                                 | NA                               | NA                                                           | NA                                                                              | NA                                    | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Bromodichloromethane        | ug/L  | 8260   | 1                                  | 80                               | ID                                                           | 4,800                                                                           | ID                                    | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Bromoform                   | ug/L  | 8260   | 1                                  | 80                               | ID                                                           | 470,000                                                                         | ID                                    | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Bromomethane                | ug/L  | 8260   | 5                                  | 10                               | 35                                                           | 4,000                                                                           | 640                                   | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| 2-Butanone (MEK)            | ug/L  | 8260   | 25                                 | 13,000                           | 2,200                                                        | 2.40E+8                                                                         | 40,000                                | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| tertiary Butyl Alcohol      | ug/L  | 8260   | 50                                 | 3,900                            | NA                                                           | 1.00E+9                                                                         | NA                                    | <50        | <50        | <50        | <50        | <1000      | <1000      | <50        |
| n-Butylbenzene              | ug/L  | 8260   | 1                                  | 80                               | ID                                                           | ID                                                                              | ID                                    | 7.4        | 2.0        | <1.0       | <1.0       | 36         | 30         | <1.0       |
| sec-Butylbenzene            | ug/L  | 8260   | 1                                  | 80                               | ID                                                           | ID                                                                              | ID                                    | 18         | 5.2        | <1.0       | <1.0       | 77         | 76         | <1.0       |
| tert-Butylbenzene           | ug/L  | 8260   | 1                                  | 80                               | ID                                                           | ID                                                                              | ID                                    | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Carbon disulfide            | ug/L  | 8260   | 5                                  | 800                              | ID                                                           | 250,000                                                                         | ID                                    | 3.8        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Carbon tetrachloride        | ug/L  | 8260   | 1                                  | 5                                | 45                                                           | 370                                                                             | 1,400                                 | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Chlorobenzene               | ug/L  | 8260   | 1                                  | 100                              | 25                                                           | 210,000                                                                         | 450                                   | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Chloroethane                | ug/L  | 8260   | 5                                  | 430                              | 1,100                                                        | 5.70E+6                                                                         | 20,000                                | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Chloroform                  | ug/L  | 8260   | 1                                  | 80                               | 350                                                          | 28,000                                                                          | 11,000                                | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Chloromethane               | ug/L  | 8260   | 5                                  | 260                              | ID                                                           | 8,600                                                                           | ID                                    | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Cyclohexane                 | ug/L  | 8260   | NA                                 | NA                               | NA                                                           | NA                                                                              | NA                                    | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Dibromochloromethane        | ug/L  | 8260   | 5                                  | 80                               | ID                                                           | 14,000                                                                          | ID                                    | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,2-Dibromoethane           | ug/L  | 8260   | 0                                  | 0                                | 6                                                            | 2,400                                                                           | 280                                   | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Dibromomethane              | ug/L  | 8260   | 5                                  | 80                               | NA                                                           | ID                                                                              | NA                                    | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,2-Dichlorobenzene         | ug/L  | 8260   | 1                                  | 600                              | 13                                                           | 160,000                                                                         | 240                                   | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,3-Dichlorobenzene         | ug/L  | 8260   | 1                                  | 7                                | 28                                                           | 18,000                                                                          | 200                                   | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,4-Dichlorobenzene         | ug/L  | 8260   | 1                                  | 75                               | 17                                                           | 16,000                                                                          | 210                                   | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Dichlorodifluoromethane     | ug/L  | 8260   | 5                                  | 1,700                            | ID                                                           | 220,000                                                                         | ID                                    | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| 1,1-Dichloroethane          | ug/L  | 8260   | 1                                  | 880                              | 740                                                          | 1.00E+6                                                                         | 13,000                                | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,2-Dichloroethane          | ug/L  | 8260   | 1                                  | 5                                | 360                                                          | 9,600                                                                           | 16,000                                | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,1-Dichloroethylene        | ug/L  | 8260   | 1                                  | 7                                | 130                                                          | 200                                                                             | 2,300                                 | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| cis-1,2-Dichloroethylene    | ug/L  | 8260   | 1                                  | 70                               | 620                                                          | 93,000                                                                          | 11,000                                | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| trans-1,2-Dichloroethylene  | ug/L  | 8260   | 1                                  | 100                              | 1,500                                                        | 85,000                                                                          | 28,000                                | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,2-Dichloropropane         | ug/L  | 8260   | 1                                  | 5                                | 230                                                          | 16,000                                                                          | 4,000                                 | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| cis-1,3-Dichloropropylene   | ug/L  | 8260   | NA                                 | NA                               | NA                                                           | NA                                                                              | NA                                    | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| trans-1,3-Dichloropropylene | ug/L  | 8260   | NA                                 | NA                               | NA                                                           | NA                                                                              | NA                                    | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Diethyl ether               | ug/L  | 8260   | 10                                 | 10                               | ID                                                           | 6.10E+7                                                                         | ID                                    | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Diisopropyl Ether           | ug/L  | 8260   | 5                                  | 30                               | ID                                                           | 8,000                                                                           | ID                                    | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Ethylbenzene                | ug/L  | 8260   | 1                                  | 74                               | 18                                                           | 110,000                                                                         | 320                                   | 2.1        | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Ethyl-tert-butyl ether      | ug/L  | 8260   | 5                                  | 49                               | ID                                                           | 2.90E+6                                                                         | ID                                    | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Hexachloroethane            | ug/L  | 8260   | 5                                  | 7                                | 7                                                            | 27,000                                                                          | 210                                   | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Hexane                      | ug/L  | 8260   | NA                                 | 3,000                            | NA                                                           | 12,000                                                                          | NA                                    | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Isopropylbenzene            | ug/L  | 8260   | 5                                  | 800                              | 28                                                           | 56,000                                                                          | 500                                   | 13         | 4.4        | <1.0       | <1.0       | 59         | 60         | <1.0       |
| 4-Methyl-2-pentanone (MIBK) | ug/L  | 8260   | 50                                 | 1,800                            | ID                                                           | 2.00E+7                                                                         | ID                                    | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Methylene chloride          | ug/L  | 8260   | 5                                  | 5                                | 1,500                                                        | 220,000                                                                         | 17,000                                | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| 2-Methylnaphthalene         | ug/L  | 8260   | 5                                  | 260                              | 19                                                           | 25,000                                                                          | 340                                   | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Methyltertiarybutylether    | ug/L  | 8260   | 5                                  | 40                               | 7,100                                                        | 4.70E+7                                                                         | 420,000                               | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Naphthalene                 | ug/L  | 8260   | 5                                  | 520                              | 11                                                           | 31,000                                                                          | 200                                   | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| 2-Propanone (acetone)       | ug/L  | 8260   | 50                                 | 730                              | 1,700                                                        | 1.00E+9                                                                         | 30,000                                | 27         | <20        | <20        | <20        | <400       | <400       | <20        |
| n-Propylbenzene             | ug/L  | 8260   | 1                                  | 80                               | ID                                                           | ID                                                                              | ID                                    | 31         | 11         | <1.0       | <1.0       | 110        | 100        | <1.0       |
| Styrene                     | ug/L  | 8260   | 1                                  | 100                              | 80                                                           | 170,000                                                                         | 2,900                                 | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,1,1,2-Tetrachloroethane   | ug/L  | 8260   | 1                                  | 77                               | ID                                                           | 15,000                                                                          | ID                                    | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,1,1,2,2-Tetrachloroethane | ug/L  | 8260   | 1                                  | 9                                | 78                                                           | 12,000                                                                          | 1,800                                 | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Tetrachloroethylene         | ug/L  | 8260   | 1                                  | 5                                | 60                                                           | 25,000                                                                          | 2,900                                 | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| Tetrahydrofuran             | ug/L  | 8260   | 90                                 | 95                               | 11,000                                                       | 6.90E+6                                                                         | 150,000                               | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| Toluene                     | ug/L  | 8260   | 1                                  | 790                              | 270                                                          | 530,000                                                                         | 2,600                                 | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,2,3-Trichlorobenzene      | ug/L  | 8260   | NA                                 | NA                               | NA                                                           | NA                                                                              | NA                                    | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| 1,2,4-Trichlorobenzene      | ug/L  | 8260   | 5                                  | 70                               | 99                                                           | 300,000                                                                         | 850                                   | <5.0       | <5.0       | <5.0       | <5.0       | <100       | <100       | <5.0       |
| 1,1,1-Trichloroethane       | ug/L  | 8260   | 1                                  | 200                              | 89                                                           | 660,000                                                                         | 1,600                                 | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        | <1.0       |
| 1,1,2-Trichloroethane       | ug/L  | 8260   | 1                                  | 5                                | 330                                                          | 17,000                                                                          | 6,400                                 | <1.0       | <1.0       | <1.0       | <1.0       | <20        | <20        |            |



Michigan Department of Environmental Quality Analytical Testing Report

Work Order: 1902029

Report Date: 2/13/2019 15:37

Client: MDEQ-RRD-LANSING

Attention: Meredith Maher

Project Name: 18 NEPESSING STREET

Project Number: 5-005903

TABLE 1.3 - ANALYTICAL RESULTS: February 2019

Commercial Property - 18 Nepessing Street, Lapeer, Lapeer County, Michigan

Facility ID No. 5-005903

| Sample Number               |       |        | Target<br>Detection<br>Limit (TDL) | Drinking Water<br>Criteria (DWC) | Groundwater<br>Surface Water<br>Interface<br>Criteria (GSIC) | Groundwater<br>Volatilization<br>to Indoor Air<br>Inhalation<br>Criteria (GVILC) | Rule 57 Final<br>Acute Value<br>(FAV) | 1902029-01 | 1902029-02 | 1902029-03 | 1902029-04 | 1902029-05 | 1902029-06 | 1902029-07 |
|-----------------------------|-------|--------|------------------------------------|----------------------------------|--------------------------------------------------------------|----------------------------------------------------------------------------------|---------------------------------------|------------|------------|------------|------------|------------|------------|------------|
| Sample ID                   |       |        |                                    |                                  |                                                              |                                                                                  |                                       | MW-1D      | MW-1S      | MW-2       | MW-4       | MW-3       | Dup-1      | Trip Blank |
| Sample Depth                |       |        |                                    |                                  |                                                              |                                                                                  |                                       |            |            |            |            |            |            |            |
| Date Collected              |       |        |                                    |                                  |                                                              |                                                                                  |                                       | 2/7/2019   | 2/7/2019   | 2/7/2019   | 2/7/2019   | 2/7/2019   | 2/7/2019   | 2/7/2019   |
| Date Received               |       |        |                                    |                                  |                                                              |                                                                                  |                                       | 2/7/2019   | 2/7/2019   | 2/7/2019   | 2/7/2019   | 2/7/2019   | 2/7/2019   | 2/7/2019   |
| Analyte                     | Units | Method | Organics-Volatiles                 |                                  |                                                              |                                                                                  |                                       |            |            |            |            |            |            |            |
| Acrylonitrile               | ug/L  | 8260   | 2                                  | 3                                | 2                                                            | 34,000                                                                           | 1,200                                 | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| tertiaryAmylmethylether     | ug/L  | 8260   | 5                                  | 190                              | NA                                                           | 260,000                                                                          | NA                                    | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| Benzene                     | ug/L  | 8260   | 1                                  | 5                                | 200                                                          | 5,600                                                                            | 1,900                                 | 14         | 5.4        | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| Bromochloromethane          | ug/L  | 8260   | NA                                 | NA                               | NA                                                           | NA                                                                               | NA                                    | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| Bromodichloromethane        | ug/L  | 8260   | 1                                  | 80                               | ID                                                           | 4,800                                                                            | ID                                    | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| Bromoform                   | ug/L  | 8260   | 1                                  | 80                               | ID                                                           | 470,000                                                                          | ID                                    | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| Bromomethane                | ug/L  | 8260   | 5                                  | 10                               | 35                                                           | 4,000                                                                            | 640                                   | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| 2-Butanone (MEK)            | ug/L  | 8260   | 25                                 | 13,000                           | 2,200                                                        | 2.40E+8                                                                          | 40,000                                | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| tertiary Butyl Alcohol      | ug/L  | 8260   | 50                                 | 3,900                            | NA                                                           | 1.00E+9                                                                          | NA                                    | <50        | <50        | <50        | <50        | <260       | <50        | <50        |
| n-Butylbenzene              | ug/L  | 8260   | 1                                  | 80                               | ID                                                           | ID                                                                               | ID                                    | <1.0       | 3.6        | <1.0       | <1.0       | 11         | <1.0       | <1.0       |
| sec-Butylbenzene            | ug/L  | 8260   | 1                                  | 80                               | ID                                                           | ID                                                                               | ID                                    | <1.0       | 8.5        | <1.0       | <1.0       | 28         | <1.0       | <1.0       |
| tert-Butylbenzene           | ug/L  | 8260   | 1                                  | 80                               | ID                                                           | ID                                                                               | ID                                    | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| Carbon disulfide            | ug/L  | 8260   | 5                                  | 800                              | ID                                                           | 250,000                                                                          | ID                                    | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| Carbon tetrachloride        | ug/L  | 8260   | 1                                  | 5                                | 45                                                           | 370                                                                              | 1,400                                 | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| Chlorobenzene               | ug/L  | 8260   | 1                                  | 100                              | 25                                                           | 210,000                                                                          | 450                                   | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| Chloroethane                | ug/L  | 8260   | 5                                  | 430                              | 1,100                                                        | 5.70E+6                                                                          | 20,000                                | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| Chloroform                  | ug/L  | 8260   | 1                                  | 80                               | 350                                                          | 28,000                                                                           | 11,000                                | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| Chloromethane               | ug/L  | 8260   | 5                                  | 260                              | ID                                                           | 8,600                                                                            | ID                                    | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| Cyclohexane                 | ug/L  | 8260   | NA                                 | NA                               | NA                                                           | NA                                                                               | NA                                    | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| Dibromochloromethane        | ug/L  | 8260   | 5                                  | 80                               | ID                                                           | 14,000                                                                           | ID                                    | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| 1,2-Dibromoethane           | ug/L  | 8260   | 0                                  | 0                                | 6                                                            | 2,400                                                                            | 280                                   | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| Dibromomethane              | ug/L  | 8260   | 5                                  | 80                               | NA                                                           | ID                                                                               | NA                                    | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| 1,2-Dichlorobenzene         | ug/L  | 8260   | 1                                  | 600                              | 13                                                           | 160,000                                                                          | 240                                   | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| 1,3-Dichlorobenzene         | ug/L  | 8260   | 1                                  | 7                                | 28                                                           | 18,000                                                                           | 200                                   | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| 1,4-Dichlorobenzene         | ug/L  | 8260   | 1                                  | 75                               | 17                                                           | 16,000                                                                           | 210                                   | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| Dichlorodifluoromethane     | ug/L  | 8260   | 5                                  | 1,700                            | ID                                                           | 220,000                                                                          | ID                                    | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| 1,1-Dichloroethane          | ug/L  | 8260   | 1                                  | 880                              | 740                                                          | 1.00E+6                                                                          | 13,000                                | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| 1,2-Dichloroethane          | ug/L  | 8260   | 1                                  | 5                                | 360                                                          | 9,600                                                                            | 16,000                                | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| 1,1-Dichloroethylene        | ug/L  | 8260   | 1                                  | 7                                | 130                                                          | 200                                                                              | 2,300                                 | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| cis-1,2-Dichloroethylene    | ug/L  | 8260   | 1                                  | 70                               | 620                                                          | 93,000                                                                           | 11,000                                | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| trans-1,2-Dichloroethylene  | ug/L  | 8260   | 1                                  | 100                              | 1,500                                                        | 85,000                                                                           | 28,000                                | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| 1,2-Dichloropropane         | ug/L  | 8260   | 1                                  | 5                                | 230                                                          | 16,000                                                                           | 4,000                                 | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| cis-1,3-Dichloropropylene   | ug/L  | 8260   | NA                                 | NA                               | NA                                                           | NA                                                                               | NA                                    | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| trans-1,3-Dichloropropylene | ug/L  | 8260   | NA                                 | NA                               | NA                                                           | NA                                                                               | NA                                    | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| Diethyl ether               | ug/L  | 8260   | 10                                 | 10                               | ID                                                           | 6.10E+7                                                                          | ID                                    | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| Diisopropyl Ether           | ug/L  | 8260   | 5                                  | 30                               | ID                                                           | 8,000                                                                            | ID                                    | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| Ethylbenzene                | ug/L  | 8260   | 1                                  | 74                               | 18                                                           | 110,000                                                                          | 320                                   | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| Ethyltertiarybutylether     | ug/L  | 8260   | 5                                  | 49                               | ID                                                           | 2.90E+6                                                                          | ID                                    | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| Hexachloroethane            | ug/L  | 8260   | 5                                  | 7                                | 7                                                            | 27,000                                                                           | 210                                   | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| Hexane                      | ug/L  | 8260   | NA                                 | 3,000                            | NA                                                           | 12,000                                                                           | NA                                    | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| Isopropylbenzene            | ug/L  | 8260   | 5                                  | 800                              | 28                                                           | 56,000                                                                           | 500                                   | <1.0       | 4.9        | <1.0       | <1.0       | 19         | <1.0       | <1.0       |
| 4-Methyl-2-pentanone (MIBK) | ug/L  | 8260   | 50                                 | 1,800                            | ID                                                           | 2.00E+7                                                                          | ID                                    | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| Methylene chloride          | ug/L  | 8260   | 5                                  | 5                                | 1,500                                                        | 220,000                                                                          | 17,000                                | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| 2-Methylnaphthalene         | ug/L  | 8260   | 5                                  | 260                              | 19                                                           | 25,000                                                                           | 340                                   | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| Methyltertiarybutylether    | ug/L  | 8260   | 5                                  | 40                               | 7,100                                                        | 4.70E+7                                                                          | 420,000                               | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| Naphthalene                 | ug/L  | 8260   | 5                                  | 520                              | 11                                                           | 31,000                                                                           | 200                                   | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| 2-Propanone (acetone)       | ug/L  | 8260   | 50                                 | 730                              | 1,700                                                        | 1.00E+9                                                                          | 30,000                                | <20        | 59         | <20        | <20        | <100       | <20        | <20        |
| n-Propylbenzene             | ug/L  | 8260   | 1                                  | 80                               | ID                                                           | ID                                                                               | ID                                    | <1.0       | 15         | <1.0       | <1.0       | 34         | <1.0       | <1.0       |
| Styrene                     | ug/L  | 8260   | 1                                  | 100                              | 80                                                           | 170,000                                                                          | 2,900                                 | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| 1,1,1,2-Tetrachloroethane   | ug/L  | 8260   | 1                                  | 77                               | ID                                                           | 15,000                                                                           | ID                                    | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| 1,1,2,2-Tetrachloroethane   | ug/L  | 8260   | 1                                  | 9                                | 78                                                           | 12,000                                                                           | 1,800                                 | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| Tetrachloroethylene         | ug/L  | 8260   | 1                                  | 5                                | 60                                                           | 25,000                                                                           | 2,900                                 | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| Tetrahydrofuran             | ug/L  | 8260   | 90                                 | 95                               | 11,000                                                       | 6.90E+6                                                                          | 150,000                               | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| Toluene                     | ug/L  | 8260   | 1                                  | 790                              | 270                                                          | 530,000                                                                          | 2,600                                 | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| 1,2,3-Trichlorobenzene      | ug/L  | 8260   | NA                                 | NA                               | NA                                                           | NA                                                                               | NA                                    | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| 1,2,4-Trichlorobenzene      | ug/L  | 8260   | 5                                  | 70                               | 99                                                           | 300,000                                                                          | 850                                   | <5.0       | <5.0       | <5.0       | <5.0       | <26        | <5.0       | <5.0       |
| 1,1,1,1-Trichloroethane     | ug/L  | 8260   | 1                                  | 200                              | 89                                                           | 660,000                                                                          | 1,600                                 | <1.0       | <1.0       | <1.0       | <1.0       | <5.2       | <1.0       | <1.0       |
| 1,1,2-Trichloroethane       | ug/L  | 8260   | 1                                  | 5                                | 330                                                          | 17,000                                                                           | 6,400                                 | <1         |            |            |            |            |            |            |



Michigan Department of Environmental Quality Analytical Testing Report  
 Client: MDEQ-RRD-LANSING  
 Attention: Meredith Maher  
 Project Name 18 NEPESSING STREET  
 Project Numt 5-005903

**TABLE 2 - ANALYTICAL RESULTS: Groundwater, Historical**  
**Commercial Property - 18 Nepessing Street, Lapeer, Lapeer County, Michigan**  
**Facility ID No. 5-005903**

| Sample Number          | Sample ID | Sample Depth | Date Collected | Date Received      | Target Detection Limit (TDL) | Unrestricted Part 213 RBSLs | Non-Res Site Specific GVIAC | 1805065-02 | 1807386-02 | 1810178-02 | 1902029-02 | 1805065-01 | 1807386-01 | 1810178-01 | 1902029-01 |
|------------------------|-----------|--------------|----------------|--------------------|------------------------------|-----------------------------|-----------------------------|------------|------------|------------|------------|------------|------------|------------|------------|
|                        |           |              |                |                    |                              |                             |                             | MW-1S      | MW-1S      | MW-1S      | MW-1S      | MW-1D      | MW-1D      | MW-1D      | MW-1D      |
|                        |           |              |                |                    |                              |                             |                             | 5/4/2018   | 7/31/2018  | 10/18/2018 | 2/7/2019   | 5/4/2018   | 7/31/2018  | 10/18/2018 | 2/7/2019   |
|                        |           |              |                |                    |                              |                             |                             | 5/8/2018   | 7/31/2018  | 10/18/2018 | 2/7/2019   | 5/8/2018   | 7/31/2018  | 10/18/2018 | 2/7/2019   |
| Analyte                | CAS No.   | Units        | Method         | Organics-Volatiles |                              |                             |                             |            |            |            |            |            |            |            |            |
| Benzene                | 71-43-2   | ug/L         | 8260           | 1                  | 5.0                          | 6.3                         | <1.0                        | 30         | 3.0        | 5.4        | 140        | 71         | 140        | 14         |            |
| 2-Butanone (MEK)       | 75-27-4   | ug/L         | 8260           | 25                 | 2,200                        |                             | <5.0                        | 9.4        | <5.0       | <5.0       | 8.8        | <50        | <5.0       | <5.0       |            |
| n-Butylbenzene         | 104-51-8  | ug/L         | 8260           | 1                  | 80                           | 260                         | <1.0                        | 6.8        | 2.0        | 3.6        | 17         | <10        | 7.4        | <1.0       |            |
| s-Butylbenzene         | 135-98-8  | ug/L         | 8260           | 1                  | 80                           | 400                         | <1.0                        | 17         | 5.2        | 8.5        | 35         | 13         | 18         | <1.0       |            |
| Carbon disulfide       | 75-15-0   | ug/L         | 8260           | 5                  | 800                          |                             | <1.0                        | 2.4        | <1.0       | <1.0       | <1.0       | <10        | 3.8        | <1.0       |            |
| Ethylbenzene           | 100-41-4  | ug/L         | 8260           | 1                  | 18                           | 21                          | <1.0                        | 2.5        | <1.0       | <1.0       | 3.6        | <10        | 2.1        | <1.0       |            |
| Isopropylbenzene       | 98-82-8   | ug/L         | 8260           | 5                  | 28                           | 4.8                         | <1.0                        | 14         | 4.4        | 4.9        | 27         | 11         | 13         | <1.0       |            |
| 2-Propanone (acetone)  | 67-64-1   | ug/L         | 8260           | 50                 | 730                          |                             | <20                         | 30         | <20        | 59         | 33         | <200       | 27         | <20        |            |
| n-Propylbenzene        | 103-65-1  | ug/L         | 8260           | 1                  | 80                           | 650                         | <1.0                        | 38         | 11         | 15         | 63         | 23         | 31         | <1.0       |            |
| 1,2,3-Trimethylbenzene | 526-73-8  | ug/L         | 8260           | NA                 |                              | 120                         | <1.0                        | 90         | 29         | 43         | 7.7        | <10        | 4.2        | <1.0       |            |
| 1,2,4-Trimethylbenzene | 95-63-6   | ug/L         | 8260           | 1                  | 17                           | 92                          | 2.3                         | 320        | 130        | 170        | 410        | 200        | 200        | <1.0       |            |
| 1,3,5-Trimethylbenzene | 108-67-8  | ug/L         | 8260           | 1                  | 45                           | 82                          | <1.0                        | 35         | 12         | 18         | <1.0       | <10        | <1.0       | <1.0       |            |
| Xylenes, Total         | 1330-20-7 | ug/L         | 8260           | NA                 | 41                           | 300                         | <3.0                        | 14.9       | 4.2        | 4.9        | 7.1        | <30        | 3.9        | <3.0       |            |

|      |                                                                                                              |
|------|--------------------------------------------------------------------------------------------------------------|
| 500  | Red shading indicates parameter exceeds unrestricted Part 213 RBSL                                           |
| 450  | Yellow shading indicates parameter exceeds Site Specific GVIAC                                               |
| 200  | Clear Shading indicates parameter detected below most restrictive criteria                                   |
| NA   | NA indicates parameter not analyzed - or criteria not available                                              |
| <100 | Green shading indicates parameter not detected at concentration exceeding laboratory method detection levels |
|      | Cross-hatching indicates criteria not available                                                              |

Work Order: Sample Date Report Date  
 1805065 5/4/2018 6/4/2018  
 1807386 7/31/2018 9/5/2018  
 1810178 10/18/2018 11/27/2018  
 1902029 2/7/2019 2/13/2019



Michigan Department of Environmental Quality Analytical Testing Report  
 Client: MDEQ-RRD-LANSING  
 Attention: Meredith Maher  
 Project Name: 18 NEPESSING STREET  
 Project Num: 5-005903

**TABLE 2 - ANALYTICAL RESULTS: Groundwater, Historical**  
**Commercial Property - 18 Nepessing Street, Lapeer, Lapeer County, Michigan**  
**Facility ID No. 5-005903**

| Sample Number          |           |       |        | 1805065-03                   | 1807386-03                  | 1810178-03                  | 1902029-03         | 1805065-05 | 1807386-05 | 1810178-05 | 1902029-05 |
|------------------------|-----------|-------|--------|------------------------------|-----------------------------|-----------------------------|--------------------|------------|------------|------------|------------|
| Sample ID              |           |       |        | MW-2                         | MW-2                        | MW-2                        | MW-2               | MW-3       | MW-3       | MW-3       | MW-3       |
| Sample Depth           |           |       |        |                              |                             |                             |                    |            |            |            |            |
| Date Collected         |           |       |        | 5/4/2018                     | 7/31/2018                   | 10/18/2018                  | 2/7/2019           | 5/4/2018   | 7/31/2018  | 10/18/2018 | 2/7/2019   |
| Date Received          |           |       |        | 5/8/2018                     | 7/31/2018                   | 10/18/2018                  | 2/7/2019           | 5/8/2018   | 7/31/2018  | 10/18/2018 | 2/7/2019   |
| Analyte                | CAS No.   | Units | Method | Target Detection Limit (TDL) | Unrestricted Part 213 RBSLs | Non-Res Site Specific GVIAC | Organics-Volatiles |            |            |            |            |
| Benzene                | 71-43-2   | ug/L  | 8260   | 1                            | 5.0                         | 6.3                         | <1.0               | <1.0       | <1.0       | <1.0       | 32         |
| 2-Butanone (MEK)       | 75-27-4   | ug/L  | 8260   | 25                           | 2,200                       |                             | <5.0               | <5.0       | <5.0       | <5.0       | <100       |
| n-Butylbenzene         | 104-51-8  | ug/L  | 8260   | 1                            | 80                          | 260                         | <1.0               | <1.0       | <1.0       | <1.0       | 35         |
| s-Butylbenzene         | 135-98-8  | ug/L  | 8260   | 1                            | 80                          | 400                         | <1.0               | <1.0       | <1.0       | <1.0       | 82         |
| Carbon disulfide       | 75-15-0   | ug/L  | 8260   | 5                            | 800                         |                             | <1.0               | <1.0       | <1.0       | <1.0       | <20        |
| Ethylbenzene           | 100-41-4  | ug/L  | 8260   | 1                            | 18                          | 21                          | <1.0               | <1.0       | <1.0       | <1.0       | <20        |
| Isopropylbenzene       | 98-82-8   | ug/L  | 8260   | 5                            | 28                          | 4.8                         | <1.0               | <1.0       | <1.0       | <1.0       | 94         |
| 2-Propanone (acetone)  | 67-64-1   | ug/L  | 8260   | 50                           | 730                         |                             | <20                | <20        | <20        | <20        | <400       |
| n-Propylbenzene        | 103-65-1  | ug/L  | 8260   | 1                            | 80                          | 650                         | <1.0               | <1.0       | <1.0       | <1.0       | 210        |
| 1,2,3-Trimethylbenzene | 526-73-8  | ug/L  | 8260   | NA                           |                             | 120                         | <1.0               | <1.0       | <1.0       | <1.0       | 74         |
| 1,2,4-Trimethylbenzene | 95-63-6   | ug/L  | 8260   | 1                            | 17                          | 92                          | <1.0               | <1.0       | <1.0       | <1.0       | 2,000      |
| 1,3,5-Trimethylbenzene | 108-67-8  | ug/L  | 8260   | 1                            | 45                          | 82                          | <1.0               | <1.0       | <1.0       | <1.0       | <20        |
| Xylenes, Total         | 1330-20-7 | ug/L  | 8260   | NA                           | 41                          | 300                         | <3.0               | <3.0       | <3.0       | <3.0       | <60        |

|      |                                                                                           |
|------|-------------------------------------------------------------------------------------------|
| 500  | Red shading indicates parameter exceeds unrestricted Part 213 RBSL                        |
| 450  | Yellow shading indicates parameter exceeds Site Specific GVIAC                            |
| 200  | Clear Shading indicates parameter detected below most restrictive criteria                |
| NA   | NA indicates parameter not analyzed - or criteria not available                           |
| <100 | Green shading indicates parameter not detected at concentration exceeding laboratory meth |
|      | Cross-hatching indicates criteria not available                                           |

| Work Order: | Sample Date | Report Date |
|-------------|-------------|-------------|
| 1805065     | 5/4/2018    | 6/4/2018    |
| 1807386     | 7/31/2018   | 9/5/2018    |
| 1810178     | 10/18/2018  | 11/27/2018  |
| 1902029     | 2/7/2019    | 2/13/2019   |

Michigan Department of Environmental Quality Analytical Testing Report

Client: MDEQ-RRD-LANSING  
 Attention: Meredith Maher  
 Project Name: 18 NEPESSING STREET  
 Project Num: 5-005903

**TABLE 2 - ANALYTICAL RESULTS: Groundwater, Historical**  
**Commercial Property - 18 Nepessing Street, Lapeer, Lapeer County, Michigan**  
**Facility ID No. 5-005903**

| Sample Number          | Sample ID | Sample Depth | Date Collected | Date Received      | Target Detection Limit (TDL) | Unrestricted Part 213 RBSLs | Non-Res Site Specific GVIAC | 1805065-04 | 1807386-04 | 1810178-04 | 1902029-04 |
|------------------------|-----------|--------------|----------------|--------------------|------------------------------|-----------------------------|-----------------------------|------------|------------|------------|------------|
|                        |           |              |                |                    |                              |                             |                             | MW-4       | MW-4       | MW-4       | MW-4       |
|                        |           |              |                |                    |                              |                             |                             | 5/4/2018   | 7/31/2018  | 10/18/2018 | 2/7/2019   |
|                        |           |              |                |                    |                              |                             |                             | 5/8/2018   | 7/31/2018  | 10/18/2018 | 2/7/2019   |
| Analyte                | CAS No.   | Units        | Method         | Organics-Volatiles |                              |                             |                             |            |            |            |            |
| Benzene                | 71-43-2   | ug/L         | 8260           | 1                  | 5.0                          | 6.3                         | <1.0                        | <1.0       | <1.0       | <1.0       | <1.0       |
| 2-Butanone (MEK)       | 75-27-4   | ug/L         | 8260           | 25                 | 2,200                        |                             | <5.0                        | <5.0       | <5.0       | <5.0       | <5.0       |
| n-Butylbenzene         | 104-51-8  | ug/L         | 8260           | 1                  | 80                           | 260                         | <1.0                        | <1.0       | <1.0       | <1.0       | <1.0       |
| s-Butylbenzene         | 135-98-8  | ug/L         | 8260           | 1                  | 80                           | 400                         | <1.0                        | <1.0       | <1.0       | <1.0       | <1.0       |
| Carbon disulfide       | 75-15-0   | ug/L         | 8260           | 5                  | 800                          |                             | <1.0                        | 1.1        | <1.0       | <1.0       | <1.0       |
| Ethylbenzene           | 100-41-4  | ug/L         | 8260           | 1                  | 18                           | 21                          | <1.0                        | <1.0       | <1.0       | <1.0       | <1.0       |
| Isopropylbenzene       | 98-82-8   | ug/L         | 8260           | 5                  | 28                           | 4.8                         | <1.0                        | <1.0       | <1.0       | <1.0       | <1.0       |
| 2-Propanone (acetone)  | 67-64-1   | ug/L         | 8260           | 50                 | 730                          |                             | <20                         | <20        | <20        | <20        | <20        |
| n-Propylbenzene        | 103-65-1  | ug/L         | 8260           | 1                  | 80                           | 650                         | <1.0                        | <1.0       | <1.0       | <1.0       | <1.0       |
| 1,2,3-Trimethylbenzene | 526-73-8  | ug/L         | 8260           | NA                 |                              | 120                         | <1.0                        | <1.0       | <1.0       | <1.0       | <1.0       |
| 1,2,4-Trimethylbenzene | 95-63-6   | ug/L         | 8260           | 1                  | 17                           | 92                          | <1.0                        | <1.0       | <1.0       | <1.0       | <1.0       |
| 1,3,5-Trimethylbenzene | 108-67-8  | ug/L         | 8260           | 1                  | 45                           | 82                          | <1.0                        | <1.0       | <1.0       | <1.0       | <1.0       |
| Xylenes, Total         | 1330-20-7 | ug/L         | 8260           | NA                 | 41                           | 300                         | <3.0                        | <3.0       | <3.0       | <3.0       | <3.0       |

|      |                                                                                           |
|------|-------------------------------------------------------------------------------------------|
| 500  | Red shading indicates parameter exceeds unrestricted Part 213 RBSL                        |
| 450  | Yellow shading indicates parameter exceeds Site Specific GVIAC                            |
| 200  | Clear Shading indicates parameter detected below most restrictive criteria                |
| NA   | NA indicates parameter not analyzed - or criteria not available                           |
| <100 | Green shading indicates parameter not detected at concentration exceeding laboratory meth |
|      | Cross-hatching indicates criteria not available                                           |

| Work Order: | Sample Date | Report Date |
|-------------|-------------|-------------|
| 1805065     | 5/4/2018    | 6/4/2018    |
| 1807386     | 7/31/2018   | 9/5/2018    |
| 1810178     | 10/18/2018  | 11/27/2018  |
| 1902029     | 2/7/2019    | 2/13/2019   |



MDEQ - Analytical Testing Report  
 Client: MDEQ-RRD-LANSING  
 Attention: Meredith Maher  
 Work Order(s): 1805063, 1805064  
 Project Name: 18 NEPESSING STREET  
 Project Number: 5-005903  
 Report Date: 20180511

**TABLE 4 - ANALYTICAL RESULTS: Soil Gas, May 2018**  
**Commercial Property - 18 Nepessing Street, Lapeer, Michigan**  
**Facility ID No. 5-005095**

| Analyte                   | CAS No.   | Units | RDL | Residential<br>Soil Vapor<br>RIASL | Site Specific<br>Residential<br>VIAC<br>4/24/18 | Site Specific<br>Non-Res.<br>VIAC<br>4/24/18 | 1805063-01 | 1805063-02 | 1805064-01 |
|---------------------------|-----------|-------|-----|------------------------------------|-------------------------------------------------|----------------------------------------------|------------|------------|------------|
|                           |           |       |     |                                    |                                                 |                                              | VP-1       | VP-2       | VP-3       |
|                           |           |       |     |                                    |                                                 |                                              | 5/4/2018   | 5/4/2018   | 5/7/2018   |
|                           |           |       |     |                                    |                                                 |                                              | 5/8/2018   | 5/8/2018   | 5/8/2018   |
|                           |           |       |     |                                    |                                                 |                                              | Air        | Air        | Air        |
| Benzene                   | 71-43-2   | ug/m3 | 79  | 110                                | 110                                             | 110                                          | <8.0       | <79        | 1.3        |
| Chloromethane             | 74-87-3   | ug/m3 | 5.2 | 3100                               | 3100                                            | 3100                                         | <5.2       | <51        | 3.1        |
| 1,3-Dichlorobenzene       | 541-73-1  | ug/m3 | 15  | 100                                | 100                                             | 100                                          | <15        | <150       | 2.3        |
| Dichlorodifluoromethane   | 75-45-6   | ug/m3 | 12  | NA                                 | 11000                                           | 11000                                        | <12        | <120       | 1.5        |
| c-1,2-Dichloroethylene    | 156-59-2  | ug/m3 | 9.9 | 280                                | 280                                             | 280                                          | <9.9       | <98        | 1.7        |
| Ethylbenzene              | 100-41-4  | ug/m3 | 11  | 340                                | 340                                             | 340                                          | <11        | <110       | 2.7        |
| Hexane                    | 110-54-3  | ug/m3 | 310 | 24000                              | 24000                                           | 24000                                        | <32        | 630        | 3.9        |
| Styrene                   | 100-42-5  | ug/m3 | 11  | NA                                 | 1500                                            | 1500                                         | <11        | <110       | 26         |
| Tetrachloroethylene (PCE) | 127-18-4  | ug/m3 | 17  | 1400                               | 1400                                            | 1400                                         | 1200       | 34000      | 54         |
| Toluene                   | 108-88-3  | ug/m3 | 9.4 | 170000                             | 170000                                          | 170000                                       | <9.4       | <93        | 18         |
| Trichloroethylene (TCE)   | 79-01-6   | ug/m3 | 13  | 67                                 | 67                                              | 67                                           | <13        | 1200       | 2.4        |
| Trichlorofluoromethane    | 75-69-4   | ug/m3 | 14  | NA                                 | 15000                                           | 15000                                        | <14        | 350        | 1.5        |
| 1,2,4-Trimethylbenzene    | 95-63-6   | ug/m3 | 12  | 2100                               | 2100                                            | 2100                                         | <12        | <120       | 3.9        |
| 1,3,5-Trimethylbenzene    | 108-67-8  | ug/m3 | 12  | 2100                               | 2100                                            | 2100                                         | <12        | <120       | 2.2        |
| 2,2,4-Trimethylpentane    | 540-84-1  | ug/m3 | 12  | NA                                 | 120000                                          | 120000                                       | <12        | 880        | 9.5        |
| Vinyl chloride            | 75-01-4   | ug/m3 | 6.4 | 54                                 | 54                                              | 54                                           | <6.4       | <63        | 48         |
| Xylenes, Total            | 1330-20-7 | ug/m3 | 22  | 7600                               | 7600                                            | 7600                                         | <22        | <220       | 30         |

|      |
|------|
| 1200 |
| 630  |
| <50  |

Red shading indicates parameter exceeds the residential soil vapor RIASL  
 Clear shading indicates parameter detected below residential soil vapor RIASL  
 Green shading indicates parameter not detected above laboratory method detection limits



Michigan Department of Environmental Quality Analytical Testing Report  
Work Order: 1807385  
Report Date: 8/6/2018 13:06  
Client: MDEQ-RRD-LANSING  
Attention: Meredith Maher  
Project Name: 18 NEPESSING STREET  
Project Number: 5-005903

TABLE 3.1 - ANALYTICAL RESULTS: Soil Gas, July 2018  
Commercial Property - 18 Nepessing Street, Lapeer, Lapeer County, Michigan  
Facility ID No. 5-005903

| LAB ID<br>CLIENT ID<br>DATE SAMPLED<br>DATE RECEIVED<br>MATRIX |            |       |        |      | Residential<br>Soil Vapor<br>RIASL | Site Specific<br>Residential<br>VIAC<br>4/24/18 | Site Specific<br>Non-Res.<br>VIAC<br>4/24/18 | 1807385-01 | 1807385-02 | 1807385-03 |
|----------------------------------------------------------------|------------|-------|--------|------|------------------------------------|-------------------------------------------------|----------------------------------------------|------------|------------|------------|
|                                                                |            |       |        |      |                                    |                                                 |                                              | VP-1       | VP-2       | VP-3       |
|                                                                |            |       |        |      |                                    |                                                 |                                              | 7/31/2018  | 7/31/2018  | 7/31/2018  |
|                                                                |            |       |        |      |                                    |                                                 |                                              | 7/31/2018  | 7/31/2018  | 7/31/2018  |
|                                                                |            |       |        |      |                                    |                                                 |                                              | Air        | Air        | Air        |
| Analyte                                                        | CAS No.    | Units | Method | RDL  | Organics-Volatiles                 |                                                 |                                              |            |            |            |
| Acetonitrile                                                   | 75058      | ug/m3 | TO-15  | 1.5  |                                    |                                                 |                                              | <7.5       | <37        | <1.5       |
| Acrylonitrile                                                  | 107131     | ug/m3 | TO-15  | 0.97 |                                    |                                                 |                                              | <4.8       | <24        | <0.96      |
| Benzene                                                        | 71-43-2    | ug/m3 | TO-15  | 0.79 | 110                                | 110                                             | 110                                          | <3.9       | <20        | 1.9        |
| Bromodichloromethane                                           | 75-27-4    | ug/m3 | TO-15  | 1.7  |                                    |                                                 |                                              | <8.3       | <41        | <1.7       |
| Bromoform                                                      | 75-25-2    | ug/m3 | TO-15  | 2.6  |                                    |                                                 |                                              | <13        | <64        | <2.6       |
| Bromomethane                                                   | 74-83-9    | ug/m3 | TO-15  | 0.96 |                                    |                                                 |                                              | <4.8       | <24        | <0.96      |
| 1,3-Butadiene                                                  | 106-99-0   | ug/m3 | TO-15  | 0.55 |                                    |                                                 |                                              | <2.7       | <14        | <0.55      |
| 2-Butanone (MEK)                                               | 78-93-3    | ug/m3 | TO-15  | 14   |                                    |                                                 |                                              | <71        | <360       | <14        |
| Carbon tetrachloride                                           | 56-23-5    | ug/m3 | TO-15  | 1.6  |                                    |                                                 |                                              | <7.8       | <39        | <1.6       |
| Chlorobenzene                                                  | 108-90-7   | ug/m3 | TO-15  | 1.1  | 1700                               |                                                 |                                              | <5.7       | <28        | <1.1       |
| Chloroethane                                                   | 75-00-3    | ug/m3 | TO-15  | 0.65 | 140000                             |                                                 |                                              | <3.3       | <16        | <0.65      |
| Chloroform                                                     | 67-66-3    | ug/m3 | TO-15  | 1.2  | 37                                 | 37                                              |                                              | <6.0       | <30        | <1.2       |
| Chloromethane                                                  | 74-87-3    | ug/m3 | TO-15  | 0.51 | 3100                               | 3100                                            | 3100                                         | <2.5       | <13        | 1.6        |
| Dibromochloromethane                                           | 124-48-1   | ug/m3 | TO-15  | 2.1  |                                    |                                                 |                                              | <11        | <53        | <2.1       |
| 1,2-Dibromoethane                                              | 106-93-4   | ug/m3 | TO-15  | 1.9  |                                    | 1.4                                             |                                              | <9.5       | <48        | <1.9       |
| 1,2-Dichlorobenzene                                            | 95-50-1    | ug/m3 | TO-15  | 1.5  |                                    | 10000                                           |                                              | <7.4       | <37        | <1.5       |
| 1,3-Dichlorobenzene                                            | 541-73-1   | ug/m3 | TO-15  | 1.5  | 100                                | 100                                             | 100                                          | <7.4       | <37        | <1.5       |
| 1,4-Dichlorobenzene                                            | 106-46-7   | ug/m3 | TO-15  | 1.5  | 220                                | 220                                             |                                              | <7.4       | <37        | <1.5       |
| Dichlorodifluoromethane                                        | 75-45-6    | ug/m3 | TO-15  | 1.2  | NA                                 | 11000                                           | 11000                                        | <6.1       | <31        | 2.3        |
| 1,1-Dichloroethane                                             | 75-34-3    | ug/m3 | TO-15  | 1.0  | 530                                | 530                                             |                                              | <5.0       | <25        | <1.0       |
| 1,2-Dichloroethane                                             | 107-06-2   | ug/m3 | TO-15  | 1.0  |                                    | 33                                              |                                              | <5.0       | <25        | <1.0       |
| 1,1-Dichloroethylene                                           | 75-35-4    | ug/m3 | TO-15  | 0.98 |                                    | 7000                                            |                                              | <4.9       | <25        | <0.98      |
| cis-1,2-Dichloroethylene                                       | 156-59-2   | ug/m3 | TO-15  | 0.98 | 280                                | 280                                             | 280                                          | <4.9       | 200        | <0.98      |
| trans-1,2-Dichloroethylene                                     | 156-60-5   | ug/m3 | TO-15  | 0.98 |                                    | 2800                                            |                                              | <4.9       | <25        | <0.98      |
| 1,2-Dichloropropane                                            | 78-87-5    | ug/m3 | TO-15  | 1.1  |                                    |                                                 |                                              | <5.7       | <29        | <1.1       |
| cis-1,3-Dichloropropylene                                      | 10061-01-5 | ug/m3 | TO-15  | 1.1  |                                    |                                                 |                                              | <5.6       | <28        | <1.1       |
| trans-1,3-Dichloropropylene                                    | 10061-02-6 | ug/m3 | TO-15  | 1.1  |                                    |                                                 |                                              | <5.6       | <28        | <1.1       |
| Ethylbenzene                                                   | 100-41-4   | ug/m3 | TO-15  | 1.1  | 340                                | 340                                             | 340                                          | 6.7        | <27        | 4.2        |
| Hexane                                                         | 110-54-3   | ug/m3 | TO-15  | 3.1  | 24000                              | 24000                                           | 24000                                        | <16        | <79        | 6.7        |
| 4-Methyl-2-pentanone (MIBK)                                    | 108-10-1   | ug/m3 | TO-15  | 3.7  |                                    |                                                 |                                              | <18        | <91        | <3.6       |
| Methylene chloride                                             | 75-09-2    | ug/m3 | TO-15  | 1.0  |                                    |                                                 |                                              | <5.1       | <26        | <1.0       |
| Methyltertiarybutylether                                       | 1634-04-4  | ug/m3 | TO-15  | 1.6  |                                    | 3300                                            |                                              | <8.0       | <40        | <1.6       |
| Styrene                                                        | 100-42-5   | ug/m3 | TO-15  | 1.1  | NA                                 | 1500                                            | 1500                                         | <5.3       | <26        | <1.1       |
| 1,1,2,2-Tetrachloroethane                                      | 630-20-6   | ug/m3 | TO-15  | 1.7  |                                    |                                                 |                                              | <8.5       | <42        | <1.7       |
| Tetrachloroethylene                                            | 127-18-4   | ug/m3 | TO-15  | 1.7  | 1400                               | 1400                                            | 1400                                         | 1100       | 37000      | 9          |
| Toluene                                                        | 108-88-3   | ug/m3 | TO-15  | 0.93 | 170000                             | 170000                                          | 170000                                       | 27         | 30         | 17         |
| 1,2,4-Trichlorobenzene                                         | 120-82-1   | ug/m3 | TO-15  | 1.8  |                                    |                                                 |                                              | <9.2       | <46        | <1.8       |
| 1,1,1-Trichloroethane                                          | 71-55-6    | ug/m3 | TO-15  | 1.4  |                                    | 170000                                          |                                              | <6.7       | <34        | <1.3       |
| 1,1,2-Trichloroethane                                          | 79-00-5    | ug/m3 | TO-15  | 1.4  |                                    | 7.0                                             |                                              | <6.7       | <34        | <1.3       |
| Trichloroethylene                                              | 79-01-6    | ug/m3 | TO-15  | 1.3  | 67                                 | 67                                              | 67                                           | 11         | 4000       | <1.3       |
| Trichlorofluoromethane                                         | 75-69-4    | ug/m3 | TO-15  | 1.4  | NA                                 | 15000                                           | 15000                                        | <6.9       | <35        | 1.5        |
| 1,2,4-Trimethylbenzene                                         | 95-63-6    | ug/m3 | TO-15  | 1.2  | 2100                               | 2100                                            | 2100                                         | 100        | <30        | 13         |
| 1,3,5-Trimethylbenzene                                         | 108-67-8   | ug/m3 | TO-15  | 1.2  | 2100                               | 2100                                            | 2100                                         | 29         | <30        | 2.7        |
| 2,2,4-Trimethylpentane                                         | 540-84-1   | ug/m3 | TO-15  | 1.2  | NA                                 | 120000                                          | 120000                                       | 22         | <29        | 7.3        |
| Vinyl chloride                                                 | 75-01-4    | ug/m3 | TO-15  | 0.63 | 54                                 | 54                                              | 54                                           | <3.2       | <16        | <0.63      |
| m & p - Xylene                                                 |            | ug/m3 | TO-15  | 1.1  |                                    |                                                 |                                              | 55         | 32         | 20         |
| o-Xylene                                                       | 95-47-6    | ug/m3 | TO-15  | 1.1  |                                    |                                                 |                                              | 29         | <27        | 7.4        |
| Xylenes, Total                                                 | 1330-20-7  | ug/m3 | TO-15  | 2.2  | 7600                               | 7600                                            | 7600                                         | 84         | 32         | 27.4       |

|      |                                                          |
|------|----------------------------------------------------------|
| 1100 | Red shading indicates analyte exceeds criteria           |
| 620  | Clear shading indicates analyte meets criteria           |
| <45  | Green shading indicates analyte "Not Detected" above RDL |



Michigan Department of Environmental Quality Analytical Testing Report  
Work Order: 1810179  
Report Date: 11/14/2018 15:58  
Client: MDEQ-RRD-LANSING  
Attention: Meredith Maher  
Project Name: 18 NEPESSING STREET  
Project Number: 5-005903

TABLE 3.2 - ANALYTICAL RESULTS: Soil Gas, October 2018  
Commercial Property - 18 Nepessing Street, Lapeer, Lapeer County, Michigan  
Facility ID No. 5-005903

|                             |            |       |        |      |                                    |                                                 |                                              |            |            |            |
|-----------------------------|------------|-------|--------|------|------------------------------------|-------------------------------------------------|----------------------------------------------|------------|------------|------------|
| LAB ID                      |            |       |        |      | Residential<br>Soil Vapor<br>RIASL | Site Specific<br>Residential<br>VIAC<br>4/24/18 | Site Specific<br>Non-Res.<br>VIAC<br>4/24/18 | 1810179-01 | 1810179-02 | 1810179-03 |
| CLIENT ID                   |            |       |        |      |                                    |                                                 |                                              | VP-1       | VP-2       | VP-3       |
| DATE SAMPLED                |            |       |        |      |                                    |                                                 |                                              | 10/18/2018 | 10/18/2018 | 10/18/2018 |
| DATE RECEIVED               |            |       |        |      |                                    |                                                 |                                              | 10/18/2018 | 10/18/2018 | 10/18/2018 |
| MATRIX                      |            |       |        |      |                                    |                                                 |                                              | Air        | Air        | Air        |
| Analyte                     | CAS No.    | Units | Method | RDL  | Organics-Volatiles                 |                                                 |                                              |            |            |            |
| Acetonitrile                | 75058      | ug/m3 | TO-15  | 1.5  |                                    |                                                 |                                              | <1.5       | <38        | <1.5       |
| Acrylonitrile               | 107131     | ug/m3 | TO-15  | 0.97 |                                    |                                                 |                                              | <0.97      | <24        | <0.97      |
| Benzene                     | 71-43-2    | ug/m3 | TO-15  | 0.79 | 110                                | 110                                             | 110                                          | 2.0        | <20        | 2.7        |
| Bromodichloromethane        | 75-27-4    | ug/m3 | TO-15  | 1.7  |                                    |                                                 |                                              | <1.7       | <42        | <1.7       |
| Bromoform                   | 75-25-2    | ug/m3 | TO-15  | 2.6  |                                    |                                                 |                                              | <2.6       | <64        | <2.6       |
| Bromomethane                | 74-83-9    | ug/m3 | TO-15  | 0.96 |                                    |                                                 |                                              | <0.96      | <24        | <0.96      |
| 1,3-Butadiene               | 106-99-0   | ug/m3 | TO-15  | 0.55 |                                    |                                                 |                                              | <0.55      | <14        | <0.55      |
| 2-Butanone (MEK)            | 78-93-3    | ug/m3 | TO-15  | 14   |                                    |                                                 |                                              | <14        | <360       | <14        |
| Carbon tetrachloride        | 56-23-5    | ug/m3 | TO-15  | 1.6  |                                    |                                                 |                                              | <1.6       | <39        | <1.6       |
| Chlorobenzene               | 108-90-7   | ug/m3 | TO-15  | 1.1  | 1700                               |                                                 |                                              | <1.1       | <29        | <1.1       |
| Chloroethane                | 75-00-3    | ug/m3 | TO-15  | 0.65 | 140000                             |                                                 |                                              | <0.65      | <16        | <0.65      |
| Chloroform                  | 67-66-3    | ug/m3 | TO-15  | 1.2  | 37                                 | 37                                              |                                              | <1.2       | <30        | <1.2       |
| Chloromethane               | 74-87-3    | ug/m3 | TO-15  | 0.51 | 3100                               | 3100                                            | 3100                                         | <0.51      | <13        | 1.7        |
| Dibromochloromethane        | 124-48-1   | ug/m3 | TO-15  | 2.1  |                                    |                                                 |                                              | <2.1       | <53        | <2.1       |
| 1,2-Dibromoethane           | 106-93-4   | ug/m3 | TO-15  | 1.9  |                                    | 1.4                                             |                                              | <1.9       | <48        | <1.9       |
| 1,2-Dichlorobenzene         | 95-50-1    | ug/m3 | TO-15  | 1.5  |                                    | 10000                                           |                                              | <1.5       | <37        | <1.5       |
| 1,3-Dichlorobenzene         | 541-73-1   | ug/m3 | TO-15  | 1.5  | 100                                | 100                                             | 100                                          | <1.5       | <37        | <1.5       |
| 1,4-Dichlorobenzene         | 106-46-7   | ug/m3 | TO-15  | 1.5  | 220                                | 220                                             |                                              | <1.5       | <37        | <1.5       |
| Dichlorodifluoromethane     | 75-45-6    | ug/m3 | TO-15  | 1.2  | NA                                 | 11000                                           | 11000                                        | 2.3        | <31        | 2.2        |
| 1,1-Dichloroethane          | 75-34-3    | ug/m3 | TO-15  | 1.0  | 530                                | 530                                             |                                              | <1.0       | <25        | <1.0       |
| 1,2-Dichloroethane          | 107-06-2   | ug/m3 | TO-15  | 1.0  |                                    | 33                                              |                                              | <1.0       | <25        | <1.0       |
| 1,1-Dichloroethylene        | 75-35-4    | ug/m3 | TO-15  | 0.98 |                                    | 7000                                            |                                              | <0.98      | <25        | <0.98      |
| cis-1,2-Dichloroethylene    | 156-59-2   | ug/m3 | TO-15  | 0.98 | 280                                | 280                                             | 280                                          | <0.98      | 94         | <0.98      |
| trans-1,2-Dichloroethylene  | 156-60-5   | ug/m3 | TO-15  | 0.98 |                                    | 2800                                            |                                              | <0.98      | <25        | <0.98      |
| 1,2-Dichloropropane         | 78-87-5    | ug/m3 | TO-15  | 1.1  |                                    |                                                 |                                              | <1.1       | <29        | <1.1       |
| cis-1,3-Dichloropropylene   | 10061-01-5 | ug/m3 | TO-15  | 1.1  |                                    |                                                 |                                              | <1.1       | <28        | <1.1       |
| trans-1,3-Dichloropropylene | 10061-02-6 | ug/m3 | TO-15  | 1.1  |                                    |                                                 |                                              | <1.1       | <28        | <1.1       |
| Ethylbenzene                | 100-41-4   | ug/m3 | TO-15  | 1.1  | 340                                | 340                                             | 340                                          | 7.6        | <27        | 11         |
| Hexane                      | 110-54-3   | ug/m3 | TO-15  | 3.1  | 24000                              | 24000                                           | 24000                                        | 3.2        | <79        | 11         |
| 4-Methyl-2-pentanone (MIBK) | 108-10-1   | ug/m3 | TO-15  | 3.7  |                                    |                                                 |                                              | <3.7       | <92        | <3.7       |
| Methylene chloride          | 75-09-2    | ug/m3 | TO-15  | 1.0  |                                    |                                                 |                                              | <1.0       | <26        | <1.0       |
| Methyltertiarybutylether    | 1634-04-4  | ug/m3 | TO-15  | 1.6  |                                    | 3300                                            |                                              | <1.6       | <40        | <1.6       |
| Styrene                     | 100-42-5   | ug/m3 | TO-15  | 1.1  | NA                                 | 1500                                            | 1500                                         | 7.5        | <26        | 6          |
| 1,1,2,2-Tetrachloroethane   | 630-20-6   | ug/m3 | TO-15  | 1.7  |                                    |                                                 |                                              | <1.7       | <43        | <1.7       |
| Tetrachloroethylene         | 127-18-4   | ug/m3 | TO-15  | 1.7  | 1400                               | 1400                                            | 1400                                         | 620        | 8000       | 5.7        |
| Toluene                     | 108-88-3   | ug/m3 | TO-15  | 0.93 | 170000                             | 170000                                          | 170000                                       | 27         | 29         | 38         |
| 1,2,4-Trichlorobenzene      | 120-82-1   | ug/m3 | TO-15  | 1.8  |                                    |                                                 |                                              | <1.8       | <46        | <1.8       |
| 1,1,1-Trichloroethane       | 71-55-6    | ug/m3 | TO-15  | 1.4  |                                    | 170000                                          |                                              | <1.4       | <34        | <1.4       |
| 1,1,2-Trichloroethane       | 79-00-5    | ug/m3 | TO-15  | 1.4  |                                    | 7.0                                             |                                              | <1.4       | <34        | <1.4       |
| Trichloroethylene           | 79-01-6    | ug/m3 | TO-15  | 1.3  | 67                                 | 67                                              | 67                                           | 8.5        | 1100       | <1.3       |
| Trichlorofluoromethane      | 75-69-4    | ug/m3 | TO-15  | 1.4  | NA                                 | 15000                                           | 15000                                        | <1.4       | <35        | <1.4       |
| 1,2,4-Trimethylbenzene      | 95-63-6    | ug/m3 | TO-15  | 1.2  | 2100                               | 2100                                            | 2100                                         | 4.4        | <31        | 2.9        |
| 1,3,5-Trimethylbenzene      | 108-67-8   | ug/m3 | TO-15  | 1.2  | 2100                               | 2100                                            | 2100                                         | <1.2       | <31        | <1.2       |
| 2,2,4-Trimethylpentane      | 540-84-1   | ug/m3 | TO-15  | 1.2  | NA                                 | 120000                                          | 120000                                       | 1.2        | <29        | 17         |
| Vinyl chloride              | 75-01-4    | ug/m3 | TO-15  | 0.63 | 54                                 | 54                                              | 54                                           | <0.63      | <16        | <0.63      |
| m & p - Xylene              |            | ug/m3 | TO-15  | 1.1  |                                    |                                                 |                                              | 31         | 32         | 38         |
| o-Xylene                    | 95-47-6    | ug/m3 | TO-15  | 1.1  |                                    |                                                 |                                              | 12         | <27        | 17         |
| Xylenes, Total              | 1330-20-7  | ug/m3 | TO-15  | 2.2  | 7600                               | 7600                                            | 7600                                         | 43         | 32         | 55         |

|      |                                                          |
|------|----------------------------------------------------------|
| 1100 | Red shading indicates analyte exceeds criteria           |
| 620  | Clear shading indicates analyte meets criteria           |
| <45  | Green shading indicates analyte "Not Detected" above RDL |



Michigan Department of Environmental Quality Analytical Testing Report  
Work Order: 1902028  
Report Date: 2/26/2019 16:11  
Client: MDEQ-RRD-LANSING  
Attention: Meredith Maher  
Project Name: 18 NEPESSING STREET  
Project Number: 5-005903

TABLE 3.3 - ANALYTICAL RESULTS: Soil Gas, February 2019  
Commercial Property - 18 Nepessing Street, Lapeer, Lapeer County, Michigan  
Facility ID No. 5-005903

| LAB ID<br>CLIENT ID<br>DATE SAMPLED<br>DATE RECEIVED<br>MATRIX |            |       |        |      | Residential<br>Soil Vapor<br>RIASL | Site Specific<br>Residential<br>VIAC<br>4/24/18 | Site Specific<br>Non-Res.<br>VIAC<br>4/24/18 | 1902028-01 | 1902028-02 | 1902028-03 |
|----------------------------------------------------------------|------------|-------|--------|------|------------------------------------|-------------------------------------------------|----------------------------------------------|------------|------------|------------|
|                                                                |            |       |        |      |                                    |                                                 |                                              | VP-1       | VP-2       | VP-3       |
|                                                                |            |       |        |      |                                    |                                                 |                                              | 2/7/2019   | 2/7/2019   | 2/7/2019   |
|                                                                |            |       |        |      |                                    |                                                 |                                              | 2/7/2019   | 2/7/2019   | 2/7/2019   |
|                                                                |            |       |        |      |                                    |                                                 |                                              | Air        | Air        | Air        |
| Analyte                                                        | CAS No.    | Units | Method | RDL  | Organics-Volatiles                 |                                                 |                                              |            |            |            |
| Acetonitrile                                                   | 75058      | ug/m3 | TO-15  | 1.5  |                                    |                                                 |                                              | <7.5       | <1.5       | <1.5       |
| Acrylonitrile                                                  | 107131     | ug/m3 | TO-15  | 0.97 |                                    |                                                 |                                              | <4.8       | <0.95      | <0.97      |
| Benzene                                                        | 71-43-2    | ug/m3 | TO-15  | 0.79 | 110                                | 110                                             | 110                                          | 6          | 0.78       | 1.9        |
| Bromodichloromethane                                           | 75-27-4    | ug/m3 | TO-15  | 1.7  |                                    |                                                 |                                              | <8.3       | <1.6       | <1.7       |
| Bromoform                                                      | 75-25-2    | ug/m3 | TO-15  | 2.6  |                                    |                                                 |                                              | <13        | <2.5       | <2.6       |
| Bromomethane                                                   | 74-83-9    | ug/m3 | TO-15  | 0.96 |                                    |                                                 |                                              | <4.8       | <0.95      | <0.96      |
| 1,3-Butadiene                                                  | 106-99-0   | ug/m3 | TO-15  | 0.55 |                                    |                                                 |                                              | <2.7       | <0.54      | <0.55      |
| 2-Butanone (MEK)                                               | 78-93-3    | ug/m3 | TO-15  | 14   |                                    |                                                 |                                              | <71        | <14        | <14        |
| Carbon tetrachloride                                           | 56-23-5    | ug/m3 | TO-15  | 1.6  |                                    |                                                 |                                              | <7.8       | <1.5       | <1.6       |
| Chlorobenzene                                                  | 108-90-7   | ug/m3 | TO-15  | 1.1  | 1700                               |                                                 |                                              | <5.7       | <1.1       | <1.1       |
| Chloroethane                                                   | 75-00-3    | ug/m3 | TO-15  | 0.65 | 140000                             |                                                 |                                              | <3.3       | <0.64      | <0.65      |
| Chloroform                                                     | 67-66-3    | ug/m3 | TO-15  | 1.2  | 37                                 | 37                                              |                                              | <6.0       | <1.2       | <1.2       |
| Chloromethane                                                  | 74-87-3    | ug/m3 | TO-15  | 0.51 | 3100                               | 3100                                            | 3100                                         | <2.6       | 1.1        | 0.91       |
| Dibromochloromethane                                           | 124-48-1   | ug/m3 | TO-15  | 2.1  |                                    |                                                 |                                              | <11        | <2.1       | <2.1       |
| 1,2-Dibromoethane                                              | 106-93-4   | ug/m3 | TO-15  | 1.9  |                                    | 1.4                                             |                                              | <9.5       | <1.9       | <1.9       |
| 1,2-Dichlorobenzene                                            | 95-50-1    | ug/m3 | TO-15  | 1.5  |                                    | 10000                                           |                                              | <7.4       | <1.5       | <1.5       |
| 1,3-Dichlorobenzene                                            | 541-73-1   | ug/m3 | TO-15  | 1.5  | 100                                | 100                                             | 100                                          | <7.4       | <1.5       | <1.5       |
| 1,4-Dichlorobenzene                                            | 106-46-7   | ug/m3 | TO-15  | 1.5  | 220                                | 220                                             |                                              | <7.4       | <1.5       | <1.5       |
| Dichlorodifluoromethane                                        | 75-45-6    | ug/m3 | TO-15  | 1.2  | NA                                 | 11000                                           | 11000                                        | <6.1       | 1.7        | 2.4        |
| 1,1-Dichloroethane                                             | 75-34-3    | ug/m3 | TO-15  | 1.0  | 530                                | 530                                             |                                              | <5.0       | <0.99      | <1.0       |
| 1,2-Dichloroethane                                             | 107-06-2   | ug/m3 | TO-15  | 1.0  |                                    | 33                                              |                                              | <5.0       | <0.99      | <1.0       |
| 1,1-Dichloroethylene                                           | 75-35-4    | ug/m3 | TO-15  | 0.98 |                                    | 7000                                            |                                              | <4.9       | <0.97      | <0.98      |
| cis-1,2-Dichloroethylene                                       | 156-59-2   | ug/m3 | TO-15  | 0.98 | 280                                | 280                                             | 280                                          | <4.9       | <0.97      | <0.98      |
| trans-1,2-Dichloroethylene                                     | 156-60-5   | ug/m3 | TO-15  | 0.98 |                                    | 2800                                            |                                              | <4.9       | <0.97      | <0.98      |
| 1,2-Dichloropropane                                            | 78-87-5    | ug/m3 | TO-15  | 1.1  |                                    |                                                 |                                              | <5.7       | <1.1       | <1.1       |
| cis-1,3-Dichloropropylene                                      | 10061-01-5 | ug/m3 | TO-15  | 1.1  |                                    |                                                 |                                              | <5.6       | <1.1       | <1.1       |
| trans-1,3-Dichloropropylene                                    | 10061-02-6 | ug/m3 | TO-15  | 1.1  |                                    |                                                 |                                              | <5.6       | <1.1       | <1.1       |
| Ethylbenzene                                                   | 100-41-4   | ug/m3 | TO-15  | 1.1  | 340                                | 340                                             | 340                                          | 190        | <1.1       | 2.4        |
| Hexane                                                         | 110-54-3   | ug/m3 | TO-15  | 3.1  | 24000                              | 24000                                           | 24000                                        | <16        | <3.1       | <3.1       |
| 4-Methyl-2-pentanone (MIBK)                                    | 108-10-1   | ug/m3 | TO-15  | 3.7  |                                    |                                                 |                                              | <18        | <3.6       | <3.6       |
| Methylene chloride                                             | 75-09-2    | ug/m3 | TO-15  | 1.0  |                                    |                                                 |                                              | <5.2       | <1.0       | <1.0       |
| Methyltertiarybutylether                                       | 1634-04-4  | ug/m3 | TO-15  | 1.6  |                                    | 3300                                            |                                              | <8.0       | <1.6       | <1.6       |
| Styrene                                                        | 100-42-5   | ug/m3 | TO-15  | 1.1  | NA                                 | 1500                                            | 1500                                         | 5.9        | <1.0       | 4.7        |
| 1,1,2,2-Tetrachloroethane                                      | 630-20-6   | ug/m3 | TO-15  | 1.7  |                                    |                                                 |                                              | <8.5       | <1.7       | <1.7       |
| Tetrachloroethylene                                            | 127-18-4   | ug/m3 | TO-15  | 1.7  | 1400                               | 1400                                            | 1400                                         | 16         | <1.7       | <1.7       |
| Toluene                                                        | 108-88-3   | ug/m3 | TO-15  | 0.93 | 170000                             | 170000                                          | 170000                                       | 300        | 2.2        | 13         |
| 1,2,4-Trichlorobenzene                                         | 120-82-1   | ug/m3 | TO-15  | 1.8  |                                    |                                                 |                                              | <9.2       | <1.8       | <1.8       |
| 1,1,1-Trichloroethane                                          | 71-55-6    | ug/m3 | TO-15  | 1.4  |                                    | 170000                                          |                                              | <6.7       | <1.3       | <1.3       |
| 1,1,2-Trichloroethane                                          | 79-00-5    | ug/m3 | TO-15  | 1.4  |                                    | 7.0                                             |                                              | <6.7       | <1.3       | <1.3       |
| Trichloroethylene                                              | 79-01-6    | ug/m3 | TO-15  | 1.3  | 67                                 | 67                                              | 67                                           | <6.6       | <1.3       | 2.2        |
| Trichlorofluoromethane                                         | 75-69-4    | ug/m3 | TO-15  | 1.4  | NA                                 | 15000                                           | 15000                                        | <6.9       | <1.4       | <1.4       |
| 1,2,4-Trimethylbenzene                                         | 95-63-6    | ug/m3 | TO-15  | 1.2  | 2100                               | 2100                                            | 2100                                         | 120        | <1.2       | <1.2       |
| 1,3,5-Trimethylbenzene                                         | 108-67-8   | ug/m3 | TO-15  | 1.2  | 2100                               | 2100                                            | 2100                                         | 54         | <1.2       | <1.2       |
| 2,2,4-Trimethylpentane                                         | 540-84-1   | ug/m3 | TO-15  | 1.2  | NA                                 | 120000                                          | 120000                                       | 18         | <1.1       | 1.9        |
| Vinyl chloride                                                 | 75-01-4    | ug/m3 | TO-15  | 0.63 | 54                                 | 54                                              | 54                                           | <3.2       | <0.62      | <0.63      |
| m & p - Xylene                                                 |            | ug/m3 | TO-15  | 1.1  |                                    |                                                 |                                              | 640        | <1.1       | 9          |
| o-Xylene                                                       | 95-47-6    | ug/m3 | TO-15  | 1.1  |                                    |                                                 |                                              | 270        | <1.1       | 4.2        |
| Xylenes, Total                                                 | 1330-20-7  | ug/m3 | TO-15  | 2.2  | 7600                               | 7600                                            | 7600                                         | 910        | <2.2       | 13.2       |

|      |                                                          |
|------|----------------------------------------------------------|
| 1100 | Red shading indicates analyte exceeds criteria           |
| 620  | Clear shade indicates analyte meets criteria             |
| <45  | Green shading indicates analyte "Not Detected" above RDL |



MDEQ - Analytical Testing Report  
Client: MDEQ-RRD-LANSING  
Attention: Meredith Maher  
Project Name: 18 NEPESSING STREET  
Project Number: 5-005903  
Work Order(s):  
1805063 5/11/2018  
1805064 5/11/2018  
1807385 8/6/2018  
1810179 11/14/2018  
1902028 2/26/2019

TABLE 4 - ANALYTICAL RESULTS: Soil Gas, Historical  
Commercial Property - 18 Nepessing Street, Lapeer, Michigan  
Facility ID No. 5-005095

|                           |            |                                                                   |     |                                    |                                                 |                                              |            |            |            |            |            |            |            |            |            |            |            |            |
|---------------------------|------------|-------------------------------------------------------------------|-----|------------------------------------|-------------------------------------------------|----------------------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 1807385                   | 8/6/2018   | Laboratory ID:<br>Sample ID:<br>Sample Date:<br>Lab Reciept Date: |     | Residential<br>Soil Vapor<br>RIASL | Site Specific<br>Residential<br>VIAC<br>4/24/18 | Site Specific<br>Non-Res.<br>VIAC<br>4/24/18 | 1805063-01 | 1807385-01 | 1810179-01 | 1902028-01 | 1805063-02 | 1807385-02 | 1810179-02 | 1902028-02 | 1805064-01 | 1807385-03 | 1810179-03 | 1902028-03 |
| 1810179                   | 11/14/2018 |                                                                   |     |                                    |                                                 |                                              | VP-1       | VP-1       | VP-1       | VP-1       | VP-2       | VP-2       | VP-2       | VP-2       | VP-3       | VP-3       | VP-3       | VP-3       |
| 1902028                   | 2/26/2019  |                                                                   |     |                                    |                                                 |                                              | 5/4/2018   | 7/31/2018  | 10/18/2018 | 2/7/2019   | 5/4/2018   | 7/31/2018  | 10/18/2018 | 2/7/2019   | 5/7/2018   | 7/31/2018  | 10/18/2018 | 2/7/2019   |
|                           |            |                                                                   |     |                                    |                                                 |                                              | 5/8/2018   | 7/31/2018  | 10/18/2018 | 2/7/2019   | 5/8/2018   | 7/31/2018  | 10/18/2018 | 2/7/2019   | 5/8/2018   | 7/31/2018  | 10/18/2018 | 2/7/2019   |
| Analyte                   | CAS No.    | Units                                                             | RDL |                                    |                                                 |                                              | Air        | Air        | Air        | Air        | Air        | Air        | Air        | Air        | Air        | Air        | Air        | Air        |
| Benzene                   | 71-43-2    | ug/m3                                                             | 79  | 110                                | 110                                             | 110                                          | <8.0       | <3.9       | 2          | 6          | <79        | <20        | <20        | 0.78       | 1.3        | 1.9        | 2.7        | 1.9        |
| Chloromethane             | 74-87-3    | ug/m3                                                             | 5.2 | 3100                               | 3100                                            | 3100                                         | <5.2       | <2.5       | <0.51      | <2.6       | <51        | <13        | <13        | 1.1        | 3.1        | 1.6        | 1.7        | 0.91       |
| 1,3-Dichlorobenzene       | 541-73-1   | ug/m3                                                             | 15  | 100                                | 100                                             | 100                                          | <15        | <7.4       | <1.5       | <7.4       | <150       | <37        | <37        | <1.5       | 2.3        | <1.5       | <1.5       | <1.5       |
| Dichlorodifluoromethane   | 75-45-6    | ug/m3                                                             | 12  | NA                                 | 11000                                           | 11000                                        | <12        | <6.1       | 2.3        | <6.1       | <120       | <31        | <31        | 1.7        | 1.5        | 2.3        | 2.2        | 2.4        |
| c-1,2-Dichloroethylene    | 156-59-2   | ug/m3                                                             | 9.9 | 280                                | 280                                             | 280                                          | <9.9       | <4.9       | <0.98      | <4.9       | <98        | 200        | 94         | <0.97      | 1.7        | <0.98      | <0.98      | <0.98      |
| Ethylbenzene              | 100-41-4   | ug/m3                                                             | 11  | 340                                | 340                                             | 340                                          | <11        | 6.7        | 7.6        | 190        | <110       | <27        | <27        | <1.1       | 2.7        | 4.2        | 11         | 2.4        |
| Hexane                    | 110-54-3   | ug/m3                                                             | 310 | 24000                              | 24000                                           | 24000                                        | <32        | <16        | 3.2        | <16        | 630        | <79        | <79        | <3.1       | 3.9        | 6.7        | 11         | <3.1       |
| Styrene                   | 100-42-5   | ug/m3                                                             | 11  | NA                                 | 1500                                            | 1500                                         | <11        | <5.3       | 7.5        | 5.9        | <110       | <26        | <26        | <1.0       | 26         | <1.1       | 6.0        | 4.7        |
| Tetrachloroethylene (PCE) | 127-18-4   | ug/m3                                                             | 17  | 1400                               | 1400                                            | 1400                                         | 1200       | 1100       | 620        | 16         | 34000      | 37000      | 8000       | <1.7       | 54         | 9.0        | 5.7        | <1.7       |
| Toluene                   | 108-88-3   | ug/m3                                                             | 9.4 | 170000                             | 170000                                          | 170000                                       | <9.4       | 27         | 27         | 300        | <93        | 30         | 29         | 2.2        | 18         | 17         | 38         | 13         |
| Trichloroethylene (TCE)   | 79-01-6    | ug/m3                                                             | 13  | 67                                 | 67                                              | 67                                           | <13        | 11         | 8.5        | <6.6       | 1200       | 4000       | 1100       | <1.3       | 2.4        | <1.3       | <1.3       | 2.2        |
| Trichlorofluoromethane    | 75-69-4    | ug/m3                                                             | 14  | NA                                 | 15000                                           | 15000                                        | <14        | <6.9       | <1.4       | <6.9       | 350        | <35        | <35        | <1.4       | 1.5        | 1.5        | <1.4       | <1.4       |
| 1,2,4-Trimethylbenzene    | 95-63-6    | ug/m3                                                             | 12  | 2100                               | 2100                                            | 2100                                         | <12        | 100        | 4.4        | 120        | <120       | <30        | <31        | <1.2       | 3.9        | 13         | 2.9        | <1.2       |
| 1,3,5-Trimethylbenzene    | 108-67-8   | ug/m3                                                             | 12  | 2100                               | 2100                                            | 2100                                         | <12        | 29         | <1.2       | 54         | <120       | <30        | <31        | <1.2       | 2.2        | 2.7        | <1.2       | <1.2       |
| 2,2,4-Trimethylpentane    | 540-84-1   | ug/m3                                                             | 12  | NA                                 | 120000                                          | 120000                                       | <12        | 22         | 1.2        | 18         | 880        | <29        | <29        | <1.1       | 9.5        | 7.3        | 17         | 1.9        |
| Vinyl chloride            | 75-01-4    | ug/m3                                                             | 6.4 | 54                                 | 54                                              | 54                                           | <6.4       | <3.2       | <0.63      | <3.2       | <63        | <16        | <16        | <0.62      | 48         | <0.63      | <0.63      | <0.63      |
| Xylenes, Total            | 1330-20-7  | ug/m3                                                             | 22  | 7600                               | 7600                                            | 7600                                         | <22        | 84         | 43         | 910        | <220       | 32         | 32         | <2.2       | 30         | 27.4       | 55         | 13.2       |

1200

630

<50

Red shading indicates analyte exceeds the clean-up criteria  
Clear shading indicates analyte detected below clean-up criteria  
Green shading indicates analyte"Not Detected" above recommended detection level (RDL)





---

**To:** Denise Soldenski, City of Lapeer

**Prepared by:** Hazael Reynosa, WSP

**Reviewed by:** Keith Kotimko, WSP

**Date:** October 20, 2025

**Re:** City of Lapeer  
18 East Nepessing Street  
Cost Estimate for Building Demolition and Restoration

---

At the request of the City of Lapeer, Michigan (City), WSP USA Inc. (WSP) has prepared this estimated cost to demolish the building located at 18 East Nepessing Street in Lapeer, Michigan (Site) and prepare the Site for future public space use. Based on the assumptions and limitations outlined in this memorandum, the estimated cost is as follows:

| Phase                                                       | Estimated Cost    |
|-------------------------------------------------------------|-------------------|
| Mobilization, Demobilization, and General Requirements      | \$ 29,260         |
| Utility Disconnects                                         | \$ 28,690         |
| Asbestos Abatement and Removal of Other Regulated Materials | \$ 10,170         |
| Demolition, Disposal, and Recycling                         | \$ 33,465         |
| Environmental                                               | \$ 19,000         |
| Restoration                                                 | \$ 71,930         |
| Project Management and Administration                       | \$ 76,060         |
| Contingency                                                 | \$ 19,250         |
| <b>TOTAL</b>                                                | <b>\$ 287,825</b> |

Factoring the allowed accuracy range for the cost estimate classification (see below), the project cost is anticipated to be between **\$230,260 and \$374,175**. The main cost driver for this estimate is the environmental and restoration work to prepare the Site for future redevelopment, which has likely not been included in previous estimates the City has received. The environmental and restoration work, including scoping, contractor execution, and contingencies is roughly \$100,000 of the project total.

Scope, assumptions, and limitations associated with this provided cost estimate are provided in the following discussions.

## 1 BACKGROUND

The property consists of a commercial single-story building originally constructed in 1946 with an addition added in 1973. The building has a partial basement, about 2,040 square feet in area, and the building's total square footage is about 2,832 square feet.

The Site operated as a former dry cleaner business between 1962 and 1983 and office space thereafter. Historical use prior to 1962 is not fully known. The City acquired the property by foreclosure purchase in August 2013.



WSP performed a pre-demolition asbestos and regulated material survey (ARMS) at the property in January 2024. Results from the survey are detailed in WSP's report (*Pre-Demolition Asbestos and Regulated Material Survey, City of Lapeer, 18 East Nepessing Street*) dated March 22, 2024.

Miscellaneous pipe insulation was confirmed to contain asbestos and the roofing system and sealant were assumed to contain asbestos. Other Miscellaneous regulated materials were identified, including a mercury switch, fluorescent bulbs and ballasts, electronic waste, and some chemical containers.

Three known underground storage tanks (USTs) were in the grassy area on the south side of the property. One tank was removed by the Michigan Department of Environmental Quality (now Michigan Department of Environment, Great Lakes, and Energy [EGLE]) in 2017 and the other two USTs closed in place. Sampling performed by the State indicated contamination remains within the soil at the Site.

The City is interested in redeveloping the Site into public space, including a sitting area that overlooks Farmers Creek, Rotary Park, and an open field area. As part of the redevelopment, the portion of the building at the East Nepessing Street level will be demolished, the lower level (basement) filled, and a deck/platform with sitting area constructed on top.

## 2 STUDY METHODOLOGY

WSP performed a reconnaissance of the Site on January 30, 2025, with a representative from the City and was later authorized to prepare this cost estimate. WSP's cost estimates are developed on a resource and cost platform with a detailed work breakdown structure showing all anticipated activities. Some activities may be grouped based on execution assumptions. For each activity, the type, quantity, and duration for labor (e.g., project management, supervision, and laborers), equipment (e.g., excavator, loader, etc.), and indirect costs (e.g., materials, etc.) associated with the activity are then estimated. An assumed overhead and profit are also added. Unit cost information is sourced from comparable WSP projects, our contractors' previous undertakings, and prevailing market rates for scrap metal. General assumptions used in the development of the cost estimates include the following:

- Costs are based on 2025 United States dollars.
- Asset recovery prices reflect value for the month of June 2025.
- The daily rate used to calculate contractor man days is based on 8 hours or 10 hours per day per week, depending on the activity, on a five-day week.
- Hourly rates for non-union labor are utilized for the cost estimates.
- Pricing for contractor equipment and tools to be used by working crews were calculated using a standard per day cost.

WSP considers the presented cost estimates to be a Class 3 estimate in accordance with the Advancement of Cost Engineering (AACE) International Recommended Practice 18R-97: Cost Estimate Classification System – As Applied in Engineering, Procurement, and Construction for the Process Industries. A Class 3 estimate has an expected accuracy range of -20% to +30% with a project definition maturity level between 10% and 40%. As such a contingency of 10% has been added to the cost estimates.

## 3 DEMOLITION AND RESTORATION COST ESTIMATES

The removal of the building and restoration of the property will require the following main phases:



- Mobilization, demobilization, and general contractor requirements
- Utility disconnects
- Abatement of asbestos-containing materials (ACM) and removal of other regulated materials
- Partial demolition of the building, disposal, and recycling
- Environmental
- Restoration for future property use
- Project management and administration

Each of these phases, including assumptions used in the development of the estimated costs for each, are further described in the following sections.

### **Mobilization, Demobilization, and Contractor General Requirements**

Mobilization, demobilization, and contractor general requirements work includes the following activities:

- Preparation, submittal to the City, and revision of work plans as necessary prior to mobilizing to the Site.
- Mobilization of labor, equipment, and materials necessary for the work to the Site.
- Demobilization of labor, equipment, and materials from the Site.

Assumptions for the cost estimate for this phase include the following:

- The contractor will prepare a Site-specific health & safety and demolition work plan outlining their means and methods, procedures, and protections to perform the work.
- Mobilization and demobilization are estimated at 1 day each.
- Costs for project management and reviewing the contractor's work plans are included under Project Management and Administration.

### **Utility Disconnects**

Utility disconnect work includes the following activities:

- Disconnection of electrical, water, and sewer services.
- Temporary relocation of wiring on the utility pole at the southeast corner of the property.

Assumptions for the cost estimate for this phase include the following:

- Utility drawings were not reviewed for the Site. As such, the cost estimate assumes some excavation work will be required to disconnect water and sewer services. This will require some removal of contaminated soil and groundwater to perform the disconnection work. If services can be abandoned inside the basement, this will reduce the cost for this phase.
- Wiring on the utility pole has not been evaluated to fully understand power and cable disconnection and extent of temporary re-routing work. As such, a cost of \$12,000 has been allotted for this work but it could be as low as \$4,000.
- Utility disconnection work is estimated at 2 days.
- Costs for project management, engineering, contracting, contract administration, contractor oversight/monitoring, and reporting for this activity are included under Project Management and Administration.

### **Asbestos Abatement and Removal of Other Regulated Materials**

This phase includes the abatement of ACMs and removal of other regulated materials, including universal waste (electronic waste, mercury sources, batteries, lamps, etc.), chemicals remaining, and other non-



hazardous waste that is beneficial or required to be removed prior to demolition. Abatement of readily accessible ACMs will be conducted prior to demolition and ACM requiring demolition for access (e.g., roofing material) will be abated during demolition. Other regulated materials are removed prior to commencement of demolition. A contractor licensed in the State of Michigan will be procured to perform this work, with all materials properly containerized and transported off-Site for disposal or recycling, as appropriate, at licensed facilities.

Assumptions for the cost estimate for this phase include the following:

- ACMs and other regulated materials to be removed are outlined in the pre-demolition ARMS report prepared by WSP.
- No below grade piping systems are coated with ACM or polychlorinated biphenyls (PCBs). This would be a factor only if utility disconnection work required below grade work.
- PCBs are not present in building materials, such as caulks and paints. None was detected during the pre-demolition ARMS.
- Asbestos abatement and removal of other regulated material work is estimated at 2 days.
- Costs for project management, engineering, contracting, contract administration, contractor oversight/monitoring, and reporting for this activity are included under Project Management and Administration.

### **Demolition, Disposal, and Recycling**

This phase includes the partial removal of the building, disposal of construction and debris (C&D) waste and recycling of recyclable materials, such as steel and concrete masonry. Based on the future redevelopment plan, the basement level will remain and the above grade portion from the East Nepessing Street level will be demolished. With the basement level remaining, no floor slab, foundation, or other below grade work will be necessary.

The building will be carefully demolished via excavator situated on the sidewalk/parking area adjacent to the building on East Nepessing Street. Mats will be used to protect pavements from the excavator track. Small portions of the building will be gently pushed or crushed at a time, and materials will be dropped into the basement level that is to remain. Various attachments may be used for the excavator, such as bucket, ripper, or grapple. Removal of the building portion next to the adjacent business will be more carefully removed. A skidsteer will periodically remove the building materials from the basement utilizing the roll-up door on the southeast side of the building. C&D and recyclable materials will then be loaded into roll-off containers on the back side of the building. This will require an agreement with the adjacent property owner to utilize their parking area and driveway accessing North Saginaw Street.

Demolition work will be performed following the relocation of wiring on the southeast corner utility pole and completion of asbestos abatement and regulated material removal work. A contractor licensed in the State of Michigan will be procured to complete demolition work. All generated materials will be properly containerized (e.g., roll-off container) and transported off-Site for disposal or recycling, as appropriate, at licensed facilities. No materials will be left in the basement.

Assumptions for the cost estimate for this phase include the following:

- Approximately 9 feet of the basement level will remain, for the original and later addition portion of the building.
- Paint and/or coatings on building materials do not contain PCBs or lead at concentrations requiring the materials to be disposed of rather than recycled.



- A nearby fire hydrant will be available for contractor use, for dust control purposes.
- Waste generated during demolition activities can be disposed of off-Site as C&D waste.
- The parking and driveway on the adjacent property (south side) is accessible for use by the demolition contractor with no additional requirements (or costs) for use.
- Demolition work is estimated at 2 days.
- Costs for project management, engineering, contracting, contract administration, contractor oversight/monitoring, and reporting for this activity are included under Project Management and Administration.

### **Environmental**

With the intended future use for the property consisting of a sitting area that overlooks Farmers Creek, Rotary Park, and an open field area, trees along Farmers Creek would require removal or thinning (e.g., removal of some, trimming of others). To prevent the need to perform excavation work along Farmers Creek, which would then require embankment restoration to control erosion, WSP recommends leaving tree stumps in place.

Assumptions for the cost estimate for this phase include the following:

- A cost of \$11,000 has been allotted for cutting all trees and leaving stumps in place. Performing thinning instead of cutting all trees will reduce this cost.
- Environmental work is estimated at 2 days.
- Costs for project management, engineering, contracting, contract administration, contractor oversight/monitoring, and reporting for this activity are included under Project Management and Administration.

### **Restoration**

This phase includes preparing the Site for potential redevelopment. Work for this phase includes the following:

- Sealing the basement level, including removal of doors, the roll-up door, and window that would remain and filling/sealing with new concrete masonry unit (CMU) and mortar.
- Backfilling the basement envelope with imported clean fill and compacting the fill in layers until complete.
- Installing electrical conduit and stub-up for potential future electrical needs, such as night-time lighting for the deck area.
- Installing a concrete cap over the backfilled basement. Concrete will be 4 inches in thickness and include re-forcing steel.
- Installing railing along the perimeter of the new concrete slab to mitigate the new fall hazard.
- Restoring disturbed areas on the south side of the building and east side (during tree cutting).

Assumptions for the cost estimate for this phase include the following:

- About 9 feet of the basement level will remain, for the original and later addition portion of the building.
- No shoring or other stability measures for the basement walls will be necessary to accommodate backfilling and placement of the concrete slab.
- Restoration work is estimated at 10 days, not including a gap for curing of the new concrete slab before railing is installed. A temporary barricade will be installed during this gap period.



- Costs for project management, engineering, contracting, contract administration, contractor oversight/monitoring, and reporting for this activity are included under Project Management and Administration.

### **Project Management and Administration**

The successful completion of demolition projects requires resources to administer, scope, manage, perform/support, and monitor the completion of the work. Work necessary for the project typically includes the following. These activities are performed by the owner, contracted to a third-party engineering firm (e.g., owner's engineer), or performed jointly.

- Project management
- Project planning
- Preparing contractor scopes of work, including performing engineering, design, and studies/assessments as necessary
- Preparing and submitting permits necessary for the work
- Soliciting and reviewing bids from contractors and contractor selection and negotiation
- Reviewing contractor submittals (work plans, waste profiles, manifests, etc.)
- Contract administration
- Oversight/monitoring the execution of all work
- Reporting

A well-defined scope of work helps receive accurate bids from contractors to complete the work, preventing change orders or other incidents. Pre-demolition work typically involves the following:

- Reviewing existing Site drawings.
- Identifying and evaluating utility service connections to define the work necessary to isolate these connections to make features safe for demolition.
- Performing a pre-demolition ARMS to identify ACMs that must be abated and other regulated materials that must be removed (e.g., universal waste, hazardous waste, etc.) prior to demolition (this is already completed for the Site).
- Engaging with stakeholders and identifying necessary permits (and requirements) for the work, including utility disconnects, land disturbance, and demolition.
- Preparing Site-specific abatement, demolition, and restoration scopes of work/technical specifications and drawings to be included in a request for proposal (RFP) packages to receive bids from contractors.
- Reviewing contractor bids for selection.

Assumptions for the cost estimate for this phase include the following:

- No work will be performed in a right-of-way (ROW), requiring a ROW permit.
- Permits, and associated costs, will be obtained by the contractor performing the work, as is typical.
- Due to the relatively small size of the project, a contractor scope of work will be prepared for the project instead of a technical specification package. The scope of work will detail performance-based requirements for abatement, demolition, and environmental work; details for utility disconnection work; and a design for the concrete and railing work. The contractor will be responsible for identifying the appropriate means and methods to safely perform the work.





- Since the project will be issued by a government entity, it is assumed the project will be open bid. WSP recommends adding qualification requirements to the contractor RFP package that will help prevent companies that are not capable/qualified of performing the project from participating in the bid phase.
- Up to 6 bids will require review for selection.
- Contractor work will be monitored daily by a professional experienced in abatement and demolition work. The on-Site professional will be supported by office-based personnel, including a project manager and subject matter experts.

## 4 Limitations

The presented cost estimates are based on WSP's experience on similar demolition and restoration projects. For the cost estimate, WSP has identified the following risks that may have a moderate impact on the final price to complete the project:

- Utility Disconnects
  - If utilities can be disconnected from within the basement, no below grade removal work will be necessary and this cost will decrease.
  - It is not expected relocation of wiring on the southeast utility pole will require substantial work; however, WSP has seen a wide range of costs to perform similar work. We have allotted \$12,000 for this effort but this is considered high.
- Demolition, Disposal, and Recycling
  - The adjacent property owner will accommodate use of their parking area and driveway and not require some form of compensation, such as new pavement.
  - The new exposed wall and roof seam of the adjacent property owner on the west side will not require any construction work, whether cosmetic or other. If needed, the cost will not be borne by the City.

Additional considerations for the cost estimates include the following:

- WSP does not control the local or regional conditions at the time any contractor work is performed and therefore cannot guarantee the accuracy of our assumptions or estimates when the project is performed at a future date. Local and regional regulations, Site conditions, project expectations, and/or market conditions (labor, fuel, scrap, etc.) can change in the future, requiring a reassessment of the estimates.
- As each demolition contractor maintains and uses various pieces of heavy and specialty equipment within their fleet or selects to rent this equipment based on need or mobilization distances, the demolition cost estimate reflects equipment and attachments that are generally used for demolition work but may not reflect the specific items used by any one contractor.
- Equipment costs within the estimate reflect generally accepted market pricing but cannot account for cost rates associated with a contractor's internal equipment pricing program. The rate also reflects current market fuel costs, which will fluctuate from the time of the estimate to when the project starts.

# CITY OF LAPEER, 576 LIBERTY PARK, LAPEER, LAPEER COUNTY, MICHIGAN 48446

N-1

## 2026 MEETING DATES

In accordance with the Open Meetings Act, MCL 15.261 et. Seq., notice is hereby given that every meeting of the City Commission, Boards, Authorities and Commissions of the City of Lapeer shall be open to the public. Notice is further given that the following City Commission, Boards, Authorities and Commissions are regular meeting dates for 2026. A public notice of each special or rescheduled meeting will be posted at least 18 hours prior to the time of the meeting.

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

Address of the above locations are as follows:

Commission Chambers                      City Hall, 576 Liberty Park  
City Hall - 2nd Floor  
Conference Room                      City Hall, 576 Liberty Park  
Mt. Hope Cemetery                      1230 Park Street

Romona Sanchez, CMC, MiPMC3  
City Clerk

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



# MAT. TRANS.

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**To:** City Commission  
**Date:** December 1, 2025  
**RE:** Material Transmittals

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1. Planning Commission – Minutes – October 9, 2025.
2. Downtown Development Authority – Minutes – October 22, 2025.

**CITY OF LAPEER  
MINUTES OF A REGULAR  
PLANNING COMMISSION MEETING  
OCTOBER 9, 2025**

A regular meeting of the City of Lapeer Planning Commission was held at 6:30 p.m. on Thursday, October 9, 2025 at Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan.

**Members Present:** Chair Austin Kelly, Vice Chair Doug Roberts and Commissioners Deb Marquardt, Jeff Pattison, Marty Johnson, Audrey Brady and Josh Atwood.

**Members Absent:** Commissioners Mike Womack and Catherine Bostick-Tullius.

**Also Present:** Rowe Professional Services Company Planning Consultant Ben Keller and Recording Secretary Kimberly Hodge.

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

**AGENDA APPROVAL**

**266 2025 10-9 Agenda Approval**

Motion by Marquardt. Seconded by Atwood.

To approve the agenda for the October 9, 2025 meeting as presented.

**Ayes:** Commissioners Kelly, Roberts, Marquardt, Pattison, Johnson, Brady and Atwood.

**Nays:** None.

**Absent:** Commissioners Womack and Bostick-Tullius.

**MOTION CARRIED.**

**MINUTES**

**267 2025 10-9 Meeting Minutes**

Motion by Marquardt. Seconded by Brady.

To approve the minutes of the regular meeting held on September 11, 2025 as presented.

**Ayes:** Commissioners Kelly, Roberts, Marquardt, Pattison, Johnson, Brady and Atwood.

**Nays:** None.

**Absent:** Commissioners Womack and Bostick-Tullius.

**MOTION CARRIED.**

**PUBLIC COMMENTS**

There were no comments from the public.

**PUBLIC HEARINGS SCHEDULED**

**Rezoning – Stone – 4 E. Nepessing St. – B-2 to CBD-1**

Consultant Keller reviewed the request from Jack Stone to rezone the property known as 4 E. Nepessing Street from B-2 General Business to CBD-1 Central Business District. Keller reviewed the site location of the multi-tenant building, aerial photos of the site and surrounding area and uses, the zoning map and the Master Plan future land use map which shows the site planned for commercial-downtown. Keller reviewed the Master Plan language for Commercial-Downtown uses, the standards for approval of

the request, staff findings related to each standard, uses allowed in the current B-2 zoning classification and the apartment use permitted in the CBD-1 zoning classification.

Chair Kelly opened the public hearing at 6:37 p.m.

Keller read the following correspondence received into the record:

October 1, 2025

To: Zoning Board  
City of Lapeer, MI

RE: 4 Nepessing, Lapeer

Dear Board Members:

The property plans Mr. Jack Stone is acquiring and renovating next door to my property at 378 N. Saginaw, Lapeer meet with my total satisfaction. Since this project will be my immediate neighbor, I would appreciate your approval to his wishes as I believe it will improve the neighborhood.

Thank you for your attention to this.

Very Truly Yours,  
Charles Senick  
378 N. Saginaw St.  
Lapeer, MI 48446

Jake German of Dunaskiss Development was present representing the applicant and highlighted various items in the staff report supporting the rezoning request to CBD-1 and stated the project will be a positive investment, that the project will still have to go through the full site plan review process and the applicant is looking forward to working on the project for the site.

Jack Stone introduced himself, provided a brief review of his experience in building renovation and stated he is going to make the building into a jewel for downtown, that he previous built in the Lapeer area years ago, that he is asking to be shown the right way and for any help that can be provided to renovate the property into Riverside apartments and offices and that he will do a good job on the project.

There being no further comments, the public hearing was closed at 6:42 p.m.

**268 2025 10-9 Rezoning – 4 E. Nepessing St. – B-2 to CBD-1**

Motion by Kelly. Seconded by Atwood .

To recommend the City Commission approve the rezoning requested by Jack Stone for 4 E. Nepessing Street (PID: L20-19-100-040-00) from B-2 General Business to CBD-1 Central Business District because the request meets Standard #1 in Section 7.23.06.(b) for approval of a rezoning.

**Ayes:** Commissioners Kelly, Roberts, Marquardt, Pattison, Johnson, Brady and Atwood.

**Nays:** None.

**Absent:** Commissioners Womack and Bostick-Tullius.

**MOTION CARRIED.**

**Special Land Use – Taylor Auto – 1428 Imlay City Road**

Consultant Keller reviewed the request from Katrina Taylor & Patrick Yasso for approval of a Special Land Use in order to operate a Major Auto Repair shop at 1428 Imlay City Road. Keller reviewed the I-1 Industrial zoned site location, aerial and street level photos of the site and surrounding area and uses and the current Taylor Auto Repair operation on the adjacent parcel to the east. Keller stated no changes are proposed to the existing building other than the addition of an overhead door. Keller also reviewed the site diagram, standards of approval for the request and staff findings related to each standard.

Chair Kelly opened the public hearing at 6:51 p.m.

There being no comments, the public hearing was closed at 6:51 p.m.

**269 2025 10-9 Special Land Use – Taylor Auto - 1428 Imlay City Rd.**

Motion by Roberts. Seconded by Brady.

To approve the Special Land Use request by Katrina Taylor to permit a Major Auto Repair Shop at 1428 Imlay City Rd. because the request meets all standards in Section 7-19-04 for approval of a special land use.

**Ayes:** Commissioners Kelly, Roberts, Marquardt, Pattison, Johnson, Brady and Atwood.

**Nays:** None.

**Absent:** Commissioners Womack and Bostick-Tullius.

**MOTION CARRIED.**

**Zoning Ordinance Text Amendments – Articles 13, 15, 16 & 17**

Consultant Keller summarized the proposed Zoning Ordinance text amendments to various sections of Articles 13, 15, 16 and 17 including:

- 7-13.01 – Apartments on the first floor
- 7-15.01 – Building Appearance
  - Overhead Doors
  - Architectural Features
  - Building Materials
  - Building Colors
  - Landscaping
  - Tree Removal and Replacement
  - Waste Receptacles
  - Mechanical Equipment Screening
- 7-16-01 – Parking Space Requirements, Waivers, Deferment and Compliance
- 7-17 – Signs
  - Damaged Signs
  - Wall Signs
  - Awning & Canopy Signs
  - Monument Signs
  - Window Signs
  - Projecting Signs



Chair Kelly opened the public hearing at 7:10 p.m.  
There being no comments, the public hearing was closed at 7:10 p.m.

**270 2025 10-9 Text Amendments – Articles 13, 15, 16 & 17**

Motion by Kelly. Seconded by Pattison.

To recommend approval of the proposed text amendments to Zoning Ordinance Articles 13, 15, 16 and 17 to the City Commission.

**Ayes:** Commissioners Kelly, Roberts, Marquardt, Pattison, Johnson, Brady and Atwood.

**Nays:** None.

**Absent:** Commissioners Womack and Bostick-Tullius.

**MOTION CARRIED.**

**SITE PLAN REVIEWS**

There were no site plans to be reviewed.

**CORRESPONDENCE**

The Development Activities Report was reviewed.

**TRAINING**

Keller reviewed upcoming training opportunities and conferences and highlighted training points covered at the Michigan Association of Planning workshop on Transforming your Corridors with Housing.

**COMMISSIONER COMMENTS**

Commissioner Atwood summarized his observations of a property transformation to a mixed-use development in Grand Rapids.

Commissioner/Mayor Marquardt stated this will be her last Planning Commission meeting due to her not running for re-election as Mayor and that it has been a pleasure to serve on the Planning Commission.

Commissioner Roberts congratulated the Mayor and wished her well on her next endeavors.

Chair Kelly thanked Mayor Marquardt on her years of service to the community and thanked Mr. Stone for his interest in improving the property at 4 E. Nepessing Street.

**ADJOURNMENT**

There being no further business, the meeting was adjourned by consensus at 7:20 p.m.

**MEETING ADJOURNED**

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Debbie Marquardt  
Secretary

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Kimberly Hodge  
Recording Secretary

**CITY OF LAPEER  
MINUTES OF A REGULAR  
DOWNTOWN DEVELOPMENT AUTHORITY  
LAPEER MAIN STREET MEETING  
OCTOBER 22, 2025**

A regular meeting of the City of Lapeer Downtown Development Authority and Lapeer Main Street was held at Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan on Wednesday, October 22, 2025 at 8:00 a.m.

**Members Present:** Chair Catherine Bostick-Tullius, Vice Chair Tim Roodvoets, Megan Gillingham, Debbie Marquardt, Mindy Schwab, Jeff Hogan, Chris Herr, Jason Rogers, Dan Sharkey, Tammy Cutcher and Gerald Gaecke.

**Absent:** Buddy Beyer and Adam Perry.

**Also Present:** Executive Director James Alt, City Manager Mike Womack and Center for the Arts Executive Director Jill Lyons.

Chair Bostick-Tullius called the meeting to order at 8:01 a.m.

**AGENDA APPROVAL**

**227    2025    10-22                      Agenda Approval**

Moved by Schwab. Supported by Gillingham.

To add agenda items I.2 Lapeer Financial Sign Assistance Application, an additional Public Comments item after Old Business and to approve the agenda for the October 22, 2025 meeting as amended.

**Yeas:** Members Bostick-Tullius, Roodvoets, Gillingham, Marquardt, Schwab, Hogan, Herr, Rogers, Sharkey, Cutcher and Gaecke.

**Nays:** None.

**Absent:** Beyer and Perry.

**MOTION CARRIED.**

**PUBLIC COMMENTS**

There were no public comments at this time.

**CONSENT AGENDA**

**228    2025    10-22                      Consent Agenda**

Moved by Hogan. Supported by Cutcher.

To approve the Consent Agenda for October 22, 2025 as follows:

1. Approval of minutes of DDA meeting held on September 24, 2025; and
2. Approval of Treasurer Report and Bill Listing.

**Yeas:** Members Bostick-Tullius, Roodvoets, Gillingham, Marquardt, Schwab, Hogan, Herr, Rogers, Sharkey, Cutcher and Gaecke.

**Nays:** None.

**Absent:** Beyer and Perry.

**MOTION CARRIED.**

**EXECUTIVE COMMITTEE**

Chair Bostick-Tullius reported the Executive Committee met and worked on the Executive Director's performance evaluation, that the members will be receiving an email survey for participation in the evaluation and that the committee is researching purchasing liability insurance for the board members.

## **COMMITTEE REPORTS / MINUTES**

### **Outreach Committee**

There was not a report.

### **Business Development Committee**

Roodvoets reported the committee met and reviewed the recent downtown events, discussed the parking situation during the Parking Lot #9 reconstruction project in 2026 and the Downtown Dollars program.

Executive Director Alt reviewed potential changes to the Downtown Dollars program to generate revenue, an incentive program for downtown employees and parking for larger downtown events during the Parking Lot #9 reconstruction project.

### **Placemaking Committee**

Schwab reported the committee met and reviewed the Sign Assistance Program application from Lapeer Financial and discussed the Vibrancy Grant and potential replacement of the Pocket Parks rocks with mulch.

### **Events Committee**

Cutcher updated the board on the recent Haunted Ghost Tours event, the upcoming Ladies Night Out event and reported the committee is working on ways to draw people downtown other than the regularly scheduled events.

Discussion was held on the downtown business event survey and comments, the Friday Bike Night events, the recent Gilmore Girls event and business attendance/sales during various events.

## **OTHER REPORTS**

There were no additional sub-committee reports or business.

### **Center for the Arts**

Executive Director Lyons updated the board on current and upcoming Gallery 194 exhibits, art class attendance, upcoming art classes, attendance at Pix Theatre events and the recent History of Oakdale documentary which will be shown again on February 6<sup>th</sup>. Lyons reported a \$23,000 grant from the Lapeer County Community Foundation has been received to fund the new sound system in the Pix Theatre which will be installed over the Christmas holiday break. Lyons also updated the board on her attendance at the Midwest Arts Expo in Milwaukee including a session on rural presenting which identified the Lapeer Center for the Arts as a high performer in the number of yearly presentations compared to similar communities.

## **STAFF REPORT**

Executive Director Alt reminded the members the National Main Street and Michigan Main Street Accreditation Visit is scheduled for November 20<sup>th</sup> from 8:30 to noon, updated the board of the Pix Theatre mural and reported the DDA received a \$6,000 grant from the Lapeer County Community Foundation toward the mural costs. Alt also updated the board on the Michigan Main Street Fall Workshop held in Grosse Pointe which focused on board engagement, an Idea Book concept, adding an educational component to the DDA monthly meeting agendas and changes coming to the agenda format and the board meeting seating setup.

## **NEW BUSINESS**

### **November Meeting Date**

|                   |                    |                     |                                     |
|-------------------|--------------------|---------------------|-------------------------------------|
| <b><u>229</u></b> | <b><u>2025</u></b> | <b><u>10-22</u></b> | <b><u>November Meeting Date</u></b> |
|-------------------|--------------------|---------------------|-------------------------------------|

Moved by Schwab. Supported by Gillingham.

To reschedule the DDA November meeting date to 8:00 a.m. on Wednesday, November 19, 2025 due to the Thanksgiving holiday.

**Yeas:** Members Bostick-Tullius, Roodvoets, Gillingham, Marquardt, Schwab, Hogan, Herr, Rogers, Sharkey, Cutcher and Gaecke.

**Nays:** None.

**Absent:** Beyer and Perry.

**MOTION CARRIED.**

### **Sign Assistance Program – Lapeer Financial**

Alt reviewed the Sign Assistance Program applications from Lapeer Financial for new signage at 441 Clay Street.

|                   |                    |                     |                                                                 |
|-------------------|--------------------|---------------------|-----------------------------------------------------------------|
| <b><u>230</u></b> | <b><u>2025</u></b> | <b><u>10-22</u></b> | <b><u>Sign Assistance – Lapeer Financial – 441 Clay St.</u></b> |
|-------------------|--------------------|---------------------|-----------------------------------------------------------------|

Moved by Herr. Supported by Hogan.

To approve the Sign Assistance Program application from Lapeer Financial at 441 Clay Street for a total reimbursement of \$300.

**Yeas:** Members Bostick-Tullius, Roodvoets, Gillingham, Marquardt, Schwab, Hogan, Herr, Rogers, Sharkey, Cutcher and Gaecke.

**Nays:** None.

**Absent:** Beyer and Perry.

**MOTION CARRIED.**

## **OLD BUSINESS**

There was no Old Business.

## **PUBLIC COMMENTS**

Patrick Hingst, owner of Woodchips, addressed the board on various issues including his frustration with the lack of advocating for the downtown business owners, issues with the Bike Night events every Friday during the summer, resources spent on the various downtown events, that the event organizers need to work with the downtown businesses more, that downtown needs more all-inclusive events and that he feels the downtown

businesses are being taken for granted. Hingst challenged the DDA to be a unifying voice to advocate for downtown businesses, to work together with the businesses on downtown events, to work to draw people from outside the Lapeer community and to be less divisive and a more action-oriented DDA.

### **BOARD MEMBER COMMENTS**

Each board member present listed downtown businesses they had recently visited or supported.

Mayor Marquardt stated this is her last DDA meeting, that there is always room for improvements, that the Pix mural is a great addition to the north side of downtown and that any future plans in downtown should include improvements to handicap accessibility and parking.

Gaecke commented on adjustments needed to the Friday Bike Night events and ways to engage people in downtown.

Herr commented on reducing the number of Friday Bike Night events, that the Gilmore Girls event received a lot of coverage and that he is working on more events.

Sharkey left the meeting at 9:03 a.m.

Hogan commented on the negative comments the paper receives on the Friday Bike Night events, the need to listen to the community members and look at the events, including the Monday Car Cruise events, to determine how they support the downtown businesses.

Chair Bostick-Tullius commented on the need to utilize the survey feedback now and not wait until spring when the summer special event applications are submitted to the City Commission for approval.

### **ADJOURNMENT**

It was moved by Schwab and supported by Cutcher to adjourn the meeting at 9:14 a.m.  
**MEETING ADJOURNED.**

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Mindy Schwab, Secretary