



AGENDA
CITY OF LAPEER
LAPEER CITY COMMISSION
576 LIBERTY PARK, LAPEER, MI 48446
MARCH 3, 2025
810-664-5231 – www.ci.lapeer.mi.us

6:30 P.M. CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MARCH 3, 2025, AGENDA

A. MINUTES:

1. Minutes of the Special meeting held January 28, 2025.
2. Minutes of the Regular meeting held February 18, 2025.

B. PUBLIC COMMENTS:

C. CONSENT AGENDA:

1. Special Event: Historic Farmers Market of Lapeer, Downtown Lapeer, Wednesdays and Saturdays, 9 a.m. – 3 p.m., May 10 through October 25, 2025.

SUGGESTED MOTION:

Approve the Consent Agenda for March 3, 2025.

D. BILL LISTING:

1. Bill Listing for March 3, 2025.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the Bill Listing for March 3, 2025, in the amount of \$2,256.367.31.

E. PROCLAMATIONS, RECOGNITIONS AND RESOLUTIONS:

F. PUBLIC HEARINGS:

G. ADMINISTRATIVE REPORTS:

1. Set Public Hearing: Proposed 2025 Michigan State Housing Development Authority (MSHDA), MI-Neighborhood CDBG Rehab Grant Application.

SUGGESTED MOTION:

Recommend setting a Public Hearing for March 17, 2025, at 6:30 p.m. or as soon thereafter as may be heard for the receiving of public comment on the proposed 2025 Michigan State Housing Development Authority (MSHDA), MI-Neighborhood CDBG Rehab Grant application.

2. Property Lease Agreement – Grand Trunk Western Railroad Company.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the property lease agreement with Grand Trunk Western Railroad Company and authorize the City Manager to sign the necessary documents.

3. Military Aircraft Flyover – Friday Night Bikes.

SUGGESTED MOTION:

Approve a military flyover by a military aircraft during the Friday Night Bikes event, June 6, 2025, and authorize the City Manager to sign the necessary documents.

H. CITY MANAGER’S REPORT:

1. Joint Meeting – Discussion.
2. Various matters.

I. CITY ATTORNEY’S REPORT:

1. Various matters.

J. UNFINISHED BUSINESS:

1. Appointments to Boards and Commissions.

K. DEPARTMENTAL COMMUNICATIONS:

1. Downtown Development Authority Monthly Report.
2. Planning Commission 2024 Annual Report.

L. PUBLIC COMMENTS:

M. CLOSING COMMENTS:

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

N. REMINDER OF MEETINGS:

Next City Commission Meeting: **MONDAY, MARCH 17, 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 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 SPECIAL MEETING
JANUARY 28, 2025**

A special meeting of the Lapeer City Commission was held January 28, 2025, at the Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan. The meeting was called to order at 5:30 p.m.

ROLL CALL

Present: Mayor Marquardt.

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

Absent: None.

City Manager: Mike Womack, present.

Mayor Marquardt led the Pledge of Allegiance.

PUBLIC COMMENTS

Mark Smith from SMITH arenas gave a presentation on the development of the new facility at the former Polar Palace location, which will be completed in five phases with an anticipated opening date of March or April 2025, once the first phase is completed.

Fred Whitman spoke about pickleball courts.

Chris, Elba Township spoke about pickleball courts.

Alice, Elba Township spoke about pickleball courts.

John LaClair from the Lapeer Optimists Club spoke about Park Street / Parking Lot #9 projects.

June, spoke about pickleball.

2025-2026 BUDGET AND CAPITAL IMPROVEMENT PROJECTS

City Manager Womack indicated that last year the City Commission asked to be a part of the budget discussions sooner, and this is a good opportunity to do that. This is what the department heads are looking to do over the next year. Tonight, he is asking what the Commission is interested in going forward with, and this is an opportunity to ask questions of the Department Heads. Here is a list of what has been asked for by each of the department head's budget requests. Discussion by department was as follows:

1. Building Department
 - Vehicle for Building Official
 - Office Furniture for Building Department staff
2. City Clerk
 - Agenda Management Program
 - Election equipment
3. Department of Public Works
 - ADA entrance on City Hall building.
 - Mill and overlaid asphalt On Nepessing from M-24 to Calhoun Street.
 - Remove and replace brick or replace with stamped concrete along downtown Nepessing Street.

- Add a fuel monitoring system for our diesel tank and bring the tank to code.
 - Replace 60 more faded and non-reflective street signs.
 - Obtain a new sewer camera.
 - Develop a new maintenance program for WWTP (requires software).
 - Complete Park St, Pine St. and Parking Lot #9 project.
 - Core out and level 35 manholes to match existing street level grade.
 - Complete crack-sealing on several roads.
4. Wastewater Treatment Plant
- Electric gate.
 - Maintenance program software.
 - Flex rake drum assembly.
 - Triton aerator.
 - Oxidation ditch cleanout.
 - Boiler replacement.
 - Influent gate valve replacement.
 - Secondary effluent pumps.
 - PEW pump replacement.
 - Progressing cavity pump replacement.
 - Concrete (stairs) replacement.
 - Sludge transfer pumps.
5. Fire Department
- New parking lot and fix driveway on north side of apparatus bay.
 - Complete two-year replacement of fire hoses and associated connectors and sprayers.
 - Hire an additional full-time fire officer.
 - Add two new paid-call firefighters, plus training costs.
 - Add EMS first responder licensing.
6. Finance Department
- No requested CIP or major changes at this time.
7. Housing Department
- Demolition of 18 Nepessing/Creation of public space at 18 Nepessing.
 - 405 S. Elm new single-family home, possible duplex.
8. Parks, Recreation and Cemetery
- Add a pavilion at the Community Center.
 - Replace Community Center boilers.
 - Begin replacing downtown trash receptacles to city standards.
 - Add artwork to the M-24 Tunnel.
 - Install a cupola on the roof of the Oakdale pavilion.
 - Build a new single-track loop (1.25 miles) at the Oakdale Trails.
 - Potentially add an additional disc golf course on the Oakdale property.
9. Police Department
- FLOCK camera system
 - New police badges
 - Lobby bullet resistant glass and ballistic board
 - Body armor replacement
 - Implementation of Community Partnership Program

It was the consensus of the Commission to take a break 6:45 p.m. and return to the special meeting at 6:53 p.m.

CITY OF LAPEER – SPECIAL ASSESSMENT POLICY

City Manager Womack presented the current Special Assessment Policy, along with a few options to discuss. The City is required to carry out the existing special assessment policy and will continue to bill the properties that still owe on special assessments. The Commission held a lengthy discussion about the options to change this policy and it was decided that Commissioners Brady and Petrie would form a subcommittee to work with City Manager Womack and City staff to develop a new Special Assessment Policy.

UPDATING THE 2021-2026 GOALS AND OBJECTIVES

City Manager Womack presented the current 2021-2026 Goals and Objectives plan to the City Commission for review of those items that have been accomplished and could be eliminated going forward. Discussion was held regarding past practices versus future practices for establishing goals and objectives. Ideas generated included getting public input by means of questionnaires distributed with property tax bills, on the City website, via e-mail, and conducting public forums. City Manager Womack suggested hiring a company to conduct the survey and to compile the community responses.

Discussion was held regarding how the City Commission would move forward with Goals & Objectives process.

It was the consensus of the Commission to figure out a plan to conduct a survey and hold a public forum because more in-depth input is needed from the public. Also, staff will look into how to develop a plan to get the word out and gain the public's feedback, then develop the survey itself.

11 2025 01-28 ADJOURNMENT

Having no further business, Mayor Marquardt adjourned the meeting at 8:02 p.m.

Debbie Marquardt, Mayor

Dana E. Jansen, Deputy City Clerk

**LAPEER CITY COMMISSION
MINUTES OF A REGULAR MEETING
FEBRUARY 18, 2025**

A regular meeting of the Lapeer City Commission was held February 18, 2025, at the Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan. The meeting was called to order at 6:30 p.m.

ROLL CALL

Present: Mayor Marquardt.

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

Absent: None.

City Manager: Mike Womack, present.

City Attorney: T. Allen Francis, present.

Mayor Marquardt led the Pledge of Allegiance.

18 2025 02-18 AGENDA APPROVAL

Moved by Petrie. Seconded by Glisman.

Approve the Agenda for February 18, 2025, with the removal of Item G-3, First Street and Second Street Design Engineering.

Ayes: Atwood, Glisman, Petrie, Swindell.

Nays: Brady.

MOTION CARRIED 4-1.

19 2025 02-18 MINUTES

Moved by Brady. Seconded by Swindell.

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

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

Nays: None.

MOTION CARRIED.

PUBLIC COMMENTS

Melissa Petrie gave an invocation.

20 2025 02-18 CONSENT AGENDA

Moved by Atwood. Seconded by Swindell.

Approve the consent agenda for February 18, 2025, as presented:

1. Secondhand Dealer License & Pawnbroker License – Cash for All Pawn.

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

Nays: None.

MOTION CARRIED.

21 2025 02-18 BILL LISTING

Moved by Brady. Seconded by Swindell.

Approve the bill listing for February 18, 2025, in the amount of \$2,015,936.00.

ON A ROLL CALL VOTE.

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

Nays: None.

MOTION CARRIED.

ADMINISTRATIVE REPORTS:

22 2025 02-18 CRAMTON PARK – TENNIS & PICKLEBALL COURT PROJECT

Moved by Swindell. Seconded by Atwood.

Approve MLR Engineering proposal for site design and specifications for Cramton Park Tennis and Pickleball Courts project, for an amount not to exceed \$21,500, and authorize the Director of Parks, Recreation and Cemetery to sign the necessary documents.

ON A ROLL CALL VOTE.

Ayes: Brady, Glisman, Swindell, Atwood.

Nays: Petrie.

MOTION CARRIED 4-1.

23 2025 02-18 DEMILLE PATHWAY ARTWORK PROJECT

Moved by Swindell. Seconded by Atwood.

Approve the artwork design for the DeMille Pathway Artwork Project.

Ayes: Atwood, Swindell.

Nays: Brady, Glisman, Petrie.

MOTION FAILED 2-3.

24 2025 02-18 NEPESSING STREET (M-24 TO MASON STREET) MILL & OVERLAY

Moved by Brady. Seconded by Glisman.

Approve the contract with ACE-Saginaw Paving Company for the milling and resurfacing of Nepessing Street, from M-24 to Mason St, for amount not to exceed \$124,000 and authorize the Director of Public Works or the City Manager to sign the necessary documents.

ON A ROLL CALL VOTE.

Ayes: Glisman, Swindell, Atwood, Brady.

Nays: Petrie.

MOTION CARRIED 4-1.

CITY MANAGER'S REPORT

City Manager Womack commented that Commissioner Petrie asked about doing rehabilitation on 18 E. Nepessing Street as opposed to demolishing the property. Previously staff had been directed to demolish the building, because the cost to rehabilitate it would be extensive. He then asked the Commission for further direction on what they would like to staff to do with this property.

25 2025 02-18 18. E NEPESSING - DEMOLITION

Moved by Swindell. Seconded by Glisman.

To direct the City Manager to continue to work to demolish 18 E Nepessing, as he has already begun.

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

Nays: None.

MOTION CARRIED.

City Manager Womack asked if any of the Commissioners would to like volunteer their time to have a booth at the Lapeer Community Expo on Sunday, April 27, 2025. He continued stating the Budget Workshops will take place on April 14, 2025, and April 24, 2025, at 4:00 p.m. City Manager Womack provided an explanation about Housing Tax Increment Finance and asked if the commission is interested in learning more about this topic.

Commissioner Brady explained what Community Partnership Mapping is and asked if the other commissioners would be interested in participating in this opportunity.

CITY ATTORNEY'S REPORT

None.

UNFINISHED BUSINESS

26 2025 02-18 APPOINTMENT – EDC/TIFA/BROWNFIELD

Moved by Brady. Seconded by Atwood.

To confirm the Mayor's re-appointment of Jannice Ferdon to the EDC/TIFA/Brownfield Redevelopment Authority for a term to expire March 1, 2031.

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

Nays: None.

MOTION CARRIED.

27 2025 02-18 APPOINTMENT – PRISON LIAISON COMMITTEE

Moved by Swindell. Seconded by Brady.

To reappoint Jeremy Howe and Mike Vogt to the Prison Liaison Committee for terms to expire April 1, 2028.

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

Nays: None.

MOTION CARRIED.

DEPARTMENTAL REPORTS

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

PUBLIC COMMENTS

None.

MAYOR/COMMISSIONER COMMENTS

Commissioner Glisman: Bravo and thank you to the DPW workers who braved the cold and fixed the water main break; all the work is deeply appreciated. Bring your ideas for celebrating the nation's 250th Anniversary.

Commissioner Atwood: Wished everyone a good night.

City Manager Womack: George Washington was age 57 when he became president and Abraham Lincoln was age 52.

Mayor Marquardt: Thanked the DPW workers for fixing the water main break and for plowing all the snow on the streets and sidewalks.

28 2025 02-18 ADJOURNMENT

Having no further business, Mayor Marquardt adjourned the regular meeting at 7:48 p.m.

Debbie Marquardt, Mayor

Romona Sanchez, City Clerk

To: Mike Womack, City Manager
From: Jeremy Howe, Chief of Police
Date: February 25, 2025
RE: Special Event – Farmers Market

STAFF RECOMMENDATION

Approve the event.

CURRENT OR NEW INFORMATION

We have received a request from the Historic Farmers Market of Lapeer to hold their annual Farmers Market every Wednesday and Saturday, starting May 10th, 2025, ending October 25th, 2025. The event will occur every Wednesday and Saturday. The time of the event will be from 9:00 a.m. to 3:00 p.m., with set up occurring around 7:30 a.m. There will be multiple vendors selling produce, plants, foods, homemade goods and crafts. The market will utilize downtown Lapeer on the historic Courthouse Square. Parking spaces along W. Nepessing on the south side between Cedar and Court streets and along the Courthouse Square will be utilized for the event (see map).

This event will require assistance from the City of Lapeer DPW to put out five picnic tables and three trash containers and barricades. There is a request for electricity at the pavilion and front light pole. This event at times conflicts with other events that are to be held within the downtown area, the Market will require relocation during the Lapeer Days Festival.

See SE PDF Farmers Market 2025

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

Annual event

AGENDA ITEM REVIEW

Meeting Date: March 3, 2025

Date Reviewed: February 25, 2025

Consent: X

Administrative:

Reviewed By: City Clerk's Office

Public Hearing:

ID # 803206279 *SEE ATTACHED
NON-PROFIT
Beginning 2025 year

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)

Historic Farmers Market of Lapeer Inc. Phone # 810-882-8032

Address

1811 Northview Dr., Lapeer MI 48446

Organization Event
Coordinator/Contact

Denise Becker Phone # 810-882-8032

Event Coordinator/
Contact Address

1811 Northview Dr., Lapeer, MI 48446

Coordinator/Contact Email

kdjakk@hotmail.com

Event Name

Historic Farmers Market of Lapeer

Purpose of Event

To provide our community access to locally grown foods & food benefits.

Event Location

Downtown Lapeer

Have you
reserved your
park/pavilion?

☐ Yes / ☐ No

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

Along W. Noyes St. - Courthouse Sq.

Date of Event

WED. & SAT.
May 10th - Oct. 25th

Event Time

Setup 7:30am
Hours 9am - 3pm

of Event

Organizational Team

5

of Expected

Attendees:

VARIES

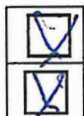
Describe the activities

taking place at your event:

Market Vendors selling local produce, eggs, honey, maple syrup, baked goods, crafts, plants
providing EBT/SNAP & Double Up Food Bucks for

Please check what will be part of your event:

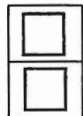
Our Community



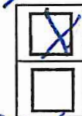
Music
OCCASIONALLY
Tents



Animals
(such as a petting zoo)
Wedding



Selling of food*
Selling of drinks*



Posted Signage of
Event*
Liquor/Beer or Wine*

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

*See Rules and Regulations

Please check what you request the City to supply:

FOR OFFICE USE ONLY:

SPECIAL EVENT REVIEW COMMITTEE APPROVALS

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

Possibly front light pole.

☒ Picnic Tables Qty: <i>14</i>	☒ Electricity Turned on/off <i>Pavilion and</i>	☐ Other:
☐ Trash Containers Qty:	☐ Road Crossing Guards Qty:	
☐ Road Closures 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	☒ Other Non-Profit Event	☐ Political or Ballot Issue Event
☒ Co-Sponsored Event	☐ Other For-Profit Event	

INDEMNIFICATION AGREEMENT

The *Historic Farmers Market of Lapeer Inc.* 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: *Denise Becker* Date: *Jan. 1-21-25*

Witness: _____ Date: _____

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

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

Normal Event Schedule

(e.g., third weekend in July): *WED & SAT. 1st or 2nd SAT. of May thru Last SAT in Oct.*

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:

Vendors Along Courthouse Square along W. Nepesing St.

* Current Ins. Goes to 4/8/25
Will bring in new policy before it expires.

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.

1-21-25
Date

Renee Beckus
Signature of Sponsoring Organization's Agent

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

Be sure to include the following with the application:

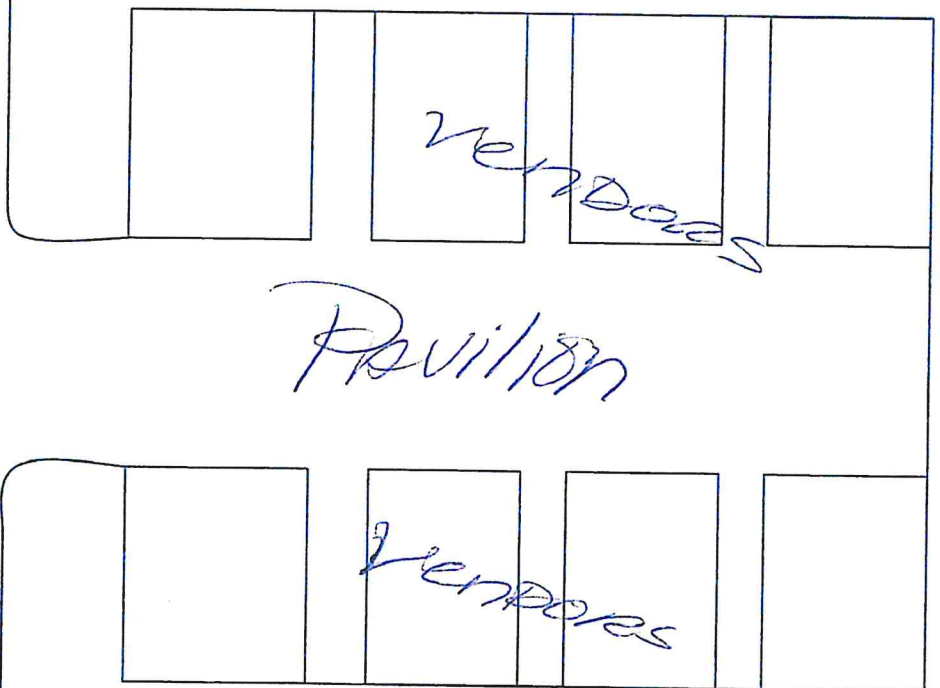
☒	Complete Signed Application.
☐	Park Reservation (as needed).
☒	Certificate of Insurance - Naming City of Lapeer as additionally insured.
☒	Event Map.
☒	If Non-Profit provide proof of IRS 501c(3) status.

Historic
Overlook

* Wednesday & Saturdays
May 18th - Oct 25th
2025

Flower
Garden

Brick walk



Vendors along center

Vendors Tent Along sidewalk edge



Parking lot
w/ Neppes

Possible
Vendor



HISTO-2

OP ID: CI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2024

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

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

PRODUCER Westfield Services MI PO Box 707 Westfield Center, OH 44251 Westfield Services House	800-236-3884	CONTACT NAME: Westfield Services House PHONE (A/C, No, Ext): 800-236-3884 FAX (A/C, No): 614-796-7906 E-MAIL ADDRESS: CarePL@westfieldservices.com
INSURED Historic Famers Market of Lapeer 1811 Northview Drive Lapeer, MI 48446		INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Touchstone Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 16448

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		3856835	03/12/2024	03/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			3856835	03/12/2024	03/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The County of Lapeer is included as additional insured on the General Liability with respect to ongoing operations of the named insured for the certificate holder as required by written contract. All policy terms, conditions and exclusions apply.

CERTIFICATE HOLDER

CANCELLATION

COULA-2

The County of Lapeer
255 Clay Street
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

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

ID Number: 803206299[Request certificate](#)[Return to Results](#)[New search](#)**Summary for:** HISTORIC FARMERS MARKET OF LAPEER, INC.**The name of the DOMESTIC NONPROFIT CORPORATION:** HISTORIC FARMERS MARKET OF LAPEER, INC.**Converted from:** HISTORIC FARMERS MARKET OF LAPEER LLC on 4/24/2024**Entity type:** DOMESTIC NONPROFIT CORPORATION**Identification Number:** 803206299**Date of Incorporation in Michigan:** 07/08/2016**Purpose:** Other**Term:** Perpetual**Most Recent Annual Report:****Most Recent Annual Report with Officers & Directors:****The name and address of the Resident Agent:****Resident Agent Name:** DENISE BECKER**Street Address:** 1811 NORTHVIEW DR**Apt/Suite/Other:****City:** LAPEER**State:** MI**Zip Code:** 48446**Registered Office Mailing address:****P.O. Box or Street Address:****Apt/Suite/Other:****City:****State:****Zip Code:****Act Formed Under:** 162-1982 Nonprofit Corporation Act**Acts Subject To:** 162-1982 Nonprofit Corporation Act

The corporation is formed on a Directorship basis.

Written Consent**View filings for this business entity:**

ALL FILINGS

ANNUAL REPORT/ANNUAL STATEMENTS

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

RESTATED ARTICLES OF INCORPORATION

RESTATED ARTICLES OF INCORPORATION



ITEM D-1

To: Mayor and City Commission
From: Kelly Hanna, Director of Financial Services
Date: February 26, 2025
RE: Bill Listing – February 14, 2025, through February 27, 2025

STAFF RECOMMENDATION

Approve the bill listing as presented.

CURRENT OR NEW INFORMATION

I, Kelly Hanna, Director of Financial Services, have reviewed the bills for February 14, 2025, through February 27, 2025, in the total amount of **\$2,256,367.31** and find them to be proper charges.

AGENDA ITEM REVIEW

Meeting Date:	March 3, 2025	Date Reviewed:	February 26, 2025
Consent:			
Administrative:	X	Reviewed By:	City Clerk's Office
Public Hearing:			

CHECK REGISTER FOR CITY OF LAPEER
CHECK DATE FROM 02/14/2025 - 02/27/2025

Check Date	Check	Vendor Name	Amount
02/27/2025	598762	LAPEER COMMUNITY SCHOOLS	1,366,323.06
02/27/2025	598761	LAPEER CO TREASURER	256,112.15
02/27/2025	598759	LAPEER CO INTERMEDIATE SCHOOL	225,569.64
02/27/2025	598763	LAPEER DISTRICT LIBRARY	70,393.87
02/27/2025	2767(E)	DTE ENERGY	69,913.44
02/27/2025	2789(A)	ROWE INC	42,205.00
02/27/2025	2795(A)	US BANK TRUST COMPANY, N A	40,333.13
02/25/2025	2766(E)	US BANK	25,396.97
02/27/2025	598753	GREATER LAPEER TRANS AUTH	19,682.88
02/27/2025	2785(A)	MICHIGAN MUNICIPAL WORKERS	18,813.00
02/27/2025	598772	STATE OF MICHIGAN	17,409.94
02/27/2025	2773(A)	COMPASS MINERALS AMERICA INC.	11,235.57
02/27/2025	598756	KEMIRA WATER SOLUTIONS	9,811.30
02/27/2025	598748	DIAMOND TIER CONSTRUCTION LLC	9,150.00
02/27/2025	2776(A)	DOWNTOWN DEVELOPMENT AUTHORITY	7,856.71
02/27/2025	598740	BETTER BUY FLAG	6,672.42
02/27/2025	2768(E)	WEX BANK	6,085.63
02/27/2025	2792(A)	SPICER GROUP	5,012.50
02/27/2025	2770(A)	ABM COMMERCIAL CLEANING	3,300.00
02/27/2025	598744	CHILDERS, DIANA JEAN	3,210.59
02/27/2025	598758	LAPEER CO DRAIN COMMISSION	3,159.93
02/27/2025	2774(A)	CORRIGAN OIL II, INC.	3,072.06
02/27/2025	598743	CARQUEST OF LAPEER	3,070.95
02/27/2025	2777(A)	ELECTIONSOURCE	2,835.00
02/27/2025	2771(A)	AFFINITY VALUATION GROUP	2,500.00
02/27/2025	598768	PHIL STARR & SON	2,047.37
02/27/2025	2783(A)	MAUK, JODI	1,920.00
02/27/2025	2791(A)	SMITH, SHANNON	1,920.00
02/27/2025	598775	TETRA TECH, INC.	1,877.21
02/27/2025	2772(A)	BLUE FLAME PROPANE INC	1,851.43
02/27/2025	598757	KENT COMMUNICATIONS INC.	1,763.62
02/27/2025	2793(A)	SZOTT FORD	1,630.59
02/27/2025	2778(A)	EXTRACTOR CORPORATION	1,509.00
02/27/2025	2769(E)	WINDSTREAM	1,378.11
02/27/2025	598774	T. P. ISRAEL CO INC	1,110.00
02/27/2025	2794(A)	TAYLOR, SARAH	1,062.50
02/27/2025	2781(A)	JOHNSON CONTROLS SEC. SOLUTIONS	932.06
02/27/2025	598778	VILLAGE PRINTING	724.00
02/27/2025	598765	MGS ELECTRIC INC.	660.00
02/27/2025	2780(A)	GRANITE TELECOMMUNICATIONS, LLC	575.08

02/27/2025	598779	WHITE'S GARAGE DOOR	547.60
02/27/2025	598738	ACTION MUNICIPAL SUPPLY, LLC	518.12
02/27/2025	598755	JAY'S SEPTIC	510.00
02/27/2025	2788(A)	PARAGON LABORATORIES, INC.	418.00
02/27/2025	2779(A)	FASTENAL COMPANY	337.69
02/27/2025	2796(A)	WILKINSON SOLUTIONS	304.00
02/27/2025	598777	UNIFIRST CORPORATION	302.13
02/27/2025	598745	CHURCH, RODNEY	238.00
02/27/2025	598764	MARCO TECHNOLOGIES, LLC	236.51
02/27/2025	598741	CANNELL, RONALD	200.33
02/27/2025	2786(A)	MUNICIPAL EMERGENCY SERVICES, INC	200.00
02/27/2025	598749	E & L SERVICE, INC	200.00
02/27/2025	598750	ECKER MECHANICAL CONTRACTORS, INC	200.00
02/27/2025	598747	CRAIG'S SIGNS	195.00
02/27/2025	598739	ARNOLD'S AUTO WASH	184.00
02/27/2025	2782(A)	LAPEER AREA CHAMBER OF COMMERC	175.00
02/27/2025	598746	CLARK, ELIZABETH R	175.00
02/27/2025	598767	MICHIGAN DANCE COMPANY	175.00
02/27/2025	2784(A)	MES LIFE SAFETY LLC	155.99
02/27/2025	2790(A)	SHORELINE INVESTMENT SERV. INC.	108.95
02/27/2025	598742	CAPITOL SUPPLY & SERVICE, INC	100.00
02/27/2025	598752	GOYETTE MECHANICAL	100.00
02/27/2025	598754	INCOME POWER LLC	100.00
02/27/2025	598769	SAM'S CLUB	95.00
02/27/2025	598776	THE COUNTY PRESS	85.00
02/27/2025	598773	STATE OF MICHIGAN	80.00
02/27/2025	598766	MI STATE FIREMEN'S ASSOC	72.85
02/27/2025	598760	LAPEER CO REGISTER OF DEEDS	60.00
02/27/2025	598771	SHIRLEY'S DRY CLEAN. & ALTERATIONS	59.85
02/27/2025	2787(A)	ON DUTY GEAR, LLC	48.99
02/27/2025	598770	SANCHEZ, ROMONA	48.78
02/27/2025	2775(A)	DES MOINES STAMP	41.00
02/27/2025	598751	ERIC HORNER	7.81
TOTAL			<u><u>\$2,256,367.31</u></u>



ITEM G-1

To: Lapeer City Commission, Mayor, City Manager and City Attorney
From: Shelley Lincoln, Housing Grant Administrator
Date: February 20, 2025
RE: Set Public Hearing for the March 17, 2025

STAFF RECOMMENDATION

The Housing Improvement Department is requesting approval for a Public Hearing to be conducted at the March 17, 2025 City Commission meeting. This public hearing is provided so that the public may comment on the proposed 2025 Michigan State Housing Development Authority (MSHDA), MI-Neighborhood CDBG Rehab Grant application for homeowners who reside within the city limits of Lapeer.

CURRENT OR NEW INFORMATION

As required by MSHDA and CDBG, a Public Hearing is requested to be held on March 17, 2025 for the City of Lapeer Housing Improvement Department to allow the following from the public:

1. Public comments regarding the grant application and submission of the 2025 Michigan State Housing Development Authority (MSHDA), MI-Neighborhood CDBG Rehab Grant.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

None.

AGENDA ITEM REVIEW

Meeting Date:	March 3, 2025	Date Reviewed:	February 24, 2025
Consent:			
Administrative:		Reviewed By:	City Clerk's Office
Public Hearing:	X		



CITY OF LAPEER
NOTICE OF PUBLIC HEARING
FOR MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FUNDING FOR 2025 MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY (MSHDA)
MI-NEIGHBORHOOD CDBG REHAB GRANT

The City of Lapeer's Housing Improvement Department will conduct a public hearing on Monday, March 17, 2025, at 6:30 p.m., or as soon thereafter as may be heard, in the Commission Chambers of Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan for the purpose of affording citizens an opportunity to examine and submit comments on the proposed application for a CDBG grant.

The City of Lapeer Housing Improvement Department proposes to use Michigan State Housing Development Authority (MSHDA), MI-Neighborhood CDBG grant funds in the amount of \$200,000 for income qualified homeowners located within the city limits of Lapeer. Eligible repairs include roofing, electrical, plumbing, HVAC, energy efficiency upgrades as well as interior and exterior rehabilitation repairs. To be deemed eligible, homeowners must have an income limit at or below 80% Area Median Income (AMI), be the owner of the property, and the home must be their primary place of residence. All activities, upon completion, will benefit low- to moderate- income households. Zero people are expected to be displaced as a result of the proposed activities.

Further information, including a copy of the City of Lapeer's Master plan, Goals and Objective, and Anti-Displacement policy and CDBG application is available for review. To inspect the documents, please contact **Shelley Lincoln, Grant Administrator, (810) 245-4212** or review at City of Lapeer Housing Improvement Department, 544 N. Saginaw Ste. 109, Lapeer Michigan 48446. Comments may be submitted in writing through **March 17, 2025, by 1 p.m.** or made in person at the public hearing. Citizen views and comments on the proposed application are welcome.

The City of Lapeer will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials at the meeting, upon five (5) days' notice to the City of Lapeer by writing or calling the City Manager's Office, Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan, 48446, (810)664-5231. Persons with limited English proficiency requiring language translation assistance under Title VI of the Civil Rights Act of 1964 will be provided, free of charge, interpreter services upon seven (7) days' notice to the City of Lapeer by writing the City Manager's Office, Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan, 48446. Las personas con conocimientos limitados del inglés traducción en el idioma que requieren asistencia en virtud del Título VI de la Ley de Derechos Civiles de 1964 será proporcionado, a título gratuito, servicios de interpretación a siete (7) días de anticipación a la Ciudad de Lapeer con la redacción de la oficina del Gerente de la ciudad, Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan, 48446.





ITEM G-2

To: Mike Womack, City Manager
From: Rodney Church, Director of Parks, Recreation & Cemetery
Date: January 13, 2025
RE: Property Lease Agreement – Grand Trunk Railroad Company

STAFF RECOMMENDATION

To approve the Grand Trunk Railroad Company Property Lease agreement and authorize the City Manager to sign the agreement.

CURRENT OR NEW INFORMATION

The current lease expired in 2021, and the new lease agreement replaces the old one. The lease is for the land owned by Grand Trunk Railroad Company (CN) that the parking lot and depot platform currently sit on. Under the old lease agreement, the City paid Grand Trunk Railroad Company (CN) \$100 annually. In the proposed new agreement, the City will have to pay Grand Trunk Railroad Company (CN) \$575 annually. Grand Trunk Railroad Company (CN) honored the old agreement lease fee of \$100 for years 2022 and 2023. In addition to the increased annual lease amount the new agreement requires the City to take out additional insurance coverage for Environmental Premise Liability. The additional insurance coverage will cost \$2,060. The proposed lease renewal will expire on September 30, 2031.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

AGENDA ITEM REVIEW

Meeting Date:	March 3, 2025	Date Reviewed:	February 25, 2025
Consent:			
Administrative:	X	Reviewed By:	Clerk's Department
Public Hearing:			

This Lease cancels and supersedes Lease No. 2010/3003668 between Grand Trunk Western Railroad Company and City of Lapeer dated October 30, 2001, as well as all subsequent extensions and amendments.

PROPERTY LEASE AGREEMENT

Lease No. 2010/3003668

THIS Property Lease Agreement (“Lease”) made as of the 27 day of May 2024 by and between **GRAND TRUNK WESTERN RAILROAD COMPANY** as Lessor (hereinafter called “Railroad”), with offices located at 17641 S Ashland Ave, Homewood, IL 60430 and **CITY OF LAPEER**, whose mailing address is 576 Liberty Park, Lapeer, MI 48446 and whose telephone number is 810-664-2902 and email address is rchurch@ci.lapeer.mi.us as Lessee (hereinafter called the “Lessee”).

WITNESSETH, that the parties hereto, for and in consideration of the performance of the covenants, conditions and agreements hereinafter expressed, agree as follows:

1. LEASE OF PREMISES. Railroad leases to Lessee and Lessee leases from Railroad, upon the terms, covenants and conditions herein contained, the use of the property consisting of 0.72 acres, more or less, as shown Exhibit A, attached hereto and made a part hereof, (hereinafter called the “Premises”), located at or near Milepost 289.94 – 290.10 off the Flint Subdivision, County of Lapeer, State of Michigan.

The Premises are to be used by Lessee and Lessee’s Agents, Contractors, Licensees and Invitees exclusively for building encroachment, passenger platform and parking, and for no other purpose without the express written consent of Railroad.

2. TERM. The term of this Lease shall be for an initial term of TEN (10) YEARS commencing on the 1 day of October 2021, and ending at 12:00 AM CST on the 30 day of September, 2031, unless sooner terminated or renewed as hereinafter provided.

3. RENTAL. Lessee agrees to pay as rent for the Premises the amounts shown as follows, payable annually in advance.

Rent Schedule

Year	Term	Rent per year
Year 1 -2	10/01//2021 to 09/30/2023	\$ 100.00
Year 3 - 10	10/01//2023 to 09/30/2031	\$575.00

Although Lessee’s right to possession of the Premises shall terminate when the term of this Lease has expired or is terminated prior to such expiration in accordance with the provisions of this Lease, Lessee’s obligations under this Lease, including but not limited to the obligation to pay rental, taxes and assessments, and utilities, shall continue until Lessee delivers possession of the Premises to Railroad in the condition required by this Lease. Any payment that is not received by Railroad by the due date shall bear interest at the rate of twelve percent (12%) per annum calculated from the due date to the date of receipt, or the maximum rate allowed by law, whichever is less. In addition to payment of interest to cover loss of use of the funds, Lessee must pay a late payment charge of \$100.00 to cover Railroad’s cost of administration resulting from each such late payment.

Lessee shall arrange for and pay the cost of any utility service that is desired or required with respect to Lessee's use of the Premises. If Railroad pays any utility charges which are Lessee's obligation under the provisions of this Lease, all sums paid by Railroad shall be deemed to be additional rent and recoverable as such, and shall bear interest at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law, whichever is less, from the date paid by Railroad until Railroad is reimbursed by Lessee.

4. LEASE SUBJECT TO SUPERIOR RIGHTS. Lessee accepts this Lease subject to all existing liens, encumbrances, mortgages and other superior rights, if any, in and to said Premises. Lessee agrees it shall not have any claim against Railroad for damage on account of any deficiency in title of the Premises and agrees that in the event of failure of such title the sole remedy of Lessee shall be the right to the return of a proportionate share of rent paid in advance for any period in which Lessee is deprived of possession of Premises by a claim of title superior to that of Railroad. Lessee accepts the Premises subject to rights of any party, including Railroad, in and to any existing conduits, sewers, water lines, gas lines, power lines, cable lines, fiber optic lines, drainage, telephone, telegraph, or other wires, and poles and utilities of any kind whatsoever, whether or not of record. Should it at any time become necessary to relocate any of same because of this Lease, Lessee shall bear and pay that cost. Lessee accepts the Premises subject to rights of any party, including Railroad, in and to any existing roadways, easements, permits, or licenses. Lessee agrees to provide to Railroad, and other lessees, grantees and permittees of Railroad, access over and through the Premises on these existing roadways, easements, permits or licenses should such access be deemed necessary by Railroad. Railroad hereby reserves unto itself and its grantees and licensees: (a) the right and easement to install, construct, use, operate, maintain, repair and replace any pipe, conduit or tunnel, and any electric, cable, fiber optic, communication or signal transmission lines, together with poles and guys therefore, as may now exist or may hereafter be placed upon, under or over the Premises, (b) all ores and minerals of any kind or nature, whether on or underlying the surface of the Premises, together with the full and exclusive right, privilege and license to explore, protect, conserve, mine, extract, remove and market such minerals, and (c) all railroad operating rights, if any, associated with the Premises under applicable law; it being agreed that this Lease is subject and subordinate to any and all such rights, easements and uses. Lessee further agrees that Railroad shall not be responsible for the care or maintenance of such roadways, easements, permits or licenses. Railroad makes no covenant for quiet enjoyment of the Premises. Lessee assumes any damage Lessee may sustain as a result of, or in connection with, any want or failure at any time of Railroad's title to the Premises.

5. PREMISES ACCEPTED AS IS. Lessee has examined the Premises, knows the condition of the Premises, has received the same in existing order and repair and acknowledges that no representations as to the condition and repair thereof have been made by Railroad or its agents or employees prior to or at the execution of this Lease that are not herein expressed. Lessee accepts the Premises "AS IS, WHERE IS", subject to all existing conditions, including but not limited to any existing easements, railroad facilities, pipe lines, telephone, telegraph, communication and signal lines or any other similar facilities. Lessee also acknowledges that Railroad shall have the right to make future installations from time to time of any of the aforementioned types of facilities, provided such future installations do not unreasonably interfere with Lessee's use of the Premises. Should it at any time become necessary to relocate any of Railroad's facilities by reason of the Lease, or Lessee's use of Premises, Lessee shall bear and pay the cost thereof.

6. TAXES/SPECIAL ASSESSMENTS AND UTILITIES

(a) In addition to rental payment provided for herein, Lessee shall be responsible for general real estate taxes and general and special assessments levied against the Premises and/or improvements located thereon. Lessee shall pay taxes and assessments applicable to the Premises promptly upon receipt of a statement from Railroad, which shall be delivered to Lessee when Railroad receives bills from the taxing authority. If general real estate taxes are paid in arrears, the first payment required to be made by Lessee shall be based on an appropriate proration of the tax bill received by Railroad that covers the Premises. Upon termination of this Lease, Lessee shall be obligated to pay taxes and assessments applicable to the Premises up to and including the effective date of said termination, which obligations shall be determined on the basis of the most recent tax bill covering the Premises. If the Premises are included with other property in a single tax bill, the amount of the taxes attributable to the land in the Premises shall be determined on a square-foot basis. If the Premises are not locally assessed, but are included in Railroad's unit assessment which applies to Railroad's operating property, Lessee shall receive an estimated statement from Railroad for general real estate taxes attributable to the Premises while the Premises are included in Railroad's unit assessment. Any improvements located on the Premises that are owned by Lessee are to be assessed directly to Lessee, and Lessee must pay all taxes attributable to such improvements before such taxes become overdue. In addition to general real estate taxes and assessments attributable to the Premises, Lessee shall also be responsible for all other taxes, license fees and charges which may be assessed during the term of this Lease against the Premises, any improvements thereon or Lessee's occupancy or operations thereon. If Railroad pays any tax, assessment or charge which is Lessee's obligation under the provisions of this Lease, all sums paid by Railroad shall be deemed to be additional rent and recoverable as such, and shall bear interest at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law, whichever is less, from the date paid by Railroad until Railroad is reimbursed by Lessee.

7. IMPROVEMENTS BY LESSEE -- RAILROAD CONSENT REQUIRED.

No improvement shall be installed or constructed on the Premises by or on behalf of Lessee unless Railroad has received a complete set of plans and specifications for such improvement and Railroad's authorized representative has given prior written consent thereof. Railroad's consent to any improvement of the Premises shall not result in an assumption of any responsibility or liability by Railroad arising from the installation or construction of any improvement, which shall be at the sole risk and expense of Lessee. Lessee shall not permit any lien or claim of lien to be filed against Railroad or the Premises with respect to any improvement installed or constructed on the Premises by or on behalf of Lessee. Lessee hereby waives its right to a lien with respect to any such improvement and shall require a waiver of lien against Railroad and the Premises by any party or parties who furnish labor, material or services with respect to an improvement of the Premises, such waiver to be delivered to and received by Railroad before any work is performed on the Premises. **FURTHERMORE, EACH PARTY WHO FURNISHES SUCH LABOR, MATERIAL OR SERVICES MUST AGREE IN WRITING TO BE DELIVERED TO AND RECEIVED BY RAILROAD BEFORE ANY WORK IS PERFORMED ON THE PREMISES (I) TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD FROM ANY LIABILITY ARISING IN CONNECTION WITH WORK TO BE PERFORMED ON THE PREMISES, AND (II) TO INSURE RAILROAD AGAINST ANY SUCH LIABILITY BY A POLICY OF INSURANCE WHICH IS SATISFACTORY TO RAILROAD'S AUTHORIZED REPRESENTATIVE. PRIOR TO COMMENCEMENT OF ANY WORK ON THE PREMISES, LESSEE SHALL DELIVER TO RAILROAD COPIES OF ALL**

CONTRACTS AND INSURANCE POLICIES RELATIVE TO IMPROVEMENT OF THE PREMISES. LESSEE AND/OR THEIR CONTRACTOR(S) WILL BE REQUIRED TO OBTAIN AND CARRY A RIGHT OF ENTRY AGREEMENT FROM THE MANAGER, PUBLIC WORKS OR AN AUTHORIZED RAILROAD REPRESENTATIVE THEREOF PRIOR TO ACCESSING THE PREMISES.

*Thomas L. Brasseur
Manager, Public Works
24002 Vreeland Road
Flat Rock, Michigan 48134
email: thomas.brasseur@cn.ca*

8. LESSEE'S USE TO COMPLY WITH LEGAL REQUIREMENTS AND SHALL AVOID HAZARDS, NUISANCE, ETC.

(a) Lessee agrees at its sole risk and expense to comply with all obligations imposed on it and on its use of the Premises under the terms of this Lease and any and all applicable laws, rules, regulations and requirements imposed by any governmental authority with jurisdiction over Lessee, Railroad or the Premises, any public ways adjacent to the Premises and/or the business conducted by Lessee on the Premises. Lessee also agrees to comply with current circulars, specifications and standards (as they may be revised from time to time) imposed by the Association of American Railroads or any similar organization with respect to railroad operations on or in the vicinity of the Premises, copies of said circulars, specifications and standards being available for delivery to Lessee by Railroad upon written request.

(b) During the term of this Lease, Lessee shall maintain in good and safe condition and in good order and repair, the Premises and all improvements thereon (except for railroad improvements to be maintained by Railroad or public improvements to be maintained by appropriate public bodies or public utilities), all at Lessee's sole risk and expense. Lessee shall also keep any sidewalks on or abutting the Premises in good order, repair and safe condition, unobstructed and free from snow and ice.

(c) Lessee shall not erect or maintain any building, structure or physical obstruction of any kind adjacent to or over any railroad track at distances less than those prescribed by lawful authority, but in no event shall said distances be less than (i) eight and one-half (8 1/2) feet horizontally from the center line of any track, measured at right angles (said horizontal minimum clearance with respect to curved tracks to be increased by one inch for each degree of curvature); and (ii) twenty-five (25) feet vertically above top of rail (except as to wires, the overhead minimum clearance of which shall be in accordance with specifications of the current National Electrical Safety Code, and in no case less than twenty-seven (27) feet [twenty-five (25) feet in case of wires or cables suspended from messengers] above the top of rails), unless lesser distances are prescribed by lawful authority and approved, in writing by Railroad. However, any written approval by Railroad shall not relieve Lessee from any risk arising from establishment of clearances less than those specifically provided above. Lessee shall be responsible for ascertaining all clearance requirements imposed by lawful authority and Lessee hereby acknowledges that since Railroad's crews are not able to make precise measurements during normal operations, Railroad's

continued operation of a track with clearances less than those prescribed herein shall not be a waiver of the requirements set forth herein.

(d) Lessee shall not interfere with or obstruct drainage ditches or drain pipes on or below the surface of the Premises, nor shall Lessee put or permit any contaminous matter to enter into any drainage ditch or drain pipe on Premises. If it should become necessary to make any change or alteration in any existing drainage ditch, drain pipe or pipes on the surface or below the surface of the Premises by reason of any improvements that Lessee may desire to construct thereon, Lessee shall, at its own risk and expense, make such changes or alterations in a manner satisfactory to the authorized officer of Railroad.

(e) Lessee agrees that at all times during the term of this Lease, Lessee shall exercise due diligence to protect the Premises and all property located thereon and in the vicinity thereof against any danger of fire from any cause whatsoever. Without limiting the generality of the foregoing, Lessee specifically agrees that artificial lighting shall be by electricity only and that flammable or explosive substances shall be adequately protected from hazards of fire and explosion and meet the requirements set forth in the then current edition of the National Electrical Safety Code with respect to Class I Hazardous Locations, the current specifications of the Association of American Railroads, and applicable federal, state and municipal laws, rules and regulations governing handling of flammable or explosive substances.

(f) Lessee shall not cause or permit any Hazardous Material to be treated, stored, generated or disposed of on or in the Premises by Lessee, Lessee's agents, employees, contractors, subcontractors or invitees, or any related persons or entities, without first obtaining Railroad's written consent and in compliance with all applicable laws, ordinances, rules, regulations and requirements of all governmental authorities and the various departments thereof. **DURING THE TERM OF THIS LEASE, IF HAZARDOUS MATERIALS ARE TREATED, STORED, GENERATED, OR DISPOSED OF ON OR IN THE PREMISES EXCEPT AS PERMITTED ABOVE, OR IF HAZARDOUS MATERIALS ARE TREATED, STORED, GENERATED, OR DISPOSED OF ON, IN, OR FROM THE PREMISES IN VIOLATION OF LOCAL, STATE, OR FEDERAL LAW, OR IF THE PREMISES OR SURROUNDING, ADJACENT OR NEARBY PROPERTY BECOMES CONTAMINATED IN ANY MANNER FOR WHICH LESSEE IS LEGALLY LIABLE, LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD FROM ANY AND ALL CLAIMS, DAMAGES, FINES, JUDGMENTS, PENALTIES, COSTS, LIABILITIES, OR LOSSES (INCLUDING, WITHOUT LIMITATION, A DECREASE IN VALUE OF THE PREMISES, DAMAGES CAUSED BY LOSS OR RESTRICTION OF RENTABLE OR USABLE SPACE, OR ANY DAMAGES CAUSED BY ADVERSE IMPACT ON MARKETING OF THE SPACE, AND ANY AND ALL SUMS PAID FOR SETTLEMENT OF CLAIMS, ATTORNEYS' FEES, CONSULTANT, AND EXPERT FEES) ARISING DURING OR AFTER THE LEASE TERM. THIS DEFENSE, INDEMNIFICATION AND HOLDING HARMLESS INCLUDES, WITHOUT LIMITATION, ANY AND ALL COSTS INCURRED BECAUSE OF ANY INVESTIGATION OF CONTAMINATION OR VIOLATION OF LOCAL, STATE OR FEDERAL LAW, OR ANY CLEANUP, REMOVAL, OR RESTORATION MANDATED BY A FEDERAL, STATE, OR LOCAL GOVERNMENT OR AGENCY THEREOF.** Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Material on the Premises that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to

return the Premises to the condition existing prior to the presence of any such Hazardous Material on the Premises. Lessee shall first obtain Railroad's approval for any such remedial action. As used herein, "Hazardous Material" means and includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.), and Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, as such laws or regulations now exist or may exist in the future. For purposes of this Lease, "Hazardous Material" shall include petroleum and any fraction thereof.

(g) Lessee shall not permit any activity on the Premises which could reasonably be construed as a nuisance or annoyance to owners or occupants of property in the vicinity of the Premises or which might result in a claim of interference or risk to the health, welfare and/or safety of the community. Lessee shall not dispose of "Solid Waste" on the Premises; as such term is defined in the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.). Lessee shall in no way pollute the Premises or any surrounding property. Railroad shall be the sole and exclusive judge as to whether any activity permitted by Lessee on the Premises violates the requirements of the foregoing provision. Failure by Lessee to immediately abate or discontinue any nuisance or annoyance claimed by Railroad or to immediately remove the cause and affects of any pollution shall be considered a default under the provisions of this Lease.

(h) The parties hereby acknowledge that sale or dispensation of intoxicating liquors on the Premises is prohibited, unless specifically permitted by an amendment to the Lease that is signed by Railroad's authorized officer. Such amendment shall require, among other things, that Lessee furnish dram shop insurance or other appropriate insurance protecting Railroad from the risks incident to such sale or dispensation,

(i) Lessee shall be prohibited from placing or allowing on the Premises any signs other than a reasonable sign advertising Lessee's business being conducted at the Premises or a "For Sale/Lease" sign on any building owned by Lessee and located on the Premises. The size and location of any such permitted sign is subject to Railroad's approval.

9. INDEMNIFICATION. AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LEASE WOULD NOT HAVE BEEN ISSUED AND TO THE EXTENT PERMISSIBLE BY LAW, LESSEE AGREES, REGARDLESS OF ANY NEGLIGENCE OR OTHER LEGAL FAULT BY OR ON THE PART OF RAILROAD OR ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, LESSEES AND LICENSEES, AND RELATED PERSONS AND ENTITIES, TO INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (THE "RAILROAD PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION, AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY (INCLUDING ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD OR ANY OF RAILROAD PARTIES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS

AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED OR OTHERWISE):

(a) FOR DEATH OF, OR BODILY INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, LESSEES AND LICENSEES OF THE PARTIES HERETO, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO OR IN THE CUSTODY OR CONTROL OF THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, LESSEES AND LICENSEES OF THE PARTIES HERETO, IN WHOLE OR IN PART ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE ISSUANCE OR EXERCISE OF THIS LEASE OR THE FAILURE OF LESSEE TO CONFORM TO ALL THE CONDITIONS OF THIS LEASE, WORK PERFORMED BY RAILROAD FOR LESSEE UNDER THE TERMS OF THIS LEASE, THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, OR REMOVAL OF ANY FACILITIES INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED BY OR ON BEHALF OF LESSEE ON OR IN THE VICINITY OF THE AREA COVERED BY THE LEASE, AND

(b) FOR DEATH OF, OR BODILY INJURY TO, THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, AND RELATED PERSONS AND ENTITIES OF LESSEE, AND FOR ANY AND ALL LOSS, DAMAGE OR INJURY TO THEIR PROPERTY, AND TO ANY PROPERTY BELONGING TO OR IN THE CARE, CUSTODY AND CONTROL OF LESSEE, IN WHOLE OR IN PART ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE CONDUCT OF ANY RAILROAD OPERATIONS AT OR NEAR THE PREMISES.

It is the intention of the parties hereto that Lessee shall be solely responsible for all such destruction or damage to property or for bodily injury to death of persons which would not have occurred if the Premises had never been leased. The word "Railroad" as used in this Section shall include the assigns of Railroad and any other railroad company that may be operating upon and over any tracks crossing the Premises. At the election of Railroad, Lessee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

10. INSURANCE. Lessee shall provide and maintain in effect during the term of this Lease commercial general liability insurance (occurrence based), including public liability, property damage, and comprehensive liability covering liability assumed by Lessee under the provisions of Lessee's covenants herein. Such insurance shall have a minimum combined single limit of liability of \$5,000,000, with an aggregate of not less than \$10,000,000. The insurance shall not contain an exclusion for either damage occurring on, near or adjacent to railroad property. Such insurance shall be primary and non-contributory.

Lessee shall provide and maintain in effect during the term of this Lease Environmental Legal Liability Insurance applicable to bodily injury, property damage, including loss of use of

damaged property or of property that has not been physically injury or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense or settlement of claims, or compliance with statute; all in connection with any loss from surface, subsurface pollution contamination or seepage, or handling, treatment, disposal, or dumping of waste materials or substances. Coverage shall be maintained in an amount of not less than \$2,000,000 per pollution incident, with an annual aggregate of not less than \$10,000,000. Such insurance shall be primary and non-contributory.

Lessee shall also keep its personal property, fixtures, and any buildings and improvements constructed or placed on the Premises by Lessee insured with "Causes of Loss – Special Form" (or equivalent) insurance in an amount to cover one hundred percent (100%) of the replacement cost of such property, fixtures, buildings and improvements.

All insurance required hereunder shall be in companies and form acceptable to Railroad and such insurance policies shall be endorsed to name Railroad as an additional insured party and to provide not less than thirty (30) days to Railroad of any cancellation thereof any material change in coverage. Lessee agrees to cause all insurance policies to contain a waiver of subrogation against Railroad, its owners, directors, officers, employees and agents (the "Railroad Parties") and to be so written that the insurers shall have no claim or recourse of any kind whatsoever against Railroad, Railroad Parties, or the Premises. Lessee shall furnish to Railroad complete copies of all such insurance policies with evidence of payment and premiums therefore. The providing of said insurance coverage and Railroad's acceptance thereof shall not be deemed a limitation or modification of the liability or obligations of Lessee as provided in this Lease, but shall be additional security therefore.

11. DEFAULT.

(a) If Railroad does not receive in full any installment of rent by the date such payment is due and such default continues for a period of ten (10) days, or if Lessee shall default in the performance of any other covenants or agreements herein contained and such default continues for a period of ten (10) days after Railroad delivers written notice thereof to Lessee, or if bankruptcy, insolvency, receivership, foreclosure of any similar proceedings affecting Lessee shall be instituted and not dismissed for a period of ten (10) days, or if Lessee abandons the Premises for a period of thirty (30) days, Railroad may, in any such instance, at its election treat such occurrence as a breach of this Lease and have one or more of the following described remedies, in addition to any and all remedies available at law or in equity.

(i) Railroad may terminate this Lease and the term created hereby, in which event Railroad may forthwith repossess the Premises and be entitled to recover as damages a sum of money equal to the value of the rent and additional rent provided to be paid by Lessee for the Premises for the balance of the stated term of the Lease, less the fair rental value of the Premises for said period (and the result thereof shall then be reduced to its present value using a discount rate of 10%), and any other sum of money and damages owed by Lessee to Railroad.

(ii) Railroad may terminate Lessee's right of possession and may repossess the Premises by any lawful means, without further demand or notice of any kind to Lessee and without terminating this Lease, in which event Railroad shall, to the extent it is required by law to mitigate any damages, relet all or any part of the

Premises, for such rent and upon such terms as shall be commercially reasonable and satisfactory to Railroad (including the right to relet the Premises for a term greater or lesser than that remaining under the term of this Lease and the right to relet the Premises as a part of a larger area and the right to change the character or use made of the Premises). For the purpose of such reletting, Railroad is authorized to make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient and if Railroad shall fail or refuse to relet the Premises or if the Premises are relet and a sufficient sum shall not be realized from such reletting after paying the costs and expenses of such repairs, changes, alterations and additions and the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease to be paid, then Lessee shall pay to Railroad as damages a sum equal to the amount of the rent and additional rent reserved in this Lease for such period or periods, or, if the Premises have been relet, Lessee shall satisfy and pay any such deficiency upon demand therefor from time to time, and Lessee agrees that Railroad may file suit to recover any sums falling due under the terms of this paragraph and any other sums due under this Lease from time to time and that no suit or recovery of any portion due Railroad hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Railroad.

Lessee hereby agrees that to the extent any of the foregoing notice periods provided in this Article 11 and elsewhere in this Lease are greater than the notice periods required under the applicable state statutes, such greater notice periods as are provided for herein shall substitute for any such statutory notice periods, and any notices given pursuant to the terms hereof shall be deemed the notice required by any such statute.

(b) Whenever or however this Lease or Lessee's right to possession is terminated, Railroad shall have the right (without being guilty of any manner of trespass or forcible entry or detainer) either with or without notice or demand, and either with or without process of law, to immediately take possession of Premises and any improvements thereon, and to remove therefrom Lessee and any and all effects that may be then on the Premises, using such force as may be necessary, and to repossess and enjoy the Premises. When the term of this Lease shall be ended for any cause, Lessee covenants and agrees to give up and surrender to Railroad peaceably and immediately the Premises and all improvements thereon without further demand or notice, and in good order, repair and condition, failing which Railroad may restore the Premises and improvements to good order, repair and condition at the sole risk and expense of Lessee. Termination of this Lease shall not affect Railroad's rights with respect to Lessee's obligations for rent or otherwise and shall not prevent Railroad from pursuing such other actions or proceedings, as it may deem advisable.

(c) Lessee agrees that Railroad shall at all times have the right to distrain for rent due, and shall have a first lien upon all building, structures or other personal property of Lessee on the Premises, whether exempt by law or not, as security for the payment of the rent and other amounts to be paid hereunder, and the faithful performance of the covenants herein contained, and in the event of default on the part of Lessee in any respect under this Lease, Railroad shall have the right to take the said property and sell it at public auction, giving such notice as is required by law and from the proceeds of such sale to pay all rents, expenses or other amounts which may at such time be due, and to pay over to Lessee the surplus moneys arising from such sale.

(d) If Lessee fails to substantially begin compliance with any obligations under the terms of this Lease after receiving ten (10) days written notice from Railroad, Railroad may, at its option, perform such obligations at the sole risk and expense of Lessee. Cost of work performed by Railroad for Lessee's account as referred to in this Lease is hereby defined to be the cost of labor and material furnished by Railroad and rental on equipment used. To the cost of labor there shall be added 10% to cover supervision and accounting. Also added shall be the cost of vacation allowance, paid holiday allowance, health and welfare allowance, Railroad Retirement and/or Social Security taxes, unemployment compensation and premiums on workmen's compensation, property damage and public liability insurance. To the cost of material there shall be added 15% to cover accounting, handling and transportation. In addition, the cost shall include taxes payable by Railroad under any excise, sales or use tax based on the wages of labor, cost of material, or the gross cost of the work, as the case may be. Lessee shall pay bills covering such cost and expense as herein defined within fifteen (15) days after the receipt thereof. Bills not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due, or the maximum rate allowed by law, whichever is less.

(e) In the event that Railroad shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Lessee's covenants and agreements under this Lease, Lessee shall reimburse Railroad for all such costs, expenses and attorneys' fees as additional rent hereunder.

(f) Acceptance of money by Railroad from Lessee after any default by Lessee or after the expiration of the term of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises, shall not waive such default or reinstate, continue or extend the term of this Lease or affect any such notice or suit, as the case may be.

12. TERMINATION OF THIS LEASE/NOTICE OF SUBSTANTIAL CHANGE.

(a) Railroad shall have the right at any time in its sole and absolute discretion to terminate this Lease and recover possession of the Premises by delivery to Lessee of thirty (30) days prior written notice of Railroad's election. Railroad shall also give Lessee thirty (30) days prior written notice before a substantial change occurs which effects Lessee's rights herein. If this Lease is terminated pursuant to this Section without any default by Lessee, Lessee shall be entitled to refund of the balance of the security deposit, if any, and unearned prepaid rental, which is not required to satisfy Lessee's obligations.

(b) Upon termination of this Lease by expiration of the term, election of Railroad, or pursuant to any provision of this Lease, Lessee shall remove all buildings, structures, foundations, footings, materials, signs, debris or other articles or facilities owned or used by Lessee, above or below the surface of the premises by Lessee, or by any person, firm or corporation or former Lessee through which the Lessee does or did at any time obtain a clear position of the premises whether by assignment or otherwise. Lessee agrees to restore the premises to a condition satisfactory to the Railroad. Lessee shall be responsible to leave the Premises in a neat, safe and clean condition and if Lessee fails to do so, Railroad shall have the right to perform necessary work at the sole risk and expense of Lessee. Termination date of said Lease will not be in effect

until all buildings and structures, if any, are removed from the Premises and all rental payments and any and all costs incurred by the Railroad, if any, are paid by Lessee.

(c) Railroad shall have the right, but not the duty, to require Lessee to remove from the Premises any improvement which is installed or constructed on the Premises by Lessee, said removal to be performed at Lessee's sole risk and expense, and if Lessee fails to so perform Railroad shall have the right to perform necessary work to remove said improvement and to restore the Premises, all at the sole risk and expense of Lessee.

(d) No termination of this Lease shall release either party hereto from any liability or obligation that has accrued prior to said termination.

13. SUCCESSORS AND ASSIGNS -- NO ASSIGNMENT PERMITTED WITHOUT RAILROAD CONSENT.

(a) Lessee shall not have the right to assign this Lease or to sublet the Premises or any part thereof, without the prior written consent of Railroad, which may be withheld for any reason or no reason. Lessee shall not allow or permit any transfer of this Lease or any interest hereunder by operation or law and shall not convey, mortgage, pledge or encumber this Lease or the Premises. Any attempted assignment, sublease or transfer of this Lease shall be void if not made pursuant to Railroad's prior written consent.

(b) This Lease and all covenants, agreements, terms and conditions contained herein shall be binding upon and inure to the benefit of the successors, assigns and transferees of Railroad and the permitted successors, assigns and transferees of Lessee.

14. MISCELLANEOUS.

(a) If the whole or any part of the Premises shall be taken or condemned by any competent authority for any purpose, or is sold by Railroad under the threat of condemnation, the term of this Lease shall end upon and not before the date when possession of the part so taken shall be required for such use or purpose and without apportionment of the award. Current rent shall be apportioned as of the date of such termination and Lessee shall have no right to share in the condemnation award or sales proceeds.

(b) Railroad shall have the right at any time, but not the obligation, to inspect Premises to assure itself that there has been compliance with the terms of this Lease, but the exercise by Railroad of such right, or the failure to exercise the same, shall not relieve Lessee of any obligation imposed upon Lessee under the terms of this Lease. Railroad shall have the right, during the period of ninety (90) days prior to the expiration or other termination of the term hereof, to post on the Premises notices of "For Rent" or "For Sale" and to show the Premises to prospective tenants or purchasers.

(c) This Lease is made subject to the approval of any governmental authority having jurisdiction thereover.

(d) The invalidity or unenforceability of any provision of the Lease shall not affect or impair any other provision.

(e) It is expressly agreed by and between the parties hereto that the agreements, terms and covenants contained in this Lease are the entire agreement entered into between the parties affecting the lease of the Premises.

(f) Failure or delay of Railroad to require full compliance with any one or more of the terms of this Lease shall not be held as a waiver of a right to subsequently insist upon such compliance or terminate this Lease, or to terminate this Lease for any subsequent breach which may occur, or to enforce any other provision of this Lease.

(g) Railroad and Lessee voluntarily, intentionally and irrevocably waive the right to a trial by jury with respect to any legal proceeding based hereon or arising out of, under or in connection with this Lease.

(h) The captions of the various Sections of this Lease are for convenience only and are not to be considered in the interpretation hereof.

(i) This Lease shall be governed by the laws of the State in which the Premises are located, without regard to choice of law principles.

(j) Lessee agrees, at Lessee's sole cost and expense, to keep the Premises in a neat and orderly condition during the term of this Lease.

(k) Lessee agrees, at Lessee's sole cost and expense, to install a fence or barricade on the trackside boundary of the Premises. Fence or barricade will be owned and maintained by Lessee. At the end of the useful life of the fence or barricade or the termination of this Lease, whichever occurs first, Lessee will be responsible for removing the fence or barricade.

(l) Lessee agrees, at Lessee's sole cost and expense, during the lease period to maintain all roads and to repair/maintain all fencing during the term of this Lease.

(m) Proper PPE (hard hat, safety vest, safety glasses and safety shoes) must be worn by all employees at all times while on the Premises.

(n) Lessee will not allow snow removal or debris to be placed on adjacent Railroad property.

(o) Lessee will not negatively impact drainage from Railroad property.

(p) Lessee will not impair or damage track structure.

(q) Railroad to inspect the condition of the property prior to lease termination to ensure the Premises are in equal or better condition than the condition at the start of the Lease term.

15. NOTICES. All notices to be given to Lessee shall be considered as having been properly given upon mailing such notice by certified U. S. mail, postage prepaid, addressed to Lessee at its billing and mailing address set forth above. For the purposes of effectuating termination of the Lease, notice may be served upon Lessee by (a) personally delivering notice of

termination to Lessee; (b) by personally delivering notice to any of Lessee's employees on the Premises; (c) by posting said notice of termination on the Premises; or (d) by mail as above provided. Utilization of any one or more of such methods for giving notice of termination of this Lease shall be considered to be proper notice to Lessee.

All notices to Railroad shall be addressed to the Senior Manager, Real Estate, at the address stated above or to such other address as may be designated by written notice given by Railroad's authorized representative, by U. S. certified mail, return receipt requested and shall be considered as having been properly given when actually received by Railroad.

16. LIMITATION OF LIABILITY. If the Premises are sold or transferred, voluntarily or involuntarily, Railroad's Lease obligations and liabilities accruing after the transfer shall be the sole responsibility of the new owner. If Railroad, its agents, employees, officers, directors or owners are ordered to pay Lessee a judgment because of Railroad's default, then Lessee's sole remedy to satisfy the judgment shall be Railroad's interest in the Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate originals as of the day and year first above written.

RAILROAD:

GRAND TRUNK WESTERN RAILROAD COMPANY
17641 S. Ashland Avenue
Homewood, Illinois 60430

By: _____
James V. Fountain
Senior Manager, Real Estate

LESSEE:

By: _____

Print Name: _____

Print Title: _____



EXHIBIT A

DESCRIPTION: PART OF 2010/MIPR/100594 (0.72 Acs.±) County of Lapeer State of Michigan United States of America THIS IS NOT A PLAN OF SURVEY / CECI N'EST PAS UN PLAN D'ARPENTAGE	LEASE SKETCH		SUBDIVISION: Flint (302)	
	Subject Lands/Terrain Sujet		SPUR / ANTENNE: N/A	
			MILEAGE / MILLIAIRE: 289.94 - 290.10	
			DATE: May 23, 2024	
			SCALE / ÉCHELLE: 1:1500	



ITEM D-3

To: Mayor & City Commissioners
From: Mike Womack, City Manager
Date: February 25, 2025
RE: Military Aircraft Flyover – June 6, 2025

STAFF RECOMMENDATION

Approve a military flyover by a military aircraft during the Friday Night Bikes event, June 6, 2025, and authorize the City Manager to sign the necessary documents.

CURRENT OR NEW INFORMATION

The organizers of Friday Night Bikes are requesting approval for a military aircraft to flyover W. Nepessing Street on June 6, 2025, at approximately 6:30 p.m.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

None.

AGENDA ITEM REVIEW

Meeting Date:	March 3, 2025	Date Reviewed:	February 25, 2025
Consent:			
Administrative:	X	Reviewed By:	City Clerk's Office
Public Hearing:			

REQUEST FOR MILITARY AERIAL SUPPORT ALL EVENT REQUESTERS MUST READ THE INSTRUCTIONS ON PAGE 4 BEFORE COMPLETING THIS FORM.						REQUEST NUMBER	
The public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-informationcollections@mail.mil . Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.						OMB No. 0704-0290 OMB approval expires 20260131	
PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ORGANIZATION. RETURN COMPLETED FORM TO THE ADDRESS ON PAGE 4.							
ALL DATA WILL BE HANDLED ON A "FOR OFFICIAL USE ONLY" BASIS.							
SECTION I - ACTIVITY							
1. CATEGORY REQUESTED (X and complete as applicable)		1) DATE(S) REQUESTED (Start to End) (YYYYMMDD)		(2) TYPE AIRCRAFT REQUESTED		(3) MILITARY SERVICE REQUESTED	
				ANY (X) SPECIFIC (Optional)		ALL (X) SPECIFIC (Optional)	
☒ a. FLYOVER (See paragraph 5 of Instructions)		2025 June 6		☒		☒	
☐ b. STATIC DISPLAY (See paragraph 6 of Instructions)						☐	
☐ c. SINGLE AIRCRAFT DEMONSTRATION (See paragraph 8 of Instructions) Is this request for an air show? ☐ YES ☐ NO						☐	
☐ d. OTHER AERIAL SUPPORT (i.e. Parachute Demo, SAR Demo)				☐		☐	
e. AERIAL DEMONSTRATION TEAM (X all requested. See Instructions.)		(a) PRIMARY DATE (YYYYMMDD)		(b) ALTERNATE DATE(S) (YYYYMMDD)		(c) I WILL CONSIDER ANY DATE DURING AIR SHOW SEASON (X one) ☐ YES ☒ NO	
☐ U.S. ARMY GOLDEN KNIGHTS							
☐ U.S. NAVY BLUE ANGELS							
☐ U.S. NAVY LEAP FROGS							
☐ U.S. AIR FORCE THUNDERBIRDS							
☐ U.S. AIR FORCE WINGS OF BLUE							
☐ OTHER (Specify)							
2. INCLUSIVE DATES/TIME OF EVENT (YYYYMMDD/0:00 a.m. or p.m.)							
START DATE 6/6/25		END DATE 6/6/25		REHEARSAL DATE (required for air shows/open houses)		TIME 6:30 PM	
						☒ CHECK IF 1-DAY EVENT	
SECTION II - EVENT AND SITE INFORMATION							
3.a. EVENT TITLE (to include if air show) MILITARY NIGHT				b. SITE OF EVENT (Must be accessible by persons with disabilities) W. NEPESING ST - DOWNSTOWN			
c. SITE CITY, STATE AND ZIP CODE LAPEER, MI 48446		d. SITE ELEVATION (Feet above sea level) 856		e. RUNWAY LENGTH X WIDTH		f. ARRESTING GEAR WITHIN REQUIRED DISTANCE (X one) ☐ YES ☒ NO	
						g. TYPE OF SITE (e.g., airport, park, lake, etc.) DOWNSTOWN AREA - CLOSED CITY STREETS	
h. EXPLAIN RECRUITING SUPPORT (Including local Armed Forces point of contact if applicable.) WE INTEND TO OFFER FULL SUPPORT TO ALL MILITARY RECRUITING EFFORTS				i. We agree to provide local military recruiters, at no charge, prime space at the event for recruiting purposes. SIGNATURE: 			
j. WEBSITE AND SOCIAL MEDIA HANDLES FOR EVENT: (Contact aircraft/parachute team for specific unit or Service level social media platform handles and hashtags.)							
WEBSITE							
FACEBOOK		FRIDAY NIGHT BIKES					
INSTAGRAM							
TWITTER							
OTHER		LAPEER COUNTY PRESS					
k. IS THERE CIVILIAN AERIAL PARTICIPATION PLANNED FOR THE EVENT? (X one) ☐ YES ☒ NO							
4. EVENT SITE CERTIFICATION (To be completed by an agent exercising authority for site use) I certify that an agreement has been made with the requesting organization indicated in Section III to use the event site indicated in 2.b. above.							
a. NAME (Last, First, Middle Initial) (Include Mr./Ms./Mil. Rank)				b. TITLE		c. TELEPHONE NO. (Include area code)	
d. SIGNATURE						e. DATE SIGNED (YYYYMMDD)	
5. ATTENDANCE		6. PLANNED MEDIA COVERAGE (X as applicable)					
a. PROJECTED 2,800	b. PRIOR EVENT 2,500	☐ TELEVISION		☐ RADIO		☒ SOCIAL MEDIA	
		☒ REGIONAL		☒ PRINT			
		☐ NATIONAL		☐ NONE			
YOUR MEDIA/PR POC (Name/telephone/email):							
		NAME		NORM BARBIERI			
		TELEPHONE		248 431-3003			
		EMAIL		N.BARBIERI@SBCGLBA.NG			

SECTION III - REQUESTER INFORMATION								
7. LOCAL REQUESTING ORGANIZATION (not contracted event promoter, airboss, or others not directly employed by event requesting organization)				b. TYPE (X one)				
a. NAME (Include website) <i>STEEL PATRIOTS A/K/A INS. 501C3 88-4360968</i>				☐ PROFIT ☒ NONPROFIT				
8. POINT OF CONTACT FOR AVIATION ACTIVITIES FOR THIS EVENT (Please PRINT all contact information.)								
a. (X one) ☒ MR. ☐ MS.		b. NAME (Last, First, Middle Initial) <i>BARBIERI NORMAN</i>		c. RANK (if military)				
d. PHONE NUMBERS (Include area code)			e. E-MAIL ADDRESS					
(1) TELEPHONE NO. <i>248 431-3003</i>	(2) CELL PHONE NO. <i>248 431-3003</i>	(3) DSN <i>NONE</i>	<i>NBARBIERI@JSCGLB.MIL</i>					
9. IS EVENT OFFICIALLY SUPPORTED BY LOCAL GOVERNMENT (X one)				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">YES</th> <th style="width: 50%;">NO</th> </tr> <tr> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </table>	YES	NO	☒	☐
YES	NO							
☒	☐							
10. WILL YOU PROVIDE A POST-EVENT REPORT ON REQUEST? (X one)				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">YES</th> <th style="width: 50%;">NO</th> </tr> <tr> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </table>	YES	NO	☒	☐
YES	NO							
☒	☐							
11. DOES REQUESTING ORGANIZATION PERMIT MEMBERSHIP WITHOUT REGARD TO RACE, COLOR, NATIONAL ORIGIN, RELIGION, AGE, DISABILITY, SEX, GENDER IDENTITY, OR SEXUAL ORIENTATION? (X one)				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">YES</th> <th style="width: 50%;">NO</th> </tr> <tr> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </table>	YES	NO	☒	☐
YES	NO							
☒	☐							
12. WILL ALL ASPECTS OF THIS EVENT BE AVAILABLE TO ALL PERSONS WITHOUT REGARD TO RACE, COLOR, NATIONAL ORIGIN, RELIGION, AGE, DISABILITY, SEX, GENDER IDENTITY, OR SEXUAL ORIENTATION? (X one)				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">YES</th> <th style="width: 50%;">NO</th> </tr> <tr> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </table>	YES	NO	☒	☐
YES	NO							
☒	☐							
13. WILL THE EVENT BE OPEN TO THE GENERAL PUBLIC? (X one)				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">YES</th> <th style="width: 50%;">NO</th> </tr> <tr> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </table>	YES	NO	☒	☐
YES	NO							
☒	☐							
SECTION IV - FEDERAL AVIATION ADMINISTRATION COORDINATION (This Section is not required for static displays. Requester may submit a completed FAA Form 7711 (safety form) along with this form in lieu of obtaining a FSDO signature in this section. However, the FSDO contact name and number MUST be included here.)								
FOR THIS EVENT TO BE CONSIDERED FOR U.S. MILITARY SUPPORT, THE REQUESTER MUST HAVE THIS SECTION COMPLETED BY THE FLIGHT STANDARDS DISTRICT OFFICE RESPONSIBLE FOR CONTROLLING THE AERIAL ACTIVITIES AT THE EVENT SITE. For events where the airspace falls under the purview of the United States Department of Transportation, Federal Aviation Administration (FAA) coordination is required for all U.S. military aviation activities described in Section I EXCEPT AIRCRAFT STATIC DISPLAYS. THE REQUESTER WILL FORWARD THIS DOCUMENT, WITH SECTIONS I THROUGH III AND SECTIONS V THROUGH VII COMPLETED, TO THE FLIGHT STANDARDS DISTRICT OFFICE (FSDO) HAVING JURISDICTION OVER THE SITE. After completion of Section IV by the FSDO, form will be returned to the requester for submission to DoD. Requesters will allow a minimum of 45 days for FAA review and completion.								
14. FLIGHT STANDARDS DISTRICT OFFICE REVIEW								
I have reviewed the requested activity in Section I and determined that: (X and complete as applicable)								
☐ a. FAA/OTHER GOVERNMENTAL WAIVER IS NOT REQUIRED.								
☐ b. WAIVER IS REQUIRED FOR THE FOLLOWING AERIAL ACTIVITIES LISTED IN SECTION I: (Specify)								
☐ c. COORDINATION HAS BEEN ACCOMPLISHED WITH CONTROLLING AIR TRAFFIC CONTROL FACILITY.								
☐ d. AIR TRAFFIC COORDINATION IS NOT REQUIRED.								
☐ e. DEMONSTRATION SITE FEASIBILITY STUDY IS REQUIRED AND SITE PLAN WAS SUBMITTED BY THE REQUESTER. (Must meet show line, crowd line, airspace parameters and show congested areas, dwellings, thoroughfares, and obstructions within 3 NM of show center.)								
☐ f. DEMONSTRATION SITE FEASIBILITY STUDY IS NOT REQUIRED.								
☐ g. NO MAJOR NOISE CONCERNS IN THE REQUESTED AIRSPACE.								
15. FEASIBILITY DETERMINATION Based upon my review of this site, I find the site to be: (X one)								
☐ SATISFACTORY ☐ CONDITIONAL SATISFACTORY (See NOTE) ☐ UNSATISFACTORY (See NOTE)								
NOTE: If the show site is marked "Conditional Satisfactory," explain the conditions which must be met by the show requester to provide a "Satisfactory" site in the Additional Comments section. If the show site is marked "Unsatisfactory," the request for the applicable activity cannot be accepted by the Department of Defense.								
16. ADDITIONAL COMMENTS (Mandatory if FARs are waived) (Explain the desired effects of U.S. military participation in this event and how it will be amplified via social media)								
17. COORDINATING OFFICIAL								
a. NAME (Last, First, Middle Initial)		b. FLIGHT STANDARDS DISTRICT OFFICE		c. TELEPHONE NO. (Include area code)				
d. TITLE AND SIGNATURE		e. DATE SIGNED (YYYYMMDD)						

SECTION V - PROGRAM

18. PROGRAM THEME AND OBJECTIVE (Please explain how aviation support is an integral part of the event.)

THE PURPOSE OF "MILITARY NIGHT" IS TO RECOGNIZE, HONOR AND SUPPORT MILITARY PERSONNEL AND THEIR FAMILIES FOR THEIR UNSELFISH CONTRIBUTIONS TO OUR COUNTRY. THIS EVENT WILL BE ATTENDED BY LATERAL AREA AVIATORS, VFWS AND AMERICAN LEGION MEMBERS.

19. CHARGES AND FEES (Specify the monetary amounts charged below.)

a. ADMISSION <i>NONE</i>	b. PARKING <i>NONE</i>	c. SEATING <i>NONE</i>	d. OTHER (Specify) <i>50/50 DRAWING</i>
e. DOES EVENT RAISE FUNDS? (X one) ☒ YES (Complete 20.f. and 20.g.) ☐ NO	f. FUNDS WILL BE USED FOR (X as applicable) ☐ (1) CHARITIES ☒ (2) EXPENSES ☐ (3) PRIZES ☐ (4) OTHER (Explain in 20.g.)		g. SPECIFIC INSTRUCTIONS FOR USE OF FUNDS (e.g., Company, Charity or Organization to benefit) <i>EXPENSES RELATED TO HOLDING THE EVENT</i>

20. HISTORICAL INFORMATION

a. LIST ALL YEARS THE EVENT HAS BEEN HELD <i>2024</i>	b. MOST RECENT DoD DEMONSTRATION TEAM (If any) AND YEAR OF PERFORMANCE (e.g., Blue Angels, Thunderbirds, Golden Knights; year) <i>NONE</i>	c. LIST CIVILIAN AND MILITARY AIRCRAFT AT THE LAST EVENT <i>NONE</i>
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SECTION VI - SUPPORT

(For all requests other than flyovers, which could include air shows, open houses, some static displays, and non-air show flyovers if the unit is not local.)

21. THE REQUESTER AGREES TO: (Initial each applicable item signifying acceptance. Lack of initials renders the event ineligible for all support other than flyovers.)	APPLICABLE? (If yes, enter initials.)	INITIALS
a. OBTAIN THE AIR SHOW WAIVER FROM THE FAA MONITOR PRIOR TO THE EVENT FOR EACH ACTIVITY REQUIRING A WAIVER (plan a 60-day lead time). FAILURE TO OBTAIN A WAIVER WILL RESULT IN DEMONSTRATION CANCELLATION AT THE EXPENSE OF THE REQUESTER (air shows and open houses only).	☒ YES ☐ NO	<i>SP</i>
b. PAY COSTS AS OUTLINED ON PAGE 4, PARAGRAPHS 7, 8, AND 9 OF INSTRUCTIONS, AS APPLICABLE.	☒ YES ☐ NO	<i>SP</i>
c. PROVIDE OR REIMBURSE TRANSPORTATION, MEALS, AND LODGING COSTS (including pre-event visits) FOR ARMED FORCES PARTICIPANTS, AS REQUIRED. (Reimbursement for demonstration teams covered in paragraphs 7, 8, and 9 of Instructions.)	☒ YES ☐ NO	<i>SP</i>
d. PROVIDE SUITABLE AIRCRAFT FUEL AT MILITARY CONTRACT PRICES (air shows and open houses only). (Requester must pay all costs over military contract prices, including any transportation and handling charges, if fuel is not available at such prices.)	☒ YES ☐ NO	<i>SP</i>
e. PROVIDE SECURITY FOR AIRCRAFT AT EVENT SITE DURING ENTIRE STAY. (Certain assets (such as the F-35) will require extensive security.)	☒ YES ☐ NO	<i>SP</i>
f. PROVIDE MOBILE FIREFIGHTING, CRASH, GROUND-TO-AIR COMMUNICATIONS, MOBILE ARRESTING GEAR, GROUND SUPPORT EQUIPMENT AS APPLICABLE PER SERVICE SPECIFIC SUPPORT MANUALS, AT THE SHOW SITE FOR FLIGHT AND PARACHUTE DEMONSTRATIONS AND STATIC DISPLAY AIRCRAFT (air shows and open houses only).	☒ YES ☐ NO	<i>SP</i>
g. PROVIDE AMBULANCE AND MEDICAL PERSONNEL ON SITE DURING FLIGHT AND PARACHUTE DEMONSTRATIONS AND CERTAIN OTHER TYPES OF AERIAL ACTIVITIES AS DETERMINED, IN ADVANCE, BY THE MILITARY SERVICES.	☒ YES ☐ NO	<i>SP</i>
h. PROVIDE TELEPHONE FACILITIES FOR NECESSARY OFFICIAL COMMUNICATIONS AT THE EVENT SITE.	☒ YES ☐ NO	<i>SP</i>
i. PROVIDE AERIAL PHOTOGRAPH AND AIRFIELD DIAGRAM UPON REQUEST.	☒ YES ☐ NO	<i>SP</i>
j. WILL RUN EMERGENCY RESPONSE DRILL ON REHEARSAL DAY (air shows and open houses only).	☒ YES ☐ NO	<i>SP</i>

SECTION VII - CERTIFICATION BY REQUESTER (Signature will expire the day after the date of event.)

22. PRESIDENT/CHAIRMAN OF REQUESTING ORGANIZATION/BASE OR WING COMMANDER (If civilian sponsored or military requested, respectively; this will not be a contracted event promoter or others not directly employed by the event sponsoring organization.)
I certify that the information provided above is complete and accurate to the best of my knowledge. I understand that representatives from the military services will contact us to discuss arrangements and additional costs involved prior to final commitments. Any changes to the information on this form may invalidate eligibility for military participation.

a. SIGNATURE	b. DATE SIGNED (YYYYMMDD) <i>2025-2-13</i>	c. PRINT NAME AND TITLE <i>NORMAN BACCHERI V. PRESIDENT</i>
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INSTRUCTIONS

1. The attached form is used to request U.S. Armed Forces aircraft participation at public events in support of community relations programs, flyovers, static displays and requests for an aerial demonstration team (*U.S. Army Golden Knights, U.S. Navy Leap Frogs, U.S. Navy Blue Angels, or U.S. Air Force Thunderbirds*), and *U.S. Marine Corps, Army, Navy and Air Force single-ship demonstration teams*, to perform on or off a military installation worldwide. This form is used by each Military Service to determine eligibility of an event for military aerial support. Once an event has been approved as eligible, it is the event requester's responsibility to contact units and coordinate any possible military unit participation. **The event requester is required to inform all the other requested Military Services once acceptance of any military aviation participation has been confirmed.**

2. Do not use this form to request flyovers for military funeral honors. Information on requesting military funeral honors support may be found at <https://www.militaryonesource.mil/leaders-service-providers/casualty-assistance/military-funeral-honors/>.

3. Uniformed members of the military, DoD civilians or DoD contractor employees must not be the point of contact or event site certifier for non-military hosted events. This form must be completed by the requesting organization who is responsible for conducting the event. The local Flight Standards District Office that has jurisdiction over the event site will complete all appropriate blocks in Section IV. Requests for static displays only do not require FAA coordination. Complete Sections I - III and V - VII, and forward the form to the nearest Flight Standards District Office (FSDO) for completion of Section IV. To locate nearest FSDO, visit FAA's website at http://www.faa.gov/about/office_org/field_offices/fsdo/.

4. The local requesting organization is responsible for the accurate completion of the form and conducting the event. The organization must consult with the event site authority. At no time should a contractor for an event complete this form. The information on this form must be typed or printed in ink, and is used to evaluate the event for compliance with public law and Department of Defense policies, and to determine its eligibility for Armed Forces participation. In all cases, military participation must not interfere with military operations and training programs, and must be at no additional cost to the U.S. Government. Requesters will consult with local military recruiters and provide, at no cost, prime space for recruiting activities in an area or location close to branch related static displays, branch related performance team and/or that allows for 60-90% of event foot traffic to pass by while traveling from entrance to viewing area. Department of Defense is unable to support events for which the request is intended to make a business profit. Events which have an admission charge, or other associated charges, do not necessarily preclude military participation. Military commands cannot participate in events which charge admission unless the military participation is incidental to the event, and not the primary attraction. Incomplete forms, or forms submitted late, cannot be considered and will be returned to the requester's representative.

5. **Flyover** requests will be considered for aviation-oriented events (*i.e., air shows, airport anniversaries or aviation related dedication events*), or for patriotic observances held in conjunction with Armed Forces Day, Memorial Day, Independence Day, POW/MIA Recognition Day, or Veterans Day (*event must be within seven days of the actual holiday date to be considered*). Flyovers are limited to aircraft formations of the providing Military Service policy. Sports events with a military appreciation theme will be considered on a case-by-case basis by the requested Military Service. **Requesters of events other than air shows and open houses are prohibited from scheduling more than one Service to conduct the flyover. Once a military organization confirms flyover support, requester must not notify any other Military Service requested so they will not participate in the same event.** The Blue Angels and Thunderbirds generally do not perform flyovers. Requests for flyovers must be received for processing at least 60 days prior to the event for full consideration by the Services. Requests received closer than 30 days will not allow adequate planning for some organizations to support. Complete Sections I-III and V-VII, and forward the form to the nearest Flight Standards District Office (FSDO) for completion of Section IV. The Missing Man Formation is generally reserved for select national military observances that are solemn and commemorative in nature, or for military funeral services as determined by the Military Services' individual policies.

6. Requests for aircraft static displays will only be considered for air shows, airport events, expositions and fairs, and public events which contribute to the public knowledge of Armed Forces equipment and capabilities (*including recruiting and ROTC events*). Complete Sections I-III and V-VII (*Section IV is not applicable when requesting static displays only*). Requests must be made from the requesting organization in accordance with each Military Service's policy in paragraph 10 of these instructions. The requester must satisfy all safety and operational requirements for the requested aircraft. Requests received closer than 60 days (*90 days for Marine Corps support*) will not allow adequate planning for some organizations to support.

7. Civilian-sponsored requests for performances by a flight demonstration team (*Blue Angels and Thunderbirds*) will be considered only for events which are: (1) aviation oriented (*e.g., air shows, airport events, historical aviation events*); (2) planning civilian aviation participation; (3) open to all Military Services for participation, and (4) held during the air show season (*mid-March to mid-November*). A partial reimbursement cost (lodging and meals) per official demonstration (including any performance where admission is charged to view a team) is payable by non-military requesters as indicated in the team support manual. Appearances on a military installation or requested by a military organization will only be approved in support of an official installation "open house" program (*no admission charge/entrance fee*). All event requesters are required to comply with all aspects of the team support manual, as applicable. Requests for the U.S. Navy Blue Angels and Thunderbirds must be received by July 1 of the year that is two years preceding the year of the event. Complete Sections I-III and V-VII, and forward the form to the nearest FAA Flight Standards District Office (FSDO) for completion of

7. (*Continued*) Section IV before submitting to each service individually per the instructions listed in number ten of this page. The schedules will be released in December two years prior to the season. Subsequent to public release of the schedules, teams will be rescheduled if a scheduled event is cancelled, the original requesting organization is changed, or the original event site is changed. Previously validated requests will automatically be reconsidered.

NOTE: Several of the aerial demonstrations (*teams and single-ship*) and other aircraft participating in events, have runway length, arresting gear, and other ground support requirements that must be provided by the event organizer. Refer to Military Service-specific support manuals for details before requesting support. Military Services should provide arresting gear, ground support equipment, and security support (as applicable) to civilian air shows supporting approved DoD jet or single-ship demonstration team performances, static display aircraft, etc. This support ensures the safety and security of the performing military teams. Arresting gear support should be requested and coordinated between the air show point of contact and the major commands that provide mobile arresting gear in accordance with the applicable policies of the Military Department being asked to provide the equipment. Funding the transportation of arresting gear, installation, removal, and ground support equipment will be the responsibility of the air show.

8. Requests for single aircraft demonstrations (*e.g., F-22, F-18, Harrier*) will be considered for events as described in paragraph 7 (1) through (4) above. Army single aircraft demonstrations must be received for processing at least 60 days prior to the event. Air Force single aircraft demonstration requests are due July 1 of the year prior to the event with the schedule announced for the following year in December. Navy single aircraft demonstration requests must be received by July 1 of the year preceding the year of the event. USMC Harrier AV-8B, Osprey MV-22, and Lightning II F-35B demonstration or static display requests must be received by August 26 of the year preceding the year of the event. The Harrier demonstration can only be performed over a prepared hard surface or open water. (*Scheduled Harrier events will receive two aircraft, one for demonstration and one for static display. Fifty gallons of distilled water must be provided for each Harrier demonstration.*) Meals, lodging, and transportation for the aircrews must be provided by the requester. Social media coverage, at a minimum, is expected for all flyovers and static displays. Each Service will provide social media hashtags and handles to be used.

9. Civilian-sponsored requests for the U.S. Army parachute team, the "Golden Knights," are considered for events open to the public such as air shows, sporting events, fairs, and other outdoor events that help connect the public with America's Army and enhance the U.S. Army's marketing and engagement efforts. Appearances on military installations are only approved in support of official "open house" programs. All requesters, military and civilian, must provide vehicles, hotel rooms, and a daily show fee. The show fee must be received 60 days before the event or it will be cancelled. Contact the Golden Knights for the current year's support manual which includes the most up-to-date information on support requirements and current show fee. The Golden Knights' show schedule is released in mid-January approximately 30 days after the International Council of Air Shows (ICAS) convention. After the official schedule is released, the Golden Knights consider additional performances if the event is requested at least 60 days prior to the event and there is a team available. In the event of a cancellation, previously submitted requests are automatically considered. The show requester completes Section I, II, III, V, and VII of this form and forwards the form to the nearest FAA Flight Standards District Office (FSDO) for completion of Section IV. Please send the completed form to the contact listed below.

10. All Air Force requests must be made via the Air Force Aerial Events Website, <https://www.airshows.pa.hq.af.mil>. For Army, Navy or Marine Corps support, requester must complete the DD Form 2535 and follow the submission instructions as noted below. Additional DD Forms 2535 may be obtained through the office(s) listed below, through the nearest military installation public affairs office, or on the Internet at https://www.esd.whs.mil/Directives/forms/dd2500_2999/. **For legibility reasons, event requesters are highly encouraged to fill out applicable information on-line prior to printing form out.**

ARMY:

Community Relations Division
HQDA, Office of the Chief, Public Affairs
1500 Army Pentagon, Room 1D470
Washington, DC 20310-1500
usarmyoutreach@army.mil
www.army.mil/comrel

U.S. Army Parachute Team
Attn: Show Scheduler
P.O. Box 73712
Fort Bragg, NC 28307-0126
(910) 907-3025 (fax)
usarmy.knox.hqda.list.apt.show@mail.mil

For instructions on how to request Army assets, please visit:
www.army.mil/comrel/assetrequests

MARINE CORPS:

For instructions on how to request Marine Corps assets, please visit
www.marines.mil/community
(703) 614-1034 (voice)
Submit completed forms via email to
hqmc.comrel@usmc.mil

NAVY:

Navy Office of Community Outreach
Attn: Aviation Support
5722 Integrity Drive, Bldg 456-3
Millington, TN 38054
(901) 874-5803 (voice)
Submit completed forms via email at
aviationsupport@navy.mil
www.outreach.navy.mil

AIR FORCE:

Office of the Secretary of the Air Force
Office of Public Affairs (SAF/PA)
1690 Air Force Pentagon
Washington, DC 20330
(703) 695-9664 (voice)
aerialevents@us.af.mil
Submit request online at
www.airshows.pa.hq.af.mil

REQUESTER: PLEASE RETAIN A COPY OF THIS FORM FOR FUTURE REFERENCE.



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Flight Standards Regional and District Offices

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Alaskan Region

FAA Alaskan Region Headquarters

Flight Standards Division
222 West 7th Ave #14
Anchorage, AK 99513-5912
Phone: (907) 271-5514

Anchorage (ANC-FSDO)

FAA Anchorage FSDO
4510 West International Airport Road
Anchorage, AK 99502
Phone: (907) 271-2000

Fairbanks (FAI-FSDO)

FAA Fairbanks FSDO
6450 Airport Way, Suite 2
Fairbanks, AK 99709
Phone: (907) 474-0276

Juneau (JNU-FSDO)

FAA Juneau FSDO
Juneau International Airport
1873 Shell Simmons Drive Suite 210
Juneau, AK 99801
Phone: (907) 586-7532

Central Region

FAA Central Region Headquarters

Flight Standards Division
901 Locust St
Kansas City, MO 64106-2641
Phone: (816)329-3200

Des Moines (DSM-FSDO)

FAA Des Moines FSDO
3753 Convenience Blvd.
Ankeny, Iowa 50021
Phone: (515) 289-3840

Kansas City (MCI-FSDO)

FAA Kansas City FSDO
10015 N. Executive Hills Blvd.
Kansas City, Missouri 64153
Phone: (816) 891-2100

Lincoln (LNK-FSDO)

FAA Lincoln FSDO
3431 Aviation Road Suite 120
Lincoln, Nebraska 68524
Phone: (402) 475-1738

St. Louis (STL-FSDO)

FAA St. Louis FSDO
10801 Pear Tree Lane Suite 200
St. Ann, MO 63074
Phone: (314) 429-1006

Wichita (ICT-FSDO)

FAA Wichita FSDO
1801 Airport Road, Room 103
Wichita, Kansas 67209
Phone: (316) 941-1200

Eastern Region

FAA Eastern Region Headquarters

Flight Standards Division
1 Aviation Plaza
Jamaica, NY 11434-4809
Phone: (718) 553-3200

Albany (ALB-FSDO)

FAA Albany FSDO
7 Airport Park Boulevard
Latham, New York 12110-1439
Phone: (518) 785-5660

Allegheny (AGC-FSDO)

FAA Allegheny FSDO
3000 Lebanon Church Road Suite 300
West Mifflin, Pennsylvania 15122-2630
Phone: (412) 466-5357

Allentown (ABE-FSDO)

FAA Allentown FSDO
961 Marcon Blvd. Suite 111
Allentown, PA 18109-9371
Phone: (610) 264-2888

Baltimore (BAL-FSDO)

FAA Baltimore FSDO
890 Airport Park Rd. Suite 101
Glen Burnie, MD 21061
Phone: (410) 787-0040

Charleston (CRW-FSDO)

FAA Charleston FSDO
Yeager Airport
301 Eagle Mountain Road Room 144
Charleston, WV 25311-1093
Phone: (304) 347-5199

Pittsburgh (PIT-FSDO)

FAA Pittsburgh FSDO
One Thorn Run Center Suite 200
1187 Thorn Run Road
Coraopolis, PA 15108-3198
Phone: (412) 262-9034

Farmingdale (FRG-FSDO)

FAA Farmingdale FSDO
Administration Bldg. Suite 235
7150 Republic Airport Route 110
Farmingdale, NY 11735-1583
Phone: (631) 755-1300

Garden City (NYC-FSDO)

FAA Garden City FSDO
990 Stewart Avenue Suite 630
Garden City, NY 11530-4858
Phone: (516) 228-8029

Harrisburg (HAR-FSDO)

FAA Harrisburg FSDO
400 Airport Drive, Room 101
New Cumberland, PA 17070-2489
Phone: (717) 774-8271

Philadelphia (PHL-FSDO)

FAA Philadelphia FSDO
2 International Plaza Suite 110
Philadelphia, PA 19113
Phone: (610) 595-1500

Rochester (ROC-FSDO)

FAA Rochester FSDO
One Airport Way Suite 110
Rochester, NY 14624
Phone: (585) 436-3880

Richmond (RIC-FSDO)

FAA Richmond FSDO
5707 Huntsman Road Suite 100
Richmond Intl. Airport, VA 23250-2415
Phone: (804) 222-7494

Teterboro (TEB-FSDO)

FAA Teterboro FSDO
Park 80 West
Plaza One
Saddle Brook, NJ 07663
Phone: (201) 556-6600

Washington (DCA-FSDO)

FAA Washington FSDO
13873 Park Center Road, Suite 475
Herndon, VA 20171
Phone: (703) 230-7664

Brussels Belgium (IFO)

FAA Brussels IFO
FAA c/o American Embassy
PSC 82, Box 002
APO AE 09724
Brussels, Belgium
Phone: (32-2) 508-2720

Frankfurt Germany (IFO)

FAA Frankfurt IFO
Rhein Main Airbase Unit 7580, Bldg.7
A.P.O. AE 09050
Phone: (49-0) 69-69705-0

London England (IFO)

FAA London IFO
Sipson Court 595 Sipson Road
Sipson, West Drayton UB7 0JD
Phone: 44 208 8754 8819

New York (JFK-IFO)

FAA New York IFO
Halmar Building #75, Room 238
JFK International Airport
Jamaica, NY 11430
Phone: 718-553-0986

Great Lakes Region**FAA Great Lakes Region Headquarters**

Flight Standards Division
2300 East Devon Avenue
Des Plaines, IL 60018
Phone: (847) 294-7252

Detroit (DTW-FSDO)

FAA Detroit FSDO
Willow Run Airport East Side
8800 Beck Road
Belleville, MI 48111
Phone: (734) 487-7222

Cincinnati (CVG-FSDO)

FAA Cincinnati FSDO
4240 Airport Road
Cincinnati, OH 45226
Phone: (513) 533-8110

Cleveland (CLE-FSDO)

FAA Cleveland FSDO
Great Northern Technology Park II
25249 Country Club Blvd.
North Olmsted, OH 44070
Phone: (440) 686-2001

Columbus (CMH-FSDO)

FAA Columbus FSDO
2780 Airport Drive, Suite 300
Columbus, OH 43219
Phone: (614) 255-3120

Grand Rapids (GRR-FSDO)

FAA Grand Rapids FSDO
Kent Co. Int'l Airport/FSDO Bldg.
P.O. Box 888879
Grand Rapids, MI 49588-8879
Phone: (616) 954-6657

Fargo (FAR-FSDO)

FAA Fargo FSDO
1801 23rd Avenue North Room 216
Fargo, North Dakota 58102
Phone: (701) 232-8949

Indianapolis (IND-FSDO)

FAA Indianapolis FSDO
8303 West Southern Ave.
Indianapolis, IN 46241
Phone: (317) 487-2400

Milwaukee (MKE-FSDO)

FAA Milwaukee FSDO
4915 S. Howell Ave.
Milwaukee, WI 53207
Phone: (414) 486-2920

Minneapolis (MSP-FSDO)

FAA Minneapolis FSDO
6020 28th Ave. South, Rm-201
Minneapolis, MN 55450
Phone: (612) 713-4211

Rapid City (RAP-FSDO)

FAA Rapid City FSDO
909 St. Joseph St., Suite 700
Rapid City, SD 57701-2699
Phone: (605) 737-3050

Chicago (ORD-FSDO)

FAA Chicago FSDO
O'Hare Aerospace Center
9950 W. Lawrence Ave., Suite 400
Schiller Park, IL 60176
Phone: (847) 928-8000

South Bend (SBN-FSDO)

FAA South Bend FSDO
1843 Commerce Drive, Suite 200
South Bend, Indiana 46628
Phone: (574) 245-4600

Springfield (SPI-FSDO)

FAA Springfield FSDO
Capital Airport
1250 North Airport Drive, Suite 1
Springfield, IL 62707-8417
Phone: (217) 744-1910

DuPage (DPA-FSDO)

FAA DuPage FSDO
31W775 North Ave DuPage Airport
West Chicago, IL 60185
Phone: (630) 443-3100

New England Region**FAA New England Region Headquarters**

Flight Standards Division
12 New England Executive Park
Burlington, MA 01803-5299
Phone: 781-238-7200

Boston (BOS-FSDO)

FAA Boston FSDO
Civil Air Terminal Hanscom Field
Bedford, MA 01730-2616
Phone: (781) 274-7130

Windsor Locks (BDL-FSDO)

FAA Windsor Locks FSDO
1st Floor Building 85-214
Bradley International Airport
Windsor Locks, CT 06096
Phone: (860) 654-1000

Portland (PWM-FSDO)

FAA Portland FSDO
Portland International Jetport
2 Al McKay Avenue
Portland, ME 04102
Phone: (207) 780-3263

Boston (AEG) FSDO 07

FAA Boston (AEG) FSDO
12 New England Executive Park
Room 212, FSDO-07
Burlington, MA 01803
Phone: (781) 238-7888

Northwest Mountain Region**FAA NW Mountain Region Headquarters**



ITEM J-1

To: Mayor and City Commission
Date: February 25, 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	Adam Perry	Jan 1, 2029	4 Year		DDA Board Recommends Appointment
Park Board	Debbie Marquardt	Apr 1, 2025	3 Year	Apr 1, 2028	Reappointment Requested

COMMISSION APPOINTMENTS

BOARD OR COMMISSION	MEMBER NAME	EXPIRATION	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
Board of Review	Vacancy - Alternate	Jan 1, 2026	3 Year		Awaiting Recommendation
Lapeer Building Authority	Vacancy	Jun 1, 2027	3 Year		Awaiting Recommendation
Prison Liaison Committee	Vacancy	Apr 1, 2025	3 Year		
Zoning Board of Appeals	Vacancy – Alternate	Apr 1, 2027	3 Year		Awaiting Recommendation

The following residents have applied to a Board or Commission:

Board/Commission:	Name:	Date Application Submitted:
Downtown Development Authority	Adam Perry	February 26, 2025 (Attached)
Park Board	Debbie Marquardt	February 18, 2025 (Attached)

Current Board members listing with current term ending date is attached (next page), along with said members new application indicating their willingness to be reappointed.

AGENDA ITEM REVIEW

Meeting Date:	February 18, 2025	Date Reviewed:	February 26, 2025
		Reviewed By:	City Clerk's Office

From: [Kim Hodge](#)
To: [Romona Sanchez](#)
Cc: [James Alt](#)
Subject: DDA Board Application - Adam Perry
Date: Wednesday, February 26, 2025 10:28:48 AM
Attachments: [image001.png](#)
[DDA - Board Application - Perry - 2-26-2025.pdf](#)

Romona – Attached is a DDA board application from Adam Perry owner of the Hummingbird House business in downtown.

At the DDA meeting held today, February 26th, the board moved to recommend the City Commission appoint Adam Perry to fill the current DDA board vacancy.

Let me know if you need anything further.

Thanks.

Kim Hodge

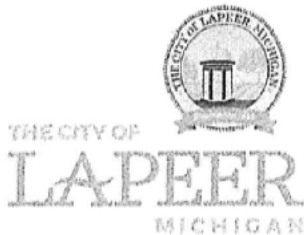
Office Coordinator



Planning Department

576 Liberty Park, Lapeer, MI 48446

810-664-4553 / khodge@ci.lapeer.mi.us



Application for Boards and/or Commissions

Please complete, sign and date the application and return to:
City Clerk's Office, 576 Liberty Park, Lapeer, MI 48446

810-664-5231

Email: clerk@ci.lapeer.mi.us

☐ Accuracy Board	☒ Downtown Development Authority	☐ Lapeer Neighborhoods, Inc.
☐ Board of Review	☐ Economic Development Corporation / Tax Increment Financing Authority / Brownfield Redevelopment Authority	☐ Local Development Finance Authority
☐ Cemetery Board	☐ Greater Lapeer Transportation Authority	☐ Local Officers Compensation Commission
☐ Center for the Arts of Greater Lapeer	☐ Income Tax Board of Review	☐ Park Board
☐ Construction Board of Review	☐ Lapeer Building Authority	☐ Planning Commission
☐ County Center Board	☐ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	☐ Lapeer Housing Board of Appeals	

Please tell us why you wish to serve on this Board or Commission; describe your relevant experience; and what do you feel you can contribute to the Board or Commission:

I wish to serve on this board to help bring fresh ideas and perspectives with the continuing development of our downtown. I may not have a lot of experience but as a hands-on business owner in downtown; I listen to ideas and get feedback from our community. I find this to be valuable experience. I would like to get more involved with the development of our community.

Applicant Information:

Print Name:

Adam
(First)

PERRY
(Last)

Street Address:

Home Phone:

Email:

Employer:

NA

Occupation:

Business owner

Educational Background:

High school graduate / some college

Community Activities and/or Work Experience:

Helping with the Events with Tammy for Winterfest. Working with other businesses to coordinate winter events.

Signature

Date

02/20/2025

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.

PARK BOARD
APPOINTED BY: MAYOR

7 MEMBERS	TERM ENDS	TERM
TONY STROH	APR 1, 2025	3 YEAR
DEBORAH MARQUARDT	APR 1, 2025	3 YEAR
DIANNE NORDBERG **	APR 1, 2025	3 YEAR



RECEIVED

FEB 18 2025

CITY MANAGER
LAPEER, MI

Application for Boards and/or Commissions

Please complete, sign and date the application and return to:

City Clerk's Office, 576 Liberty Park, Lapeer, MI 48446

810-664-5231

Email: clerk@ci.lapeer.mi.us

☐ Accuracy Board	☐ Downtown Development Authority	☐ Lapeer Neighborhoods, Inc.
☐ Board of Review	☐ Economic Development Corporation / Tax Increment Financing Authority / Brownfield Redevelopment Authority	☐ Local Development Finance Authority
☐ Cemetery Board	☐ Greater Lapeer Transportation Authority	☐ Local Officers Compensation Commission
☐ Center for the Arts of Greater Lapeer	☐ Income Tax Board of Review	☒ Park Board Re-appointment
☐ Construction Board of Review	☐ Lapeer Building Authority	☐ Planning Commission
☐ County Center Board	☐ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	☐ Lapeer Housing Board of Appeals	

Please tell us why you wish to serve on this Board or Commission; describe your relevant experience; and what do you feel you can contribute to the Board or Commission:

Being outdoors is so important to our community. I am & have been for years so proud of our park system. Just one of our best assets.

I would very much like to continue serving on the park board, and would look forward to helping on future park & trail projects. I helped with the last 5 year park master plan.

Applicant Information:

Print Name: Debbie (First) MARGUARDT (Last)

Street Address: - Lapeer
Home Phone: N/A Cell Phone:
Email: @com
Employer: - Occupation: Retired

Educational Background: High School & many various college & community courses.

Community Activities and/or Work Experience: Director of Holiday Depot of Lapeer County. Community Education Outreach, Book Club, Mayor & City Commission, Park & Cemetery board, American Legion Auxiliary DDA, Planning Commission

Signature: Debbie Marguardt Date: 2-16-25

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.



Downtown Development Authority

February 20, 2025

Lapeer Main Street DDA.

- *Michigan Main Street Program/Michigan Downtown Association*
 - Michigan Main Street
 1. Thank you to those of you who were able to attend our board of directors retreat. I think it generated some good conversations and some good ideas. Attached to this report you'll find the completed Main Street Score Card. We will spend some time talking through this at the board meeting. I'd recommend spending some time prior to the meeting reviewing it. The hope is that this will help us visualize areas where we need to focus and strengthen our program. The final page of the scorecard has some good questions for us to review.
 2. **As we prepare for our Strategic planning service, the suggestion/request from Michigan Main Street is that we discuss and identify the 5 priority areas for the year that would be helpful to guide the board for this year as you go through strategic planning.**
 3. Attached you will also see the report for our program assessment. This is a reflection of where Michigan and National Main Street see our program. In order to achieve accreditation at the National level, we must score a 3 or higher in each of the six areas. You will see from the report that we scored a 2 in the area of inclusive leadership and organizational capacity. **This means that Lapeer has lost its accreditation for 2025.**

This means we risk losing the following benefits:

 1. **National Recognition** – Accredited programs receive the official Main Street America designation, signaling a strong commitment to historic preservation-based economic development.
 2. **Higher Level of Support** – Access to exclusive training, networking, and technical assistance from Main Street America and state-level coordinating programs.
 3. **Funding Opportunities** – Some grants and funding opportunities are only available to accredited programs.
 4. **Branding & Marketing** – Accredited programs can use the Main Street America Accredited seal to enhance credibility and visibility.
 5. **Access to Research & Data** – Exclusive reports, best practices, and national benchmarking data to guide revitalization efforts.
 6. **Priority for National & State Programs** – Often given priority consideration for pilot projects, case studies, and promotional opportunities.
 4. The final page of the report lists several recommendations on areas that we can work toward improving. The key area will be engagement at the board and committee level.
 5. Main Street Dates –
 1. February 26 – Main Street Directors Training in Lansing
 2. April 7 – 10 – Main Street NOW Conference in Philadelphia

- Michigan Downtown Association
 1. The MDA's annual advocacy day in Lansing will take place on March 4. This is The MDA's annual meetings with legislators to advocate for resources and support of Michigan's downtowns. It's an opportunity to make introductions (especially important this year with new legislators) and an opportunity to talk about issues facing our communities.
 2. The MDA's annual Spring workshop will take place on Wednesday March 5th in Lansing. I will be presenting as part of a joint session with Michigan Main Street and The MDA, talking about ways to support downtown directors/managers in the State of Michigan
- Connecting Entrepreneurial Communities:
 - Registration for the CEC Conference in Lapeer is now open. Registration is required for attendees, cost is \$125. I would recommend you consider attending the conference. It's an opportunity to hear from others in the Downtown Development, Economic Development world and it's local. This is also one of the more affordable conferences that focuses on entrepreneurship and downtowns.
 - You can register for the conference here:
<https://msu-prod.dotcms.cloud/cec/CECregister>

Business Development - Economic Vitality

- Business Recruitment/Retention and Support
 - The Business Development Committee met on February 19. The committee discussed the scoring for this year's Match on Main grants, changes to the scoring and discussed the benefits of the program and potential applications. The committee will meet in March to score local applications. The committee also reviewed priorities for the year with a focus on starting the Downtown Business Owner newsletter back up. This was discussed at the board retreat as well. The committee identified several ideas to include in the newsletter with some items being included monthly and others being quarterly additions. The goal is to send the newsletter electronically on a monthly basis.
 - We are in the process of updating the information for our Downtown Business Directory. Our goal is to bring the printed directory back into circulation. This piece was very well received when the DDA printed a directory pre-2020. The directory includes ad space, a business directory, event information, general information about Lapeer Main Street and information on Downtown Lapeer. The goal is to have the directory completed and printed so that it can be distributed at the CEC Conference in May. This has also been a good fundraiser for the DDA in the past as well.
 - 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 – 2nd/3rd Floor office space available
 3. 44 W. Park Street – Calvelli's For Sale (Including Liquor License)
 4. 606 N. Saginaw Street – multiple units
 5. 10 E. Nepessing St. – Previously Flannagan's
 6. 114 Park Street – Located next to the Chamber and Holiday Depot
 7. 324 W. Nepessing Street – Under new ownership
 8. 404 W. Nepessing Street – Previously Tech Smart – The property owners are currently exploring options for the space.
 9. 240 W. Nepessing Street – next to Beautiful U.
 10. 306 Genesee St. – In front of Gerlach's Bowling Center

- b. Businesses Opening
 - i. 324 W. Nepessing St. – Michigan Exterior Pros
 - ii. 380 N. Saginaw St. – Triple A Painting
 - iii. 359 W. Nepessing St – KC Insurance Agency

Placemaking - Design:

- o The placemaking committee met on February 18 and discussed options for the next round of Main Street Vibrancy Grants. This year's grant is up to 15,000, with a 10% match. Several of the projects that the committee has identified cost less than the total grant amount. It was discussed and recommended that we group several projects together. This would allow us to create a larger impact and maximize the grant. The committee is currently getting cost estimates for:
 - Cigarette "voting boxes"
 - Bike Racks
 - History Walks and History plaques mounted on buildings to highlight the building's history.
 - Fire Pit/Warming Stations for ChristmasFest
 - Santa's Phone Booth – a way for visitors to hear stories from Santa in a British style call box.

Outreach – Organization & Promo and Marketing:

- This is the committee in the most need of members. We will need to identify a solid date and time that works for the committee to meet. Currently, the committee is scheduled to meet the second Tuesday of the month at 5:00pm. It does not seem as though this time works, so I believe that we need to revisit this.
- We are in need of more members for the outreach committee, as this committee is currently tasked with volunteer recruitment, engagement, and recognition. Additionally, this committee is responsible for the fundraising and sponsorship drives of the organization. These are two areas that we need to focus on and re-energize. These areas will be especially important this year as there will be a stronger need for fund development and volunteer engagement.
- DDA Online (social media, Website)
 - o Social Media:
 - Facebook
 - Followers = 7420 followers on Facebook
 - Views = 88,103
 - Reach = 33,101
 - Engagement = 6342
 - 32 New Followers in the last 28 days
 - 279 Shares
 - Demographics = 80% Women 20% Men
 - Instagram
 - Followers = 1154
 - Reach = 323 in the last 28 days

Special Events:

- The Special event committee met on February 11 and discussed the proposed events for this year. The Event committee recommends the following events for 2025:
 - o Monday Car Cruise
 - o Ladies Night Out (May and November)
 - o Summer Concert Series
 - o Porch Fest
 - o Ghost Tours (First Saturday of October)
 - o Treat Walk
 - o ChristmasFest (previously WinterFest)
 - o Back to the Bricks Tune-Up Cruise – August 6
 - o Sidewalk Sales – July 25 and 26
 - o Chocolate Walk/Retail Week – February 7 – 14

- In addition to these events, I have also been approached by some of the restaurants in town asking to support a restaurant week the first week of April. They have requested the DDA help to coordinate and help with promotion. I would recommend the DDA adds this to the list to support.

Partnerships:

- The City is looking at utilizing a grant to support public places, including Artwork. This includes the addition of some murals. One of the areas that they are open to including a painted mural is the Wall of The PIX Theatre behind the stage in the pocket park. This is a space where I have wanted a mural for some time. The building in that area is made of cement block, not brick, and is already painted. This means it's a great location to have a painted mural. There is also the potential to wrap the mural around the backside of the Theatre, which could create a unique visual.

Administrative:

- *Thank you to all of you for your support the last month and a half and the flexibility I was given. I appreciate it.*

James Alt
Lapeer DDA Executive Director,
810-728-6598
james@lapeerdda.com

To: City Commission
From: Alex Hritcu AICP, Planning Consultant
Date: February 18, 2024
RE: Planning Commission Report 2024

STAFF RECOMMENDATION

Please accept the 2024 Planning Commission Annual Report attached to this memorandum.

CURRENT OR NEW INFORMATION

On February 13, 2025, the Planning Commission reviewed the attached annual report which acts as a summary of activities the Planning Commission completed in 2024, per the requirements of Section 19(2) of the Michigan Planning Enabling Act (PA 33 of 2008). The report also notes Planning Commission goals for 2025.

AGENDA ITEM REVIEW

Meeting Date: March 3, 2025

Date Reviewed: February 24, 2025

Consent:

Administrative:

Reviewed By: City Clerk's Office

Public Hearing:

Planning Commission Annual Report 2024

Section 19 of the Michigan Planning Enabling Act requires the Planning Commission to submit a report annually the legislative body on "...its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development". This report represents the City of Lapeer Planning Commission's 2024 Annual Report to the City Commission.

Membership

The City of Lapeer Planning Commission is a Nine-member board. Members are appointed on 3-year terms.

Planning Commission Members	Term Expiration
Austin Kelly (Chairperson)	Aug 1, 2026
Doug Roberts (Vice Chairperson)	Aug 1, 2026
Audrey Brady	Aug 1, 2027
Joshua Atwood	As City Commission Representative
Catherine Bostick-Tullius	Aug 1, 2025
Marty Johnson	Aug 1, 2026
Jeff Pattison	Aug 1, 2027
Deborah Marquardt, Mayor (Secretary)	As Mayor
Mike Womack, City Manager	As City Manager

Planning and Zoning Activities – 2024

The Planning Commission held 11 regular meetings in 2024 and one joint meeting with the City Commission. During those meetings, it reviewed:

- **Special Land Use Requests (5)**
 - 35 S. Court St. – Zock Multi-Family Housing in the Mixed-Use Overlay District (Approved).
 - 39 W. Genesee St. – Swaine/Lapeer Cultivation Marihuana Grow Facility in the Mixed-Use Overlay District (Denied).
 - 1985 W. Genesee St. – Crank Cycle & Fitness to operate a drive-through (Approved).
 - 909 W. Genesee – Hribek Used Auto Sales (Tabled).
- **Site Plan Reviews – (7)**
 - 3135 John Conley South. – DTE Apolo Substation (Approved)
 - 480 Nepessing St. – Woodchips Mixed - Use Building (Approved).
 - 1068 S. Main St. – Tommy's Express Car Wash (Approved).
 - DeMille Blvd. – Charles Farley Commercial Building (Approved).
 - 3123 John Conley Dr. – Urgent Design Manufacturing Addition (Approved).
 - John Conley Dr. – Fresh Water Gardens (Lapeer Cultivation) Marihuana Grow Facility (Approved).
 - 2396 W. Genesee St. – Lapeer County Animal Control Building Addition (Approved).

- **Site Plan Extensions (4)**
 - Southeast Corner of Turrill Rd./S. Main Street – M-24 – Blain’s Farm & Fleet Commercial Use (Approved).
 - Carriage Hill Circle. – Multi-family Residential Units (Approved).
 - 715. S Main St. – Sunoco Gas Station Addition (Approved).
 - 1109 S. Main Street – El Cozumel Restaurant (Approved).
- **Rezoning (2)**
 - 2938, 2946, 2960, 2990 W. Genessee St. – B-1 Neighborhood Business to B-2 General Business (Recommended Approval).
 - 3301 Davison Rd. – I-1 Industrial to B-2 General Business (Recommended Approval).
- **Text Amendments (3)**
 - Marihuana Grow Facilities Section 7-6, 7-8, 7-10 & 7-13 (Recommended Approval).
- **Other Business**
 - 1333 Imlay City Rd. – Jazz Club Alternative Order Control System (Approved).
 - 1313 Imlay City Rd. – Class A Non-Conforming Building (Approved).
 - 121 -125 W. Nepessing – LaMagna Lofts Preliminary Design.
 - 2025-2030 Capital Improvement Program (Approved)
 - The Planning Commission has requested the Planning Department prepare a guide for applicants regarding building materials. This is underway.

Training Log

The Training Policy for the City of Lapeer Planning Commission was updated in 2023, and it does not require members to attend a specific number of trainings, but it requires the city to provide at least two training opportunities to board members during each calendar year. In 2024 the city provided training on the Housing Trends and Marihuana Ordinance updates at the joint meeting in August.

In 2025, one training priority will be exploring the best approach to ensuring the use of high-quality building materials positively contribute toward community character.

Economic & Marketing Polices

In 2021 the City of Lapeer adopted Economic & Marketing Strategies. The following table summarizes the status of high priority strategies within the document.

Planning Commission Annual Report 2024

Strategy	Responsible Party	Priority	Status
Downtown			
Create and capitalize on a physical environment that is engaging and inviting to families.	DDA	High	Ongoing
Build a family-friendly brand that is Historic Lapeer.	DDA	High	Ongoing
The City of Lapeer has a prominent and successful downtown with attractive historic character.	DDA Planning Dept.	High	Ongoing
Will partner with the Lapeer Area Chamber of Commerce, Lapeer County, Center for the Arts, and Lapeer Development Corporation to foster economic development.	DDA, Planning Dept. City Manager's Office	High	Ongoing
Continue to review new uses and regulate accordingly.	DDA Planning Dept.	High	Ongoing
Quality of Life			
Watch and review local and regional use trends to anticipate desired new uses in the community.	Planning Dept.	High	Ongoing
Designate areas for office and light industrial that support the high level of market demand in the City in proper locations to minimize adverse impacts on remaining development.	Planning Dept.	High	This Strategy may need to be re-evaluated given changes in demand for office space.
Continue to advertise the City of Lapeer is a quality place to live and work.	City Manager	High	Ongoing
View of Development			
Review the Zoning Ordinance so the desired design standards are in place regarding building appearance, landscaping, and other design-oriented goals.	Planning Dept. Planning Commission	High	Zoning Ordinance Review completed in 2022. Additional work is required in 2025.

Planning and Zoning Goals for 2025

The Planning Commission will continue to review rezoning, special land use, and site plan review requests as provided for in the Zoning Ordinance. Additional goals for 2025 include:

- Receive training and clarify provisions of the zoning ordinance regarding building materials to ensure relevant ordinance sections are having the intended effect.
- Explore options to provide greater flexibility regarding minimum parking requirements and make amendments to the ordinance as appropriate.
- Evaluate and consider revising provisions of the zoning ordinance and other associated city ordinances related to signs.

CITY OF LAPEER, 576 LIBERTY PARK, LAPEER, LAPEER COUNTY, MICHIGAN 48446

N-1

2025 MEETING DATES

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

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

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, MiPMCIII
City Clerk

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



MAT. TRANS.

To: City Commission
Date: February 25, 2025
RE: Material Transmittals

1. Lapeer County EMS Response Information – January 2025.



Incident Count by Agency per Municipality
January 2025



	EMS calls	LCEMS	MEDSTAR	MARLETTE	LCEMS %
Almont Township	24	24	0	0	100.00%
Almont Village	27	27	0	0	100.00%
Arcadia Township	23	23	0	0	100.00%
Attica Township	26	25	1	0	96.15%
Burlington Townsip	10	7	0	3	70.00%
Burnside Township	8	3	0	5	37.50%
Clifford Village					#DIV/0!
Columbiaville Village	5	5	0	0	100.00%
Deerfield Township	35	35	0	0	100.00%
Dryden Township	19	19	0	0	100.00%
Dryden Village	9	9	0	0	100.00%
Elba Township	41	41	0	0	100.00%
Goodland Township	9	7	0	2	77.78%
Hadley Township	23	22	1	0	95.65%
Imlay city	62	62	0	0	100.00%
Imlay Township	24	24	0	0	100.00%
Lapeer City *	334	171	163	0	51.20%
Lapeer Township	38	27	11	0	71.05%
Marathon Township	18	18	0	0	100.00%
Mayfield Township	91	69	22	0	75.82%
Metamora Township	25	25	0	0	100.00%
Metamora Village	2	2	0	0	100.00%
North Branch Township	16	16	0	0	100.00%
North Branch Village	11	11	0	0	100.00%
Oregon Township	34	33	1	0	97.06%
Otter Lake Village	2	2	0	0	100.00%
Rich Township (Mayville)	15	13	0	5	86.67%
Totals	931	720	199	15	77.34%
Emergency Calls (less transfers)	787	712	63		90.47%
Lapeer City transfers *	144	8	136		
Lapeer E-Calls *	190	163	27		85.79%

RECEIVED

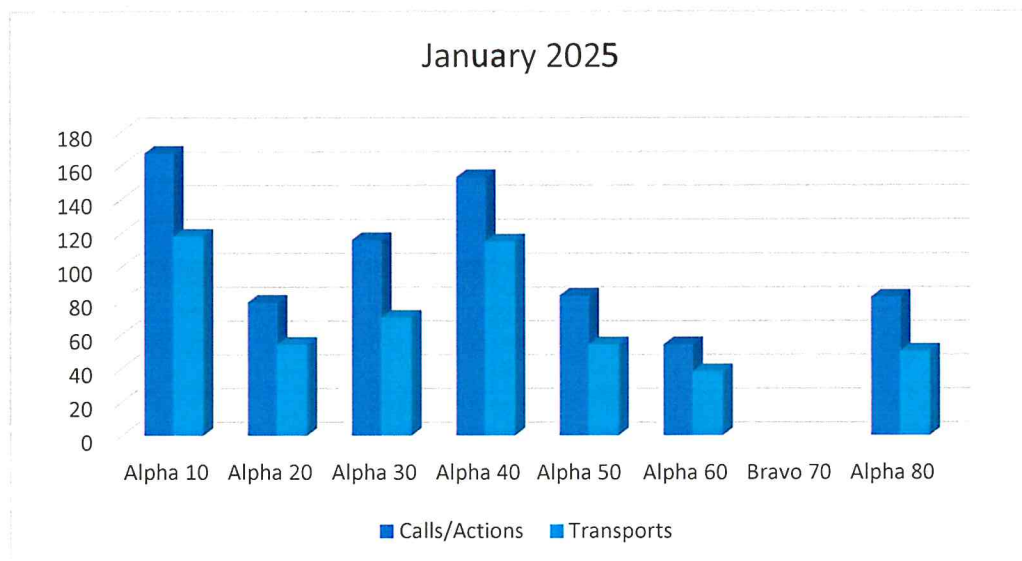
FEB 18 2025

CITY MANAGER
LAPEER, MI



	Station	Calls, Station actions	Transports	Transport % of Volume
Lapeer City	Alpha 10	167	118	70.66%
North Branch	Alpha 20	79	54	68.35%
Imlay City	Alpha 30	116	70	60.34%
Elba	Alpha 40	153	115	75.16%
Mayfield	Alpha 50	83	54	65.06%
Metamora	Alpha 60	54	38	70.37%
Goodland	Bravo 70			#DIV/0!
Dryden	Alpha 80	82	50	60.98%
	Totals	734	499	
		Average Transport % per call		67.98%
	Wheelchair Van		15	
	TOTAL		749	

Lapeer County Incidents	720
Other Activity (transfers)	2
	722





CCAD - Monthly Incident Count By Agency for Lapeer
Summary By Department By Incident Type

For 01/01/2025 Thru 02/01/2025



For Cities: LAPEER CITY

Agency Code	Type Code	Num Of Incidents
1E - Lapeer County EMS	ALARM - ALARM INTRUSION	1
	ALARMM - MEDICAL ALARM	5
	AMB - AMBULANCE CALL MEDICAL	143
	CO - CO INVESTIGATION	1
	DOMESTIC - DOMESTIC/ASSAULT	3
	DOS - DEATH ON SCENE	2
	PIA - PERSONAL INJURY ACCIDENT	1
	PTTRANS - PATIENT TRANSFER MEDICAL	8
	STRUCTURE - STRUCTURE FIRE	3
	SUICIDAL - SUICIDAL PERSON	2
	WELFAR - WELFARE CHECK	2
Total Incidents for 1E - Lapeer County Ems		171

Sum:

171