



**AGENDA
CITY OF LAPEER
LAPEER CITY COMMISSION
576 LIBERTY PARK, LAPEER, MI 48446
APRIL 7, 2025
810-664-5231 * www.ci.lapeer.mi.us ***

6:30 P.M. CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF APRIL 7, 2025, AGENDA

PRESENTATION: FLOCK Camera, Matt Wayne

A. MINUTES:

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

B. PUBLIC COMMENTS:

C. CONSENT AGENDA:

1. Special Event: DDA, Lapeer Car Cruise, Mondays, May 5, 2025, through September 15, 2025, from 5:00 p.m. to 9:00 p.m., Nepessing St. between Mason and Pine.
2. Special Event: DDA, Spring Ladies Night Out, May 9, 2025, from 4:00 p.m. to 9:00 p.m. downtown along Nepessing.
3. Special Event: Lapeer Chamber, Food Truck Fest, May 12; June 9; July 14; September 8, 2025, from 4:00 p.m. to 8:00 p.m., City Lot #5.
4. Special Event: Lapeer High School, Swing Out, June 3, 2025, from 5:00 p.m. to 7:00 p.m. along Nepessing.
5. Special Event: Lapeer Chamber, Annual Fireworks Show, July 12, 2025, to begin at dusk on the grounds of Roland Warner Middle School.
6. Special Event: Lapeer Chamber, Lapeer Days Festival, August 15-17, 2025.
7. Special Event: Lapeer Chamber, Annual Christmas Parade, December 5, 2025, beginning at 6:00 p.m., along Nepessing.
8. Fixed Asset Disposal – 2020 Ford Police Interceptor Utility & 2014 Ford Police Interceptor Sedan.
9. 2025 Spring Clean Up – May 5, 2025.
10. MDOT Local Bridge Resolutions – Nepessing Street, Fox Street, and Oregon Street.
11. MDOT Designation of Street Administrator Resolution.

SUGGESTED MOTION:

Approve the Consent Agenda for April 7, 2025.

D. BILL LISTING:

1. Bill Listing for April 7, 2025.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the Bill Listing for April 7, in the amount of \$293,781.55.

E. PROCLAMATIONS, RECOGNITIONS AND RESOLUTIONS:

F. PUBLIC HEARINGS:

G. ADMINISTRATIVE REPORTS:

1. Annual Fair Housing Resolution.

SUGGESTED MOTION:

Adopt the resolution to approve the Fair Housing Policy.

2. Downtown Right-of-Way Licenses.

SUGGESTED MOTION:

Approve the nine (9) Downtown Right-of-Way Licenses, as presented.

3. DeMille Blvd./Oakdale Grounds and Mt. Hope Cemetery Grounds Mowing Agreement.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the grounds maintenance agreement for DeMille Blvd./Oakdale Grounds and Mt. Hope Cemetery with Green Meadows Landscape, Inc. for the 2025, 2026 and 2027 seasons, not to exceed \$12,500 annually for DeMille Blvd./Oakdale Ground and \$32,750 annually for Mt. Hope Cemetery, and authorize the Mayor and City Manager to sign the contracts.

4. Genesee Street - Main Street to Saginaw Street - Road Diet Study and Pedestrian Crossing Warrants.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the contract with Rowe Profession Services for a Pedestrian Crossing Study in the amount of \$2,900 and Traffic Data Collection and Road diet study in the about of \$5,800 for Genesee Street, between Main Street and Saginaw Street, and authorize the City Manager to sign all necessary documents.

H. CITY MANAGER'S REPORT:

1. Various matters.

I. CITY ATTORNEY'S REPORT:

1. None.

J. UNFINISHED BUSINESS:

1. Appointments to Boards and Commissions.

K. DEPARTMENTAL COMMUNICATIONS:

1. Downtown Development Authority.

L. PUBLIC COMMENTS:

M. CLOSING COMMENTS:

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

N. REMINDER OF MEETINGS:

Next City Commission Meeting: **MONDAY, APRIL 14, 2025, Special @ 4:30 p.m.**

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.

From: [Jeremy Howe](#)
To: [Romona Sanchez](#)
Cc: [Mike Womack](#)
Subject: FLOCK Presentation
Date: Wednesday, March 19, 2025 4:26:43 PM
Attachments: [image001.png](#)
[image002.png](#)

Hey Romona,

Please put FLOCK Camera on the April 7th agenda for a presentation. The representative from FLOCK will be Matt Wayne. He will be utilizing power point as well. Thank you!

Jeremy Howe

Chief of Police
City of Lapeer Police Department
2300 W. Genesee St.
Lapeer, MI 48446
(810) 664-0833
(810) 664-3141 FAX
lapeerpd@ci.lapeer.mi.us



Equitable Police Services through Professionalism, Courtesy and Fairness

**LAPEER CITY COMMISSION
MINUTES OF A REGULAR MEETING
MARCH 17, 2025**

A regular meeting of the Lapeer City Commission was held March 17, 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.

41 2025 03-17 AGENDA APPROVAL

Moved by Glisman. Seconded by Brady.

Approve the Agenda for March 17, 2025, as presented.

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

Nays: None.

MOTION CARRIED.

42 2025 03-17 MINUTES

Moved by Glisman. Seconded by Brady.

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

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

Nays: None.

MOTION CARRIED.

PUBLIC COMMENTS

Brad Haggadone, Lapeer County Commissioner, provided an update to the City Commission regarding the Lapeer County Board of Commissioners' proceedings.

Members of the Kiwanis Club of Lapeer gave an update on the fundraising efforts for the Inclusive Playground project.

John DeAngelis spoke about community leaders not living in this community.

Jeremy Hing spoke about streets of Andrew's River Estates.

Michael Higgins spoke about the odor from the marihuana grow facilities.

Melissa Petrie gave an invocation.

43 2025 03-17 CONSENT AGENDA

Moved by Swindell. Seconded by Glisman.

Approve the consent agenda for March 17, 2025, as presented:

1. Special Event: Run for The Troops 5K Run/Walk, Rowden Park, April 19, 2025, 8 a.m.

2. Special Event: Kiwanis Club Rubber Duck Dash, Cramton Park, September 13, 2025, 11 a.m. – 3 p.m.
3. Special Event: Kiwanis Club Fantasy Forest, Rowden Park, October 11, 2025, 11 a.m. – 4 p.m.

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

Nays: None.

MOTION CARRIED.

44 2025 03-17 BILL LISTING

Moved by Brady. Seconded by Swindell.

Approve the bill listing for March 17, 2025, in the amount of \$1,015,083.06.

ON A ROLL CALL VOTE.

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

Nays: None.

MOTION CARRIED.

PUBLIC HEARING - 2025 MSHDA, MI NEIGHBORHOOD CDBG GRANT

Mayor Marquardt opened the public hearing at 6:51 p.m.

There being no comments from the public, the public hearing was closed at 6:52 p.m.

45 2025 03-17 RESOLUTION – 2025 MSHDA, MI NEIGHBORHOOD CDBG GRANT

Moved by Glisman. Seconded by Swindell.

Adopt the resolution for the proposed 2025 Michigan State Housing Development Authority (MSHDA), MI-Neighborhood CDBG Rehab Grant application.

Michigan State Housing Development Authority (MSHDA), MI-Neighborhood Community Development Block Grant Authorizing Resolution Resolution #2025-01

WHEREAS, the Michigan State Housing Development Authority (MSHDA) invited Units of General Local Government to apply for its MI-Neighborhood, Community Development Block Grant (CDBG) Homeowner Rehabilitation grant application; and

WHEREAS, the City of Lapeer desires to request \$200,000 in CDBG funds to improve five (5) or more existing homeowner-occupied homes within the City of Lapeer; and

WHEREAS, the proposed MI-Neighborhood, Community Development Block Grant (CDBG) Homeowner Rehabilitation grant application is consistent with the local Master plan, Goals and Objectives, and Anti-Displacement policy as described in the Application; and

WHEREAS, the proposed projects will focus on improving permanent residential structures, which are to be occupied by low- or moderate-income households; and

WHEREAS, no project costs (CDBG and non-CDBG) will be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs has been provided by the CDBG Specialist.

WHEREAS, said Lapeer City Commission authorizes City of Lapeer Housing Improvement Department to submit the application in the amount of \$200,000 for funding through the Michigan State Housing Development Authority's MI-Neighborhood CDBG Grant Program for a City of Lapeer Housing Improvement Grant, authorizes the Mayor to sign grant application forms, grant agreement, attachments, and grant amendments, and authorizes the Director of Housing and Neighborhood Development and the Grant Administrator to sign related grant documents, financial status reports for payment, and other required reports when allowed by MSHDA as required on behalf of the City of Lapeer; and

WHEREAS, said Lapeer City Commission held a public hearing on March 17, 2025, regarding the proposed MI-Neighborhood, Community Development Block Grant (CDBG) Homeowner Rehabilitation grant application; and

THEREFORE, BE IT RESOLVED, that the Lapeer City Commission authorizes the City of Lapeer Housing Improvement Department to submit the application in the amount of \$200,000 for funding through the Michigan State Housing Development Authority's MI-Neighborhood CDBG Grant Program for a City of Lapeer Housing Improvement Grant, authorizes the Mayor to sign grant application forms, grant agreement and all attachments, and grant amendments, and authorizes the Director of Housing and Neighborhood Development and the Grant Administrator to sign related grant documents, financial status reports for payment, and other required reports when allowed by MSHDA as required on behalf of the City of Lapeer.

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

Nays: None.

MOTION CARRIED.

ADMINISTRATIVE REPORTS:

46 2025 03-17 RESOLUTION - KIWANIS CLUB OF LAPEER DNR GRANT

Moved by Swindell. Seconded by Glisman.

Adopt the resolution for the Kiwanis Club of Lapeer Inclusive Playground RP24-0114 DNR Grant resolution.

CITY OF LAPEER RESOLUTION #2025-02 KIWANIS CLUB OF LAPEER INCLUSIVE PLAYGROUND RP24-0114 DNR GRANT RESOLUTION

WHEREAS, the City of Lapeer will use the \$1,350,000 (90%) provided by the Kiwanis Club Lapeer to complete the project during the project period to match the \$150,000 grant authorized by the DEPARTMENT; and

WHEREAS, the City of Lapeer will maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times; and

WHEREAS, the City of Lapeer will construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement; and

WHEREAS, the City of Lapeer will regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms; and

WHEREAS, The City of Lapeer will comply with and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution; and

NOW THEREFORE BE IT RESOLVED, that the City of Lapeer, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and the City of Lapeer does hereby specifically agree, but not by way of limitation, as outlined above in the resolution.

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

Nays: None.

MOTION CARRIED.

47 2025 03-17 NEPESSING STREET – SIDEWALK AND CURB RECONSTRUCTION

Moved by Swindell. Seconded by Glisman.

Approve the contract with Greenleaf Masonry and Concrete, Inc. for reconstruction of the existing sidewalk and curbing along the north side of Nepessing Street from the Nepessing Street bridge over Farmers Creek eastward to the Lapeer Agency at 145 E. Nepessing Street, for an amount not to exceed \$45,172.50 and authorize the Director of Public Works to sign the necessary documents.

ON A ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

48 2025 03-17 REPLACE HVAC UNITS – PUBLIC SAFETY BUILDING

Moved by Brady. Seconded by Swindell.

Approve the contract with Warren Systems for the replacement of two rooftop HVAC units at the Public Safety Building, for an amount not to exceed \$26,356.84, and approve the corresponding budget amendment, and authorize the Fire Chief to sign the necessary documents.

ON A ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

CITY MANAGER'S REPORT

City Manager Womack commented that he would like to know what topics of discussion the Commission would like to discuss at the upcoming joint meeting. Each board is being asked what concerns they have. The Planning Commission has mentioned that they have concern with the color schemes around the city.

Commissioners suggested each board becoming more familiar with the Master Plan and the details of it; having quarterly joint meetings with the other boards instead of only once a year.

CITY ATTORNEY'S REPORT

None.

UNFINISHED BUSINESS

49 2025 03-17 REAPPOINTMENT – PARK BOARD

Moved by Swindell. Seconded by Brady.

To confirm the Mayor's re-appointment of Dianne Nordberg to the Park Board, for a term to expire April 1, 2028.

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

Nays: None.

MOTION CARRIED.

DEPARTMENTAL REPORTS

The Monthly Departmental Reports were received into the record.

PUBLIC COMMENTS

None.

MAYOR/COMMISSIONER COMMENTS

Commissioner Petrie: Thanked the members in the audience for coming tonight. Has received complaints regarding the marihuana odor. Felt the article in the paper, regarding smells in the County minimized what the people in the neighborhoods and surrounding area are dealing with. Wants to solve the problem, not put a band aid on it. We can solve this; we are in charge.

Commissioner Glisman: Happy St. Patrick's Day; when she taught, all the kids loved this holiday, regardless of their heritage all the kids participated in this holiday. Disappointed with the Golden Arrow and the amount of loitering that takes place and its business practices. History lesson, March 17, 1776, British forces were forced to evacuate Boston.

Commissioner Swindell: Happy St. Patrick's Day. Excited to go to Cap-Con in Lansing to lobby and learn with all the other elected officials.

Commissioner Atwood: Thanked the Kiwanis for all their hard work, suggest they apply for the Community Excellence Award from the MML when the project is complete. Thanked city staff for all their hard work. Spoke about local level issues while in Washington; encouraged elected officials to look at local governments' budgets; was able to stand up and fight for Michigan.

City Manager Womack: Proposed budgets are ready and have been distributed to the Commissioners. Staff did an awesome job preparing them; parking lots, roads, and sidewalks are the major focus of this budget. Will be attending a couple classes this week. Began reading a book suggested by Commissioner Glisman. Hoping to relocate to this community in the near future.

Mayor Marquardt: Washington D.C. is a wonderful place to visit. Delivered many corn beef dinners to some needy people today who were very thankful. Golden Arrow will be holding an open house on April 25, 2025, Noon-6:00 p.m. Would like to look at joining the recycling efforts.

50 2025 03-17 ADJOURNMENT

Having no further business the regular meeting was adjourned at 7:23 p.m.

Debbie Marquardt, Mayor

Romona Sanchez, City Clerk

To: Mike Womack, City Manager
From: Jeremy Howe – Chief of Police
Date: March 17, 2025
RE: Special Event – Car Cruise

STAFF RECOMMENDATION

Approve the event.

CURRENT OR NEW INFORMATION

We received a request from the Lapeer Downtown Development Authority to hold their annual Summer Car Cruise on Nepessing Street, between Mason Street and Pine Street. The event would be held nearly every Monday night beginning May 5, 2025, and run through September 15, 2025, from 5:00PM – 9:00PM. This event requires only minimal City resources from the DPW to weekly set out barricades the morning of the event and barricade removal the morning after the event. The placement of the barricades in the roadway and removal is done by members of the DDA. The event is expected to bring in over 1,100 attendees per week.

See PDF File SE Lapeer Car Cruise 2025.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

Annual Event

AGENDA ITEM REVIEW

Meeting Date: April 7, 2025

Date Reviewed: March 31, 2025

Consent: X

Administrative:

Reviewed By: R. Sanchez, City Clerk

Public Hearing:

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)	Lapeer Downtown Development Authority	Phone #	810-728-6598
Address	410 W. Nepessing St. Ste. 106		
Organization Event Coordinator/Contact	James Alt	Phone #	810-728-6598
Event Coordinator/ Contact Address	410 W. Nepessing St. Ste 106 Lapeer MI 48446		
Coordinator/Contact Email	james@lapeerdda.com		

Event Name	Lapeer Car Cruise		
Purpose of Event	To host a car show and engaging community event along Nepessing St in Lapeer. The event is designed to bring more traffic to downtown stores and showcase our downtown as a whole.		
Event Location	Downtown along Nepessing St between Mason Street and Pine Street	Have you reserved your park/pavilion?	Yes / No
			<i>If yes, provide copy of reservation form with this application, if no and planning a park event, reservations need to be made.*</i>
Date of Event	May 5, 12, 19, June 2, 9, 16, 23, 30 July 7, 14, 21, 28, Aug 4, 11, 18, 25 Sept. 8, 15	Event Time	5:00pm - 9:00pm
# of Event Organizational Team	4	# of Expected Attendees:	1100+ per week
Describe the activities taking place at your event:	The Monday night cruise is an annual special event that utilizes the Nepessing St. area. The weekly event averages about 150 vehicles that park along Nepessing St. Music is provided by a DJ that will be set under a 10X10 tent in front of the courthouse pavilion. A second 10X10 tent will be used for volunteers and driver check-in. Each week offers door prizes from downtown businesses, and a featured driver of the week, and awards purchased from Championship Trophy in town.		

Please check what will be part of your event:

☒ Music**	☐ Animals** (such as a petting zoo)	☐ Selling of food*	☐ Posted Signage of Event*
☒ Tents	☐ Wedding	☐ Selling of drinks*	☐ Liquor/Beer or Wine*

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

**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	

	Picnic Tables Qty:	x	Electricity Turned on/off		Other: Electric from street light in front of the Lapeer County Pavilion
	Trash Containers Qty:		Road Crossing Guards Qty:		
x	Road Closures List:	Nepessing Street between Mason and Pine st. Barricades are needed for the intersection of Mason st, Court St. and Pine St. Lapeer Main Street Volunteers put the barricades in place each week.			

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.

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

INDEMNIFICATION AGREEMENT

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

Signature: [Signature] Date: 5-13-2025

Witness: [Signature] Date: 5-13-2025

- 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): Mondays, May - September, except Memorial Day and Labor Day
- 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.**
- FREE PARKING:** Are you requesting free parking (see the Rules and Regulations)?
[YES] [NO]
If yes, list the lots or locations where free parking is requested:

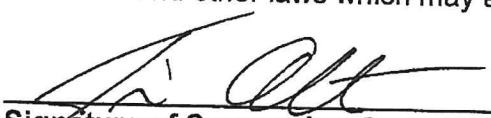
4. **Alcoholic Beverages:** Will they be served? [YES] [NO] NO
Who holds the Liquor Control Commission license?

5. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that:

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

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

5-13-2025
Date


Signature of Sponsoring Organization's Agent

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

Be sure to include the following with the application:

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

Cars are angle parked along Nepessing Street on the North and South Sides of the Street. The center of the road stays clear to allow participating vehicles to enter and exit the event. It also keeps the center clear for emergency vehicles.

Additional Vehicles use portions of Cedar St next to Rogers Pharmacy and Tilted Axis.

Saginaw St

Pine St

N. Court St

Court St

Clay St.

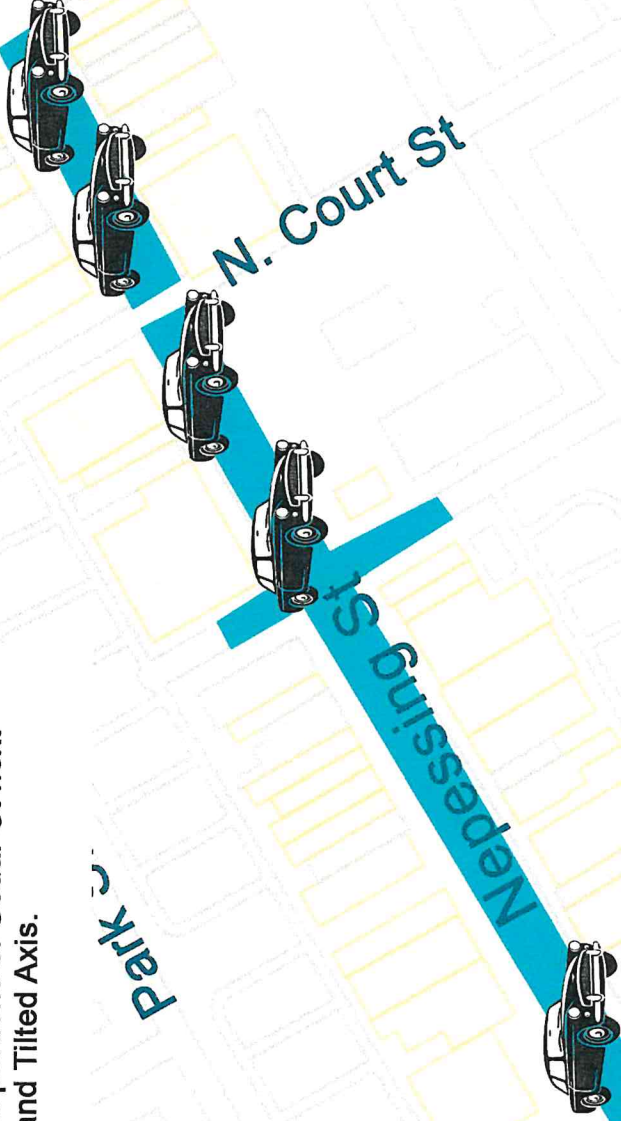
Park St

Nepessing St

Mason St

Calhoun St.

6 St



Lapeer Cruise on Nepessing Street
Presented by the Lapeer Main Street DDA

Event Description:

The Lapeer Cruise on Nepessing St. is a weekly car show that has become an engaging community event. The event is designed to bring more traffic to Historic Downtown Lapeer, showcase our downtown as a whole and create increased sales for dining and retail establishments. and showcase our downtown as a whole. Monday's were chosen as they are generally a slower business traffic day.

Event Analysis:

Using visitor Data provided by Main Street America, using Placer.Ai software, In 2023 and 2024, Mondays were the second slowest day of the week in Historic Downtown Lapeer. In 2023, Historic Downtown Lapeer had 147,643 visitors on Mondays. In 2024, Historic Downtown Lapeer had 155,157. There was an increase of 7514 visitors to Historic Downtown Lapeer in 2024.

Mondays with Car Cruise had 60,592 visitors over a 17 week period in 2023 and 60767 over a 16 week period in 2024. There is an increase of 175 visitors in 2024 with one less week.

The average daily visitor count on Mondays in 2023 was 2839 people, and the average daily visitor count in 2024 was 2927. An increase of 88 people.

In 2023, Mondays with the Car Cruise had an average daily visitor count of 1077 more visits than Mondays without the Car Cruise.

In 2024, Mondays with the Car Cruise had an average daily visitor count of 1247 more visits than Mondays without the Car Cruise.

This is the largest average daily visitor count increase of any weekly event that takes place in Historic Downtown Lapeer.

To: Mike Womack, City Manager
From: Jeremy Howe, Chief of Police
Date: March 17, 2025
RE: Special Event – Ladies Night Out Spring 2025

STAFF RECOMMENDATION

Approve the event.

CURRENT OR NEW INFORMATION

We have received a request from the Downtown Development Authority, Director James Alt, to hold a spring version of the Ladies Night Out event within the downtown area. The event will be held on May 9th, from 4:00pm to 9:00pm. The event is designed to bring more traffic to the downtown area. The event DJ will be set up on the sidewalk in front of the County Pavilion. vendors and sponsors would utilize the sidewalk area in front of the historic Court House and inside participating businesses. The event is expected to bring 300 attendees.

See PDF SE Ladies Night Out Spring 2025.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

Annual Event.

AGENDA ITEM REVIEW

Meeting Date: April 7, 2025

Date Reviewed: March 31, 2025

Consent: X

Administrative:

Reviewed By: R. Sanchez, City Clerk

Public Hearing:

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)	Lapeer Downtown Development Authority	Phone #	810-728-6598
Address	410 W. Nepessing St. Ste. 106		
Organization Event Coordinator/Contact	James Alt	Phone #	810-728-6598
Event Coordinator/ Contact Address	410 W. Nepessing St. Ste 106 Lapeer MI 48446		
Coordinator/Contact Email	james@lapeerdda.com		

Event Name	Spring Ladies Night Out		
Purpose of Event	To host women's night out in downtown Lapeer. This is an annual retail event designed to bring local residents and visitors to Historic Downtown Lapeer and generate sales at downtown businesses, showcase the community, and generate a positive atmosphere.		
Event Location	Downtown along Nepessing St between Mason Street and Pine Street	Have you reserved your park/pavilion?	Yes / No <i>If yes, provide copy of reservation form with this application, if no and planning a park event, reservations need to be made.*</i>
Date of Event	May 9	Event Time	4:00pm - 9:00pm
# of Event Organizational Team	4	# of Expected Attendees:	300+
Describe the activities taking place at your event:	This is a retail event designed to bring people to downtown Lapeer for a night of shopping, dining, and fun. The event DJ will be set up on the sidewalk area in front of the County Pavilion. Vendors and sponsors would utilize sidewalk area in front of the Historic Court House and inside participating businesses. The Doghouse Coffee will be the starting location for this year's event. The event also brings in needed items and donations for LACADA		

Please check what will be part of your event:

☒ Music**	☐ Animals** (such as a petting zoo)	☐ Selling of food*	☒ Posted Signage of Event*
☒ Tents	☐ Wedding	☐ Selling of drinks*	☐ Liquor/Beer or Wine*

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

*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	☐

Picnic Tables Qty:	x	Electricity Turned on/off	Other:	Electric from street light in front of the Lapeer County Pavilion
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.

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

INDEMNIFICATION AGREEMENT

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

Signature: [Signature] Date: 5-13-2025

Witness: [Signature] Date: 5-13-2025

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): May 8, 2026

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

3. **FREE PARKING:** Are you requesting free parking (see the Rules and Regulations)?

[YES] **[NO]**

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

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

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

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

5-13-2025
Date


Signature of Sponsoring Organization's Agent

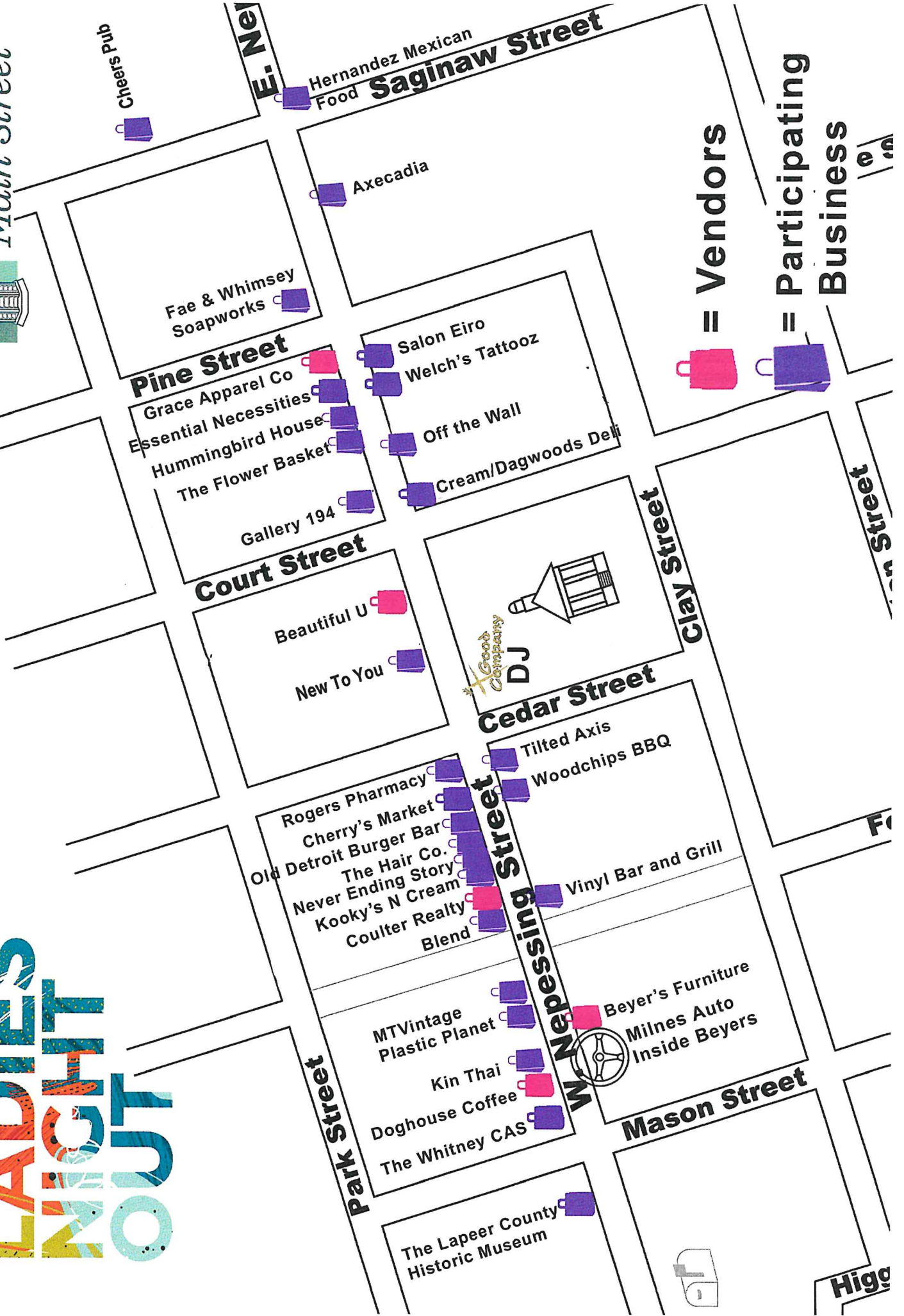
SUBMIT THIS APPLICATION at least 45 calendar days before the first day of the event to the City of Lapeer, City Clerk's Office, 576 Liberty Park, Lapeer MI 48446.

Be sure to include the following with the application:

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

Lapeer Ladies Night

NORTH



Lapeer Cruise on Nepessing Street
Presented by the Lapeer Main Street DDA

Event Description:

This is a retail event designed to bring people to Historic Downtown Lapeer for a night of shopping, dining, and fun. The first 200 participants are provided with a free tote bag filled with giveaways and coupons for shoppers to utilize during the event. Many of the participating businesses have additional vendors and activities taking place in their businesses. A DJ provides music throughout the event to create a festive ambiance in the downtown throughout the evening. The event DJ will be set up on the sidewalk area in front of the County Pavilion. Vendors and sponsors would utilize the sidewalk area in front of the Historic Court House and inside participating businesses. The Doghouse Coffee will be the starting location for this year's event.

The event also brings in needed items and donations for LACADA

Event Analysis:

Using visitor Data provided by Main Street America, using Placer.Ai software, In 2023 the average daily visits for Fridays in Historic Downtown Lapeer was 4610 visits. Friday of Spring Ladies Night out had 4852 visits. This is an increase of 242 visits over the regular Friday average. to Historic Downtown Lapeer. While it is hard to know the exact number that was attracted to Ladies Night Out, the committee passed out 200 bags with participants still arriving to the event.

In 2024 the average daily visits for Friday in Historic Downtown Lapeer 4543 visits. Friday of Spring Ladies Night in 2024 had 4674 visits. This is an increase 131 visits over the regular Friday Average.

Participants to the event donated over 2 Truck Loads of needed items to LACADA.

Economic Impact:

The Lapeer Main Street DDA collected voluntary data from participants at Ladies Night Out. Using the information provided, Ladies Night Out attracted participants from 9 different communities within Lapeer County and 6 different Counties.

The average participant spent \$40.27 while downtown. This creates an estimated economic impact of \$5,275.37 for Ladies Night in 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2024

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 Highstreet Insurance Services Great Lakes Inc. 305 West Front Street, Suite 201 Traverse City MI 49684	CONTACT NAME: Tammy Manders PHONE (A/C, No, Ext): 231-489-7037 FAX (A/C, No): 231-922-7275 E-MAIL ADDRESS: tammy.manders@highstreetins.com
INSURED City of Lapeer 576 Liberty Park Lapeer MI 48446	INSURER(S) AFFORDING COVERAGE INSURER A: Ascot Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
LAPEER0-01	NAIC # 23752

COVERAGES**CERTIFICATE NUMBER:** 1084513207**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 ☐ PROJECT ☐ LOC OTHER:			TRPK-4001274-00	7/2/2024	7/2/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			TRPK-4001274-00	7/2/2024	7/2/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			TRPK-4001274-00	7/2/2024	7/2/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	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 \$
A	Public Officials Liability			TRPK-4001274-00	7/2/2024	7/2/2025	Limit Aggregate 1,000,000 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured is covered for all special events held by the DDA within the City of Lapeer.

CERTIFICATE HOLDER**CANCELLATION**

Lapeer Down Town Development

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

To: Mike Womack, City Manager
From: Jeremy Howe, Chief of Police
Date: March 17, 2025
RE: Food Truck Fest Event 2025

STAFF RECOMMENDATION

To Approve the Event.

CURRENT OR NEW INFORMATION

We received a request from the Lapeer Area Chamber of Commerce to their annual event titled the "Food Truck Fest" within City Lot #5. The food trucks will be selling various types of prepared foods, this event is a fund raiser and community event for the Chamber. This event will be running on the same weekday and time as the Lapeer Car Cruise but at a separate area within the downtown.

With approval this event will be held on four Monday evenings from 4PM to 8:00PM. Dates of the events, 2025:

May 12th; June 9th; July 14th and September 8th

The Chamber is requesting that the trucks be allowed to set up in City Municipal Lot #5 between Court Street and Saginaw Street, with the trucks parking at the south/west end of the lot, along the river. The vendors for this event are expected to arrive at 1:00PM on the days of the event to begin preparing their food. This event will require City services from DPW for barricades in City lot #5, Park Dept. for 8 picnic tables and 6 trash containers. Police services will set up the barricades. There will be music, face painting and a balloon artist. They are expecting 1200-1500 attendees.

See PDF SE Food Truck Fest 2025.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

Annual Event

AGENDA ITEM REVIEW

Meeting Date: April 7, 2025
Consent: X

Date Reviewed: March 31, 2025

Administrative:
Public Hearing:

Reviewed By: R. Sanchez, City Clerk

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)

Lapeer Chamber Commerce

Phone # 810 664 6641

Address

108 W. Park St., Lapeer

Organization Event
Coordinator/Contact

Neda Payne

Phone # 810 664 6641

Event Coordinator/
Contact Address

108 W. Park Street, Lapeer

Coordinator/Contact Email

neda@lapeerareachamber.org

Event Name

FOOD TRUCK FEST

Purpose of Event

Fund Raiser - Community Event

Event Location

City Lot #5

Have you
reserved your
park/pavilion?

☒ Yes / No ☐

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

Date of Event

May 12, June 9, July 14, Sept 8

Event Time

4 - 8 PM

of Event

Organizational Team

3

of Expected
Attendees:

1200 - 1500

Describe the activities

taking place at your event:

Food Trucks, DJ Music, Face Painter, Balloon Artist

Please check what will be part of your event:

☒ Music**
☐ Tents

☐ Animals**
(such as a petting zoo)
☐ Wedding

☒ Selling of food*
☒ Selling of drinks*

☐ Posted Signage of
Event*
☐ Liquor/Beer or Wine*

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

Please check what you request the City to supply:

*See Rules and Regulations

FOR OFFICE USE ONLY:

SPECIAL EVENT REVIEW COMMITTEE APPROVALS

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

4. **Alcoholic Beverages:** Will they be served? ☐ [YES] ☒ [NO] 38
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.

1-8-25

Date

Neda Payne


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. |

City of Lapeer

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

**Lapeer
MI
48446**

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

**02282524
2025**

**Lapeer Area Chamber of Commerce
Food Truck Event**

6/9/2025 2:00 PM

6/9/2025 9:00 PM

1

1. 5/12/2025 3:00 PM – 5/12/2025 11:00 PM

Group Size: 1

2. 6/9/2025 2:00 PM – 6/9/2025 9:00 PM

Group Size: 1

3. 7/14/2025 2:00 PM – 7/14/2025 9:00 PM

Group Size: 1

4. 9/8/2025 2:00 PM – 9/8/2025 9:00 PM

Group Size: 1

- for multi-day reservations

Designed for use with FlexScheduler reservations

1. 5/12/2025 3:00 PM – 5/12/2025 11:00 PM

Group Size: 1

Facility Fee: \$0.00

Total: \$0.00

2. 6/9/2025 2:00 PM – 6/9/2025 9:00 PM

Group Size: 1

Facility Fee: \$0.00

Total: \$0.00

3. 7/14/2025 2:00 PM – 7/14/2025 9:00 PM

Group Size: 1

Facility Fee: \$0.00

Total: \$0.00

4. 9/8/2025 2:00 PM – 9/8/2025 9:00 PM

Group Size: 1

Facility Fee: \$0.00

Total: \$0.00



City of Lapeer
Building Department
576 Liberty Park, Lapeer MI 48446
Phone: 810-245-9621 Fax: 810-245-1961
Email: building@ci.lapeer.mi.us

Date: 1-9-25
Permit #: _____

SIGN PERMIT APPLICATION

PROJECT INFORMATION

ADDRESS <u>108 W Park St, Lapeer</u>		BUSINESS NAME <u>Lapeer Area Chamber Commerce</u>
PROPERTY OWNER OR OCCUPANT		
NAME <u>VARIOUS LOCATIONS THROUGHOUT CITY</u>	ADDRESS	PHONE
CITY <u>FOOD TRUCKS - MAY 12, June 9, July 14, Sept 8</u>	STATE/ZIP	FAX
EMAIL	CELL	

CONTRACTOR

NAME	ADDRESS	PHONE
CITY	STATE/ZIP	FAX
EMAIL	CELL	
SIGN SPECIALIST LICENSE NUMBER:		EXP. DATE:
SIGN SPECIALTY CONTRACTOR LICENSE NUMBER:		EXP. DATE:
WORKERS COMP INSURANCE CARRIER OR REASON FOR EXEMPTION		EXP. DATE:
FEDERAL EMPLOYER ID NUMBER OR REASON FOR EXEMPTION		EXP. DATE:
MESC EMPLOYER NUMBER OR REASON FOR EXEMPTION		EXP. DATE:

TYPE OF SIGN - Please check applicable boxes:

- ☐ Monument or Ground ☐ Wall ☐ Projecting ☐ Marquee ☐ Rear Entry Sign ☐ Awning or Canopy
☐ Window ☐ Directional ☐ Billboard ☐ Re-Facing ☐ Drive-Thru (Menu Board) ☐ Multi - Tenant
☐ Electronic or Manual Changeable Message (Electrical Permit must be obtained) 18x24 YARD SIGNS
☒ Temporary (Banner or Flag/Feather) - Requires Color Design Rendering or Photo
Valid for 30 Days Only: Beginning _____ Ending _____

Must be drawn to scale - building elevations, wall elevations & sign dimensions. All signs must be in compliance with the Zoning Ordinance for Signs Chapter 7, Article 7.17. Detailed ordinance at: www.ci.lapeer.mi.us Zoning Section.

SIGNATURE: Nick Payne

DATE: 1-9-25

Temporary Banner or Flag/Feather Signs are a flat fee of \$61.00

FOR OFFICE USE ONLY

CONDITIONS/COMMENTS:	
APPROVAL SIGNATURE:	DATE:

To: Mike Womack, City Manager
From: Jeremy Howe, Chief of Police
Date: March 17, 2025
RE: Special Event – Swing Out 2025

STAFF RECOMMENDATION

To Approve the Event. Valid Insurance Binder has been submitted.

CURRENT OR NEW INFORMATION

A request has been received from the Lapeer Community Schools to hold their annual Swing Out event on Tuesday, June 3, 2025, from 5:00pm to 7:00pm. This event will take place in the downtown area along Nepessing Street. This event will have approximately 1500 people in the downtown area which will require additional police services to assist with traffic and to provide a safety presence. The Department of Public Works will also be needed for barricade placement.

See PDF File SE Swing Out 2025

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

Annual Event

AGENDA ITEM REVIEW

Meeting Date: April 7, 2025
Consent: X

Date Reviewed: March 31, 2025

Administrative:
Public Hearing:

Reviewed By: R. Sanchez, City Clerk

City of Lapeer SPECIAL EVENT APPLICATION (SEA)

RECEIVED

MAR 17 2025



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

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

Sponsoring Organization
(Legal Name)

Lapeer High School
933 S. Saginaw St.

Phone #

810-667-2418

Address

Organization Event
Coordinator/Contact

Shad Spilski

Phone #

810-538-2367

Event Coordinator/
Contact Address

933 S. Saginaw St.

Coordinator/Contact Email

shadwin.spilski@lapeerschools.org

Event Name

LHS Swing Out

Purpose of Event

Yearly Senior parade

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.*

Event Location

Downtown Lapeer

Date of Event

6/3/25

Event Time

5-7pm

of Event

Organizational Team

15

of Expected

Attendees:

1000

Describe the activities

taking place at your event:

Annual LHS Swingout parade
in downtown Lapeer.

Please check what will be part of your event:

☐
☐

Music**

Tents

☐
☐

Animals**
(such as a petting zoo)
Wedding

☐
☐

Selling of food*

Selling of drinks*

☐
☐

Posted Signage of
Event*

Liquor/Beer or Wine*

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

*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	☐	

Picnic Tables Qty:		Electricity Turned on/off		Other:	
Trash Containers Qty:		Road Crossing Guards Qty: 2-4			
Road Closures List:	E. Napessing St & W. Napessing St & N. Saginaw St.				

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

Signature: [Signature] Date: 3/17/25

Witness: Tracey Russell Date: 3-17-25

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

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

Normal Event Schedule

(e.g., third weekend in July): The week of LHS Graduation

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

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

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

4. **Alcoholic Beverages:** Will they be served? [YES] [NO] 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.

2/11/25
Date

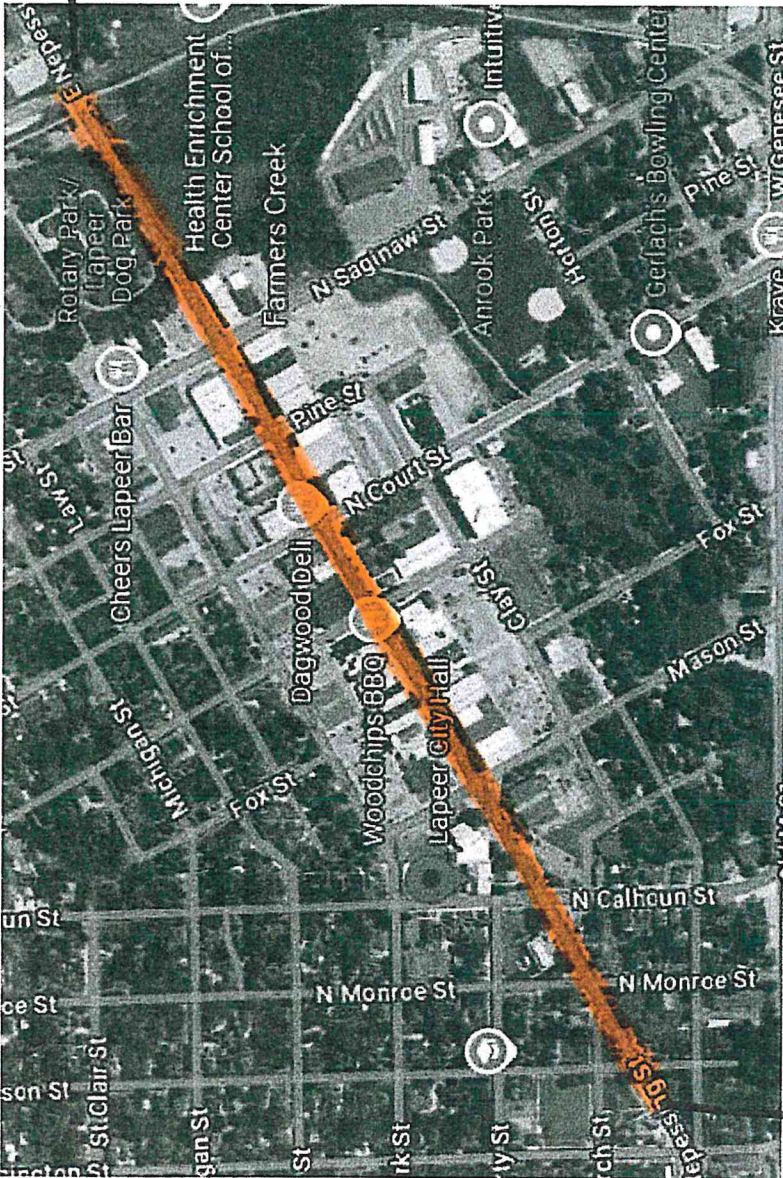

Signature of Sponsoring Organization's Agent

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

Be sure to include the following with the application:

- | | |
|--------------------------|--|
| ☐ | 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. |

Start



End



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/7/2025

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

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

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

COVERAGES

CERTIFICATE NUMBER: 736611935

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		Insurer A & B MAC 3128240	7/1/2024 7/1/2024	7/1/2025 7/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$Included GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 Agg Applies per \$Member COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

MAISL Joint Risk Management Trust is a qualified and approved self-insurance fund under the laws of the State of Michigan. SIR \$600,000
City of Lapeer/Chamber of Commerce are an Additional Insured as respects to General Liability, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

RE: Swingout June 3, 2025.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

To: Mike Womack, City Manager
From: Jeremy Howe, Chief of Police
Date: March 17, 2025
RE: Special Event – Fireworks 2025

STAFF RECOMMENDATION

To Approve the Event.

CURRENT OR NEW INFORMATION

We have received a request from the Lapeer Chamber of Commerce to hold their annual fireworks display on Saturday, July 12, 2025, or Sunday, July 13, 2025, as a rain makeup night. The event begins at dusk on the grounds of Roland Warner Middle School. The Chamber has contracted with a fireworks company to provide the display. The Chamber is responsible for contacting the Lapeer Community Schools, Mott Community College and the Lapeer County Library to use their properties for this event. Food vendors will also be present during the event, proper licensing for vendors to be verified by the Chamber.

This event requires city services in regular and overtime hours from the Police Department, Parks Department and the Department of Public Works along with man hours from the Fire Department. The Chamber is expecting 20,000 people in and around the area.

Site clean-up after the event will be the responsibility of the Lapeer Chamber of Commerce.

Parking will be available at Lapeer Center for Innovation, Mott College, Roland Warner Middle School and Lapeer County Library Properties. DeMille Blvd. will be closed to traffic during the event and will reopen after it has been cleared of any debris.

See PDF File SE Lapeer Fireworks 2025.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

Annual Event

AGENDA ITEM REVIEW

Meeting Date: April 7, 2025

Date Reviewed: March 31, 2025

Consent: X

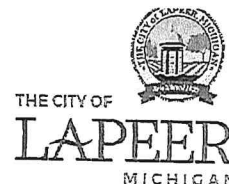
Administrative:

Reviewed By: R. Sanchez, City Clerk

Public Hearing:

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)

Lapeer Area Chamber of Commerce

Phone #

810-664-6641

Address

108 W. Park St., Lapeer

Organization Event
Coordinator/Contact

Neda Payne

Phone #

810-664-6641

Event Coordinator/
Contact Address

108 W. Park St., Lapeer 48446

Coordinator/Contact Email

neda@lapeerareachamber.org

Event Name

Annual Fireworks Show

Purpose of Event

Nat'l. Holiday

Event Location

Rolland-Warner Middle School

Have you
reserved your
park/pavilion?

☐ Yes / No ☒

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

Date of Event

July 12, 2025/July 13 rain date

Event Time

10:00 PM

of Event

Organizational Team

6

of Expected
Attendees:

20k

Describe the activities

taking place at your event:

Fireworks show shot at Rolland-Warner Middle School, Food Trucks at Mott Campus

Please check what will be part of your event:

☐
☐

Music**

Tents

☐
☐

Animals**

(such as a petting zoo)

Wedding

☒
☒

Selling of food*

Selling of drinks*

☐
☐

Posted Signage of
Event*

Liquor/Beer or Wine*

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

Please check what you request the City to supply:

*See Rules and Regulations

FOR OFFICE USE ONLY:

SPECIAL EVENT REVIEW COMMITTEE APPROVALS

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

☐	Picnic Tables Qty:	☐	Electricity Turned on/off	☐	Other:	
☒	Trash Containers Qty: 6 Mott, 6 CFI	☐	Road Crossing Guards Qty:			
☒	Road Closures List:	Genesee at Millville/Demille intersection, Demille at Stonegate campus				

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 Lapeer Area Chamber of Commerce 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: Neda Payne Date: 1-28-25

Witness: Angel Date: 1-28-25

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

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

Normal Event Schedule

(e.g., third weekend in July): 2nd Saturday of July

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

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

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

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

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

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

1-28-25
Date


Signature of Sponsoring Organization's Agent

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

Be sure to include the following with the application:

☐
☐
☐
☐
☐

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2025

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

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PRODUCER

The Lapeer Agency
145 E. Nepessing St
Lapeer, MI 48446

CONTACT NAME: Mary Berger
PHONE (A/C, No. Ext): (810)664-2966 FAX (A/C, No.): (810)664-1102
E-MAIL ADDRESS: mary@lapeeragency.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

Lapeer Area Chamber of
DBA: Commerce
108 W. Park St
Lapeer, MI 48446

INSURER A: West Bend Insurance

INSURER B: West Bend Insurance

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00016391-0

REVISION NUMBER: 6

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		A040010 09	5/18/2024	5/18/2025	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ Excluded</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ Excluded	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000
EACH OCCURRENCE	\$ 1,000,000																	
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																	
MED EXP (Any one person)	\$ Excluded																	
PERSONAL & ADV INJURY	\$ 1,000,000																	
GENERAL AGGREGATE	\$ 2,000,000																	
PRODUCTS - COMP/OP AGG	\$ 2,000,000																	
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		A040010	5/18/2024	5/18/2025	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																	
BODILY INJURY (Per person)	\$																	
BODILY INJURY (Per accident)	\$																	
PROPERTY DAMAGE (Per accident)	\$																	
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ 0		A040010	5/18/2024	5/18/2025	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000								
EACH OCCURRENCE	\$ 1,000,000																	
AGGREGATE	\$ 1,000,000																	
	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				<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$				
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)

CERTIFICATE HOLDER

For Information Purposes

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(MMB)

Lapeer Community Schools Fireworks show - Approved

1 message

ML Schedules Software <info@masterlibrary.com>

Reply-To: mlsnotes+1484_20abf8bc-0bbb-4dc2-b5e0-1fed51a348bc@masterlibrary.com

To: neda@lapeerareachamber.org

Tue, Jan 21, 2025 at 7:56 PM

Lapeer Community Schools

Approved

Your Request with Lapeer Community Schools has been approved. This request consists of the following
Request #'s: 6312.

Please review all Event Information for accuracy. If fees are applied to this request you will receive an invoice.

EVENT INFORMATION

Site	Rolland-Warner
Space	Baseball Field
Group	Lapeer Chamber of Commerce
Group Manager	Neda Payne
Group E-mail	neda@lapeerareachamber.org
Address	108 W Park Lapeer, MI 48446
Phone	(810)664-6641
Event Name	Fireworks show
Date/Time	Sat 07/12/2025 04:00 PM - Sat 07/12/2025 10:30 PM
Actual Event Date/Time	Sat 07/12/2025 07:00 PM - Sat 07/12/2025 09:00 PM
Event Notes	The fireworks company sets up starting at 4 pm and the show is shot at 10 pm.
Budget Code	

Additional Information

Number of People	1500
------------------	------

Equipment

Technology	NONE
------------	------

To: Mike Womack, City Manager
From: Jeremy Howe, Chief of Police
Date: March 17, 2025
RE: Special Event – Lapeer Days 2025

STAFF RECOMMENDATION

Approve the event.

Per Resolution: Social District Commons Area to be closed during the Lapeer Days Festival.

CURRENT OR NEW INFORMATION

We have received a request from the Lapeer Area Chamber of Commerce to hold their annual Lapeer Days Festival on Friday, August 15 through Sunday, August 17, 2025, in the downtown area. The set up for the event will begin on Thursday, August 14, with road closures beginning at 10:00 A.M. along Nepessing Street. The carnival activities begin on Wednesday, August 13, requiring the municipal parking lot between Court and Saginaw Streets south of Nepessing, to be closed on Monday, August 11 for sweeping and carnival set up.

Attached is a list of estimated expenses to the City of Lapeer for your review. Estimated costs have been provided by the City Departments that will be providing manpower and/or equipment for this event. These listed expenses have traditionally been considered as a Co-Sponsorship of the event, the Chamber does recognize the City's Co-sponsorship in their publications and announcements.

1. BILLINGS FOR SPECIAL EVENTS:

DPW Employee Straight Time/Overtime	\$17,000
Equipment costs DPW	\$ 6,573
Water Department Preparation	\$ 1,004
Police Employee Straight Time/Overtime	\$14,000
Parks and Rec. Straight Time/Overtime	\$ 2,200
Fire Department Costs	\$ 4,700
Facility Fee	\$ 0
Purchased Materials	\$ 178 Parks
Rented Materials	<u>\$0 +15%</u>
Total	\$45,655-

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

Annual Event

AGENDA ITEM REVIEW

Meeting Date: April 7, 2025

Date Reviewed: March 31, 2025

Consent: X

Administrative:

Reviewed By: R. Sanchez, City Clerk

Public Hearing:

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)

Lapeer Area Chamber of Commerce

Phone #

810 664 6641

Address

108 W. Park Street, Lapeer

Organization Event
Coordinator/Contact

Neda Payne

Phone #

810 664 6641

Event Coordinator/
Contact Address

108 W. Park Street, Lapeer

Coordinator/Contact Email

neda@lapeerareachamber.org

Event Name

Lapeer Days Festival

Purpose of Event

Annual Festival celebrating Lapeer

Event Location

Lot 5, Annrock Park, Necessing Street from Sagina to Mason Downtown, Lot behind Rogers Phar

Have you
reserved your
park/pavilion?

☐ Yes / No ☐

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

Date of Event

August 15 - 17. Set up August 14, Skerbeck Carnival Aug. 13 - 17

Event Time

10am - Midnight Fri & Sat. Noon to 6 Sun.

of Event

Organizational Team

150

of Expected
Attendees:

130k - 150k

Describe the activities
taking place at your event:

Vendors, Carnival, Car Show, Craft Show, Entertainment, Optimist Tent, Parade, contests

Please check what will be part of your event:

☒ Music**
☒ Tents

☐ Animals**
☐ Wedding

(such as a petting zoo)

☒ 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:**

Bands, individual entertainers on main stage at Court & neppessing and on West Stage in front of Dog House Coffee Shop

Please check what you request the City to supply:

**See Rules and Regulations*

FOR OFFICE USE ONLY:

SPECIAL EVENT REVIEW COMMITTEE APPROVALS

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

☒	Picnic Tables Qty: 28	☒	Electricity Turned on/off	☐	Other:	
☒	Trash Containers Qty:	☐	Road Crossing Guards Qty:			
☒	Road Closures List:	Nepessing Street from Saginaw to Mason, Nepessing Street intersecting with N & S Court St, N Pine, Cedar St,				

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 Lapeer Area Chamber of Commerce 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: Neda Payne Date: 1-28-25

Witness: Angela Haley Date: 1-28-25

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

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

Normal Event Schedule
(e.g., third weekend in July): the 3rd Friday, Saturday, Sunday of August

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:

throughout the city

4. **Alcoholic Beverages:** Will they be served? ☒ [YES] ☐ [NO]

Who holds the Liquor Control Commission license?

Lapeer Optimist Club. They submit their own application, ins. and LCC 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.

1-28-25
Date

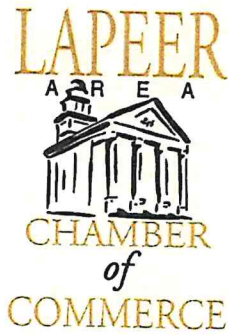
Nesh Payne
Signature of Sponsoring Organization's Agent

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. |

January 27, 2025



108
West Park
Street

Lapeer,
Michigan
48446

PHONE:
810-664-6641

FAX:
810-664-4349

WEBSITE:
www.lapeerareachamber.org
www.lapeerdays.com

Like us on Facebook:
Lapeer Area
Chamber of Commerce

Lapeer Days
Brought to you by LACC

Mayor Deborah Marquardt
City Manager Mike Womack
City Commissioners: Linda Glisman, Marlana Swindell, Melissa Petrie, Joshua
Atwood, Stefan Brady

Regarding meeting November 18, 2024 carnival placement during Lapeer Days on
Lot #5

In Attendance: City Manager Mike Womack, Rodney Church, Directory of Lapeer
City Parks and Recreation, members of his staff and Ross Slusher DPW
Superintendent of Utilities, myself and Charles Mitchell, Lapeer Days Festival
Chairman.

I contacted Bill Skerbeck, owner of Skerbeck Family Carnival, regarding concerns
about setting up on the newly paved lot. He assured me he has successfully
managed similar setups including the Eastern Michigan Fairgrounds. He suggested
the larger rides set up on the parking lot side and smaller rides and concessions in
Annrook Park based on the status of the beautification project. He also stated that
he would be happy to secure a bond against any damage which he has done at
other events.

I also spoke with Ian Kempf, director of the Eastern Michigan Fair. He employs
Skerbeck Family Carnival for their Spring show. He stated they had no issues with
any damage to the newly pave fairgrounds using Skerbeck Family Carnival. Mr.
Kempt also said he would be happy to speak to you about this and gave permission
to share his cell number: 810-417-0395.

Over the years there have been rumors and blame placed on the carnival for the
poor condition and deterioration of the parking lot. The flood in 2009 encompassed
the lower area of the parking lot from the Bank to the river. The lot began
deteriorating the following spring after the winter freeze. The asphalt began
crumbling and heaving in the most heavily used area directly behind the businesses.

I am in communication with Rodney Church regarding the status of the
beautification project. He informed me that he will keep me updated on the project
and that it could possibly be a year before it is underway due to project permit
approvals and funding.

I hope this addresses any concerns you may have and reassures you that the City
and the Chamber are working together to ensure the best outcome for everyone.
We understand the lot was a huge project and protecting its integrity is important.

Thank you.

Sincerely,

Neda Payne, Executive Director, Lapeer Area Chamber of Commerce
Charles Mitchell, Thick's Glass, Chairman Lapeer Days Festival Committee

City of Lapeer

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

**Lapeer
MI
48446**

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

**02282540
2025**

**Lapeer Days
Lapeer Days**

8/11/2025 8:00 AM

8/11/2025 9:00 AM

1

1. 8/11/2025 8:00 AM – 8/11/2025 9:00 AM

Line Description: Lapeer Days

Group Size: 1

2. 8/12/2025 8:00 AM – 8/12/2025 9:00 AM

Line Description: Lapeer Days

Group Size: 1

3. 8/13/2025 8:00 AM – 8/13/2025 9:00 AM

Line Description: Lapeer Days

Group Size: 1

4. 8/14/2025 8:00 AM – 8/14/2025 9:00 AM

Line Description: Lapeer Days

Group Size: 1

5. 8/15/2025 8:00 AM – 8/15/2025 9:00 AM

Line Description: Lapeer Days

Group Size: 1

6. 8/16/2025 8:00 AM – 8/16/2025 9:00 AM

Line Description: Lapeer Days

Group Size: 1

7. 8/17/2025 8:00 AM – 8/17/2025 9:00 AM

Line Description: Lapeer Days

Group Size: 1

8. 8/18/2025 8:00 AM – 8/18/2025 9:00 AM

Line Description: Lapeer Days

Group Size: 1

- for multi-day reservations

Designed for use with FlexScheduler reservations

1. 8/11/2025 8:00 AM – 8/11/2025 9:00 AM

Line Description: Lapeer Days

Group Size: 1

Facility Fee: \$0.00

Total: \$0.00

2. 8/12/2025 8:00 AM – 8/12/2025 9:00 AM

Line Description: **Lapeer Days**

Group Size: 1

Facility Fee: **\$0.00**

Total: **\$0.00**

3. 8/13/2025 8:00 AM – 8/13/2025 9:00 AM

Line Description: **Lapeer Days**

Group Size: 1

Facility Fee: **\$0.00**

Total: **\$0.00**

4. 8/14/2025 8:00 AM – 8/14/2025 9:00 AM

Line Description: **Lapeer Days**

Group Size: 1

Facility Fee: **\$0.00**

Total: **\$0.00**

5. 8/15/2025 8:00 AM – 8/15/2025 9:00 AM

Line Description: **Lapeer Days**

Group Size: 1

Facility Fee: **\$0.00**

Total: **\$0.00**

6. 8/16/2025 8:00 AM – 8/16/2025 9:00 AM

Line Description: **Lapeer Days**

Group Size: 1

Facility Fee: **\$0.00**

Total: **\$0.00**

7. 8/17/2025 8:00 AM – 8/17/2025 9:00 AM

Line Description: **Lapeer Days**

Group Size: 1

Facility Fee: **\$0.00**

Total: **\$0.00**

8. 8/18/2025 8:00 AM – 8/18/2025 9:00 AM

Line Description: **Lapeer Days**

Group Size: 1

Facility Fee: **\$0.00**

Total: **\$0.00**

Lapeer
Days
2025

LAPEER COUNTY HISTORIC COURTHOUSE
APPLICATION FOR USE

Lapeer County Building and Grounds
255 Clay Street
Lapeer, MI 48446
(810) 245-4794
(810) 245-4180 (Fax)

Name of User: Lapeer Area Chamber of Commerce

Contact Person: Neda Payne

Phone of Contact: 810 664 6641

Address: 108 W. Park Street, Lapeer, MI 48446

Date and Time of Event: August 15 - 17, 2025

Rental Fee (See Schedule): 400

Deposit Fee (See Schedule): 500

Activity and Number of Participants: 130,000 k+-

Request use of (check appropriate areas):

Grounds ☒

First Floor Courthouse ☐

Second Floor Courtroom ☐

Pavilion ☒

Alcohol Permit ☐

Attach drawing showing placement of tents or canopies.

List any special needs such as availability of electrical outlets: _____

Signature of applicant: Neda Payne Neda Payne Date: 1-6-24

Administrative Use:

Deposit Amount: _____ Date Received: _____ By: _____

Rental Fee: _____ Date Received: _____ By: _____

- The person signing this application on behalf of the above group assumes personal liability for breakage, destruction, or removal of county property by any member of the group, and agrees to the terms and conditions of this application, on behalf of the group making this application.
- The County Rules and Regulations are attached and apply to all persons unless specifically approved by the Building and Grounds Department.
- This Application in no way guarantees any special privileges in the use of parking, tables, benches, or other facilities.
- The Facility or area shall be open for inspection by any authorized employee of the County for the purpose of assuring the use of County property is in compliance with the law and order, and established rules and regulations.
- Adult supervision is required for all groups under eighteen (18) years of age.



CERTIFICATE OF LIABILITY INSURANCE

Fax: (810)664-2610

DATE (MM/DD/YYYY)

05/27/2024

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	The Lapeer Agency 145 E. Nepessing St Lapeer, MI 48446	CONTACT NAME: Pam Little PHONE (A/C, No, Ext): (810)664-2966 E-MAIL ADDRESS: pam@lapeeragency.com FAX (A/C, No): (810)664-1102
INSURED	The Lapeer Area Chamber of Commerce 108 W Park St Lapeer, MI 48446-2163	INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Ins. Co. NAIC # 15350 INSURER B: Accident Fund of Michigan 12304 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00001991-1240028

REVISION NUMBER: 22

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 ☐ PROJECT ☐ LOC OTHER:	Y		A040010 08	05/18/2024	05/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 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			A040010 08	05/18/2024	05/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			A040010 08	05/18/2024	05/18/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	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	N/A	100029551	05/18/2024	05/18/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Director & Officers			A156171 08	05/18/2024	05/18/2025	Each Claim 1,000,000
A	EPLI			A176362 08	05/18/2024	05/18/2025	Each Claim 1,000,000

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

Non-Profit Chamber of Commerce

City of Lapeer is named as Additional Insured with respect to General Liability.

Event: 2024 Food Truck Festival through May 17, 2025.

CERTIFICATE HOLDER

CANCELLATION

City of Lapeer
576 Liberty St
Lapeer, MI 48446

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

AUTHORIZED REPRESENTATIVE

Pam Little

(PAM)

Client#: 10447

SKERBFAM

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2025

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

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PRODUCER Haas & Wilkerson Insurance 4300 Shawnee Mission Parkway Fairway, KS 66205 913 432-4400	CONTACT NAME: Linda Head, CIC, CPIW	
	PHONE (A/C, No, Ext): 913 432-4400	FAX (A/C, No):
	E-MAIL ADDRESS: linda.head@hwins.com	
INSURED Skerbeck Family Carnival Inc. PO Box 364 Escanaba, MI 49829	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company (CHUBB)	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 22667

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 INSR	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:			G24599516	04/01/2025	04/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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						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)

City of Lapeer; Lapeer Area Chamber of Commerce is Additional Insured with respect to general liability when required by written contract with regards to the negligence of the Named Insured. Subject to policy terms, conditions, endorsements, and exclusions.

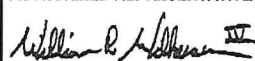
CERTIFICATE HOLDER

CANCELLATION

City of Lapeer
Lapeer Area Chamber of Commerce
108 W. Park St.
Lapeer, MI 48446

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

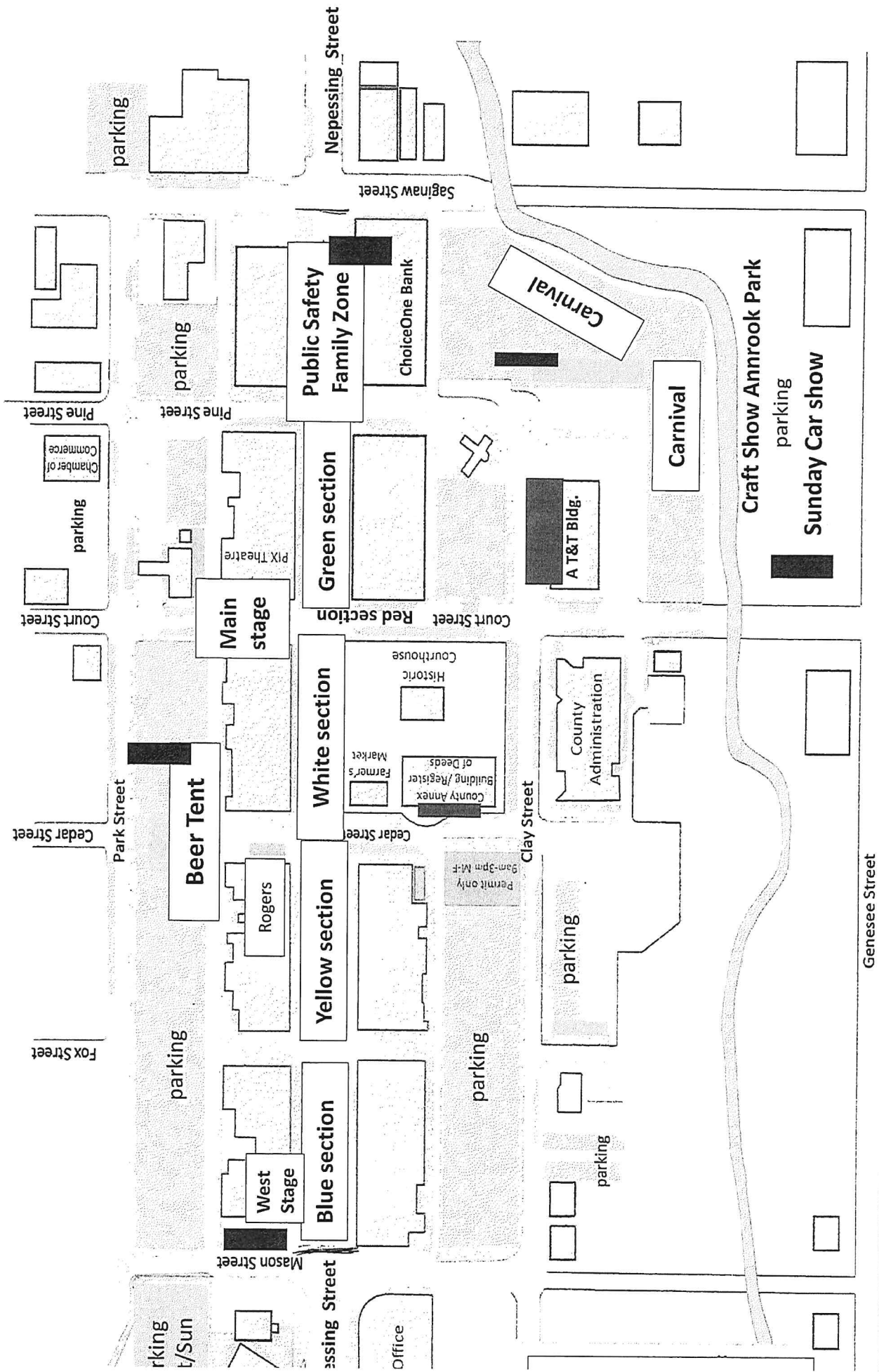
AUTHORIZED REPRESENTATIVE



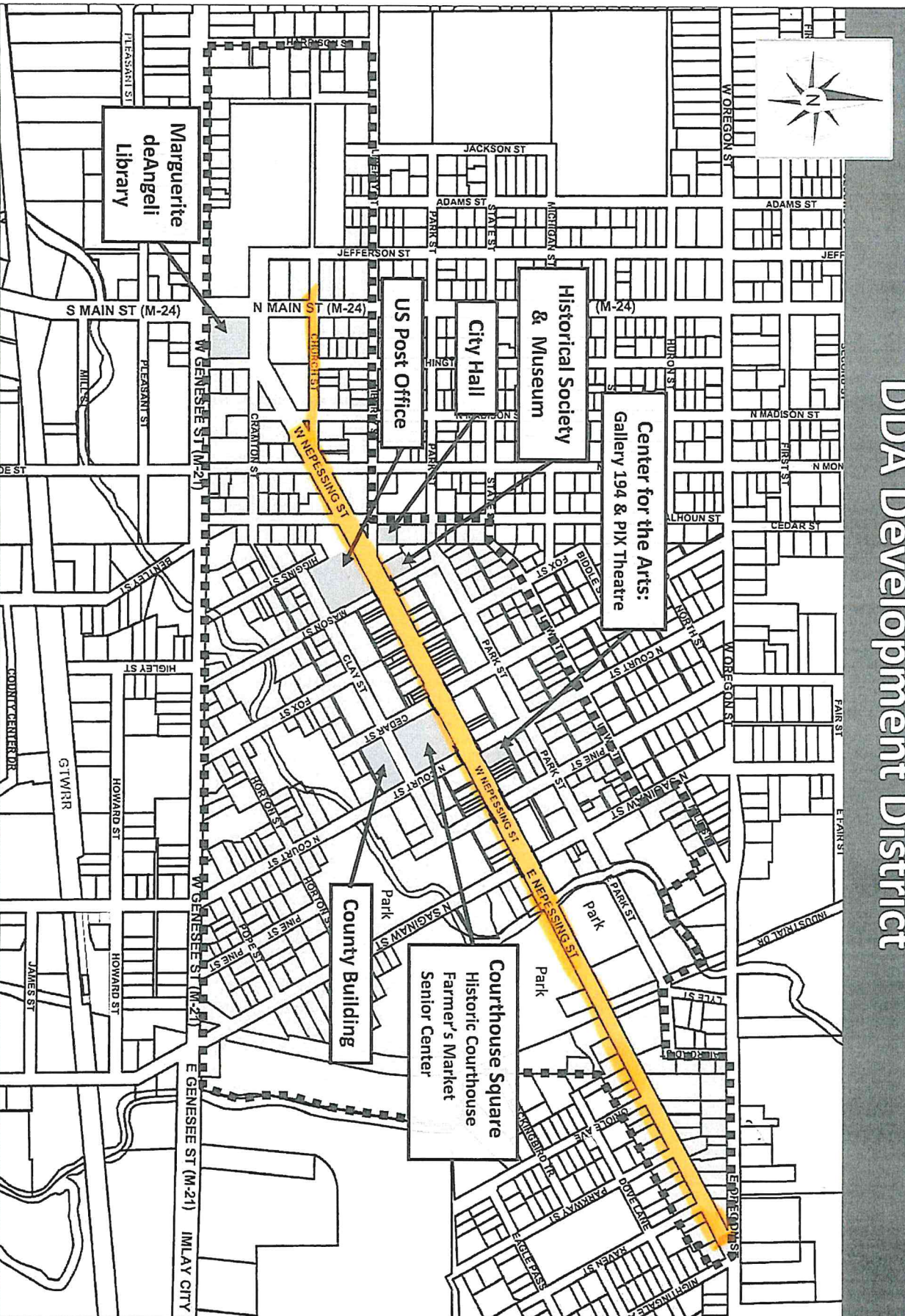
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DOWNTOWN PARKING MAP

Port-o-Johns:



DDA Development District



City of Lapeer, Michigan • 2014

All intersecting streets are closed by city police. One-way parkway, given only allowed to turn east to Bouwens & then closed when parade starts.

To: Mike Womack, City Manager
From: Jeremy Howe, Chief of Police
Date: March 17, 2025
RE: Special Event – Christmas Parade

STAFF RECOMMENDATION

To Approve the Event.

CURRENT OR NEW INFORMATION

We have received a request from the Lapeer Area Chamber of Commerce to hold their annual Christmas parade with the downtown area on Nepessing Street. This event will take place on Friday, December 5, 2025, beginning at 6:00PM, with line-up starting at 5:00PM. This parade will be a nighttime event.

The event will require Police Department Officers working overtime for traffic control. The Department of Public Works services will also be needed to place barricades at intersections during their normal work hours, LCPD Officers will set the barricades up and remove them from the roadway.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

Annual Event.

AGENDA ITEM REVIEW

Meeting Date: April 7, 2025
Consent: X
Administrative:
Public Hearing:

Date Reviewed: March 31, 2025
Reviewed By: R. Sanchez, City Clerk

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)

Lapeer Area Chamber of Commerce

Phone # 810 664 6641

Address

108 W. Park Street, Lapeer

Organization Event
Coordinator/Contact

NEda Payne

Phone # 810 664 6641

Event Coordinator/
Contact Address

108 W. Park Street, Lapeer

Coordinator/Contact Email

neda@lapeerareachamber.org

Event Name Annual Christmas Parade

Purpose of Event Holiday parade

Event Location

Nepessig St. downtown

Have you
reserved your
park/pavilion?

☐ Yes / No ☒

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

Date of Event

Friday Dec. 5, 2025

Event Time

6 PM (Line up starts 5:00 PM)

of Event

Organizational Team 10

of Expected
Attendees:

1000 - 1200

Describe the activities

taking place at your event:

Christmas Parade through downtown

Line up on Nepessig East from Saginaw St

Please check what will be part of your event:

☐

Music**

☐

Animals**
(such as a petting zoo)

☐

Selling of food*

☐

Posted Signage of
Event*

☐

Tents

☐

Wedding

☐

Selling of drinks*

☐

Liquor/Beer or Wine*

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

Please check what you request the City to supply:

*See Rules and Regulations

FOR OFFICE USE ONLY:

SPECIAL EVENT REVIEW COMMITTEE APPROVALS

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

☐	Picnic Tables Qty:	☐	Electricity Turned on/off	☐	Other:	
☐	Trash Containers Qty:	☐	Road Crossing Guards Qty:			
☐	Road Closures List:	City Police to block Saginaw Street at Nepessing and side streets adjacent to Nepessing Street from Saginaw to Church St.				

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 Lapeer Area Chamber of Commerce 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: Neda Payne Date: 1-27-25

Witness: Angela Haley Date: 1-27-25

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

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

Normal Event Schedule

(e.g., third weekend in July): First Friday night in December

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:

Throughout downtown

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.

1-28-25
Date


Signature of Sponsoring Organization's Agent

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

Be sure to include the following with the application:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2025

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

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

PRODUCER

The Lapeer Agency
145 E. Nepessing St
Lapeer, MI 48446

CONTACT NAME: Mary Berger
PHONE (A/C, No, Ext): (810)664-2966 FAX (A/C, No): (810)664-1102
E-MAIL ADDRESS: mary@lapeeragency.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

Lapeer Area Chamber of
DBA: Commerce
108 W. Park St
Lapeer, MI 48446

INSURER A: West Bend Insurance

INSURER B: West Bend Insurance

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00016391-0

REVISION NUMBER: 6

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 ☐ PROJECT ☐ LOC OTHER:			A040010 09	5/18/2024	5/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			A040010	5/18/2024	5/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ 0			A040010	5/18/2024	5/18/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		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)

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes

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

(MMB)

DDA Development District



City of Lapeer, Michigan • 2014

All intersecting streets are closed by city police. Oriole Parkway, Raven only allowed to turn east to Bowers & then closed when parade starts.



ITEM C-8

To: Mike Womack, City Manager
From: Ross Slusher, Director of Public Works
Date: March 26, 2025
RE: Fixed Asset Disposal
2020 Ford Police Interceptor Utility and 2014 Ford Police Interceptor Sedan

STAFF RECOMMENDATION

It is recommended that the City Commission approve the sale of a 2020 Ford Police interceptor Utility and the sale of a 2014 Ford Police interceptor Sedan.

CURRENT OR NEW INFORMATION

The Department of Public Works is requesting permission to sell a 2020 Ford Police Utility, asset # 300009 estimated value \$9,000 - \$13,000 dollars. Also, the sale of a 2014 Ford Police Sedan, asset # 300006 estimated value \$3,500 - \$5,000 dollars. In approving these Items for disposal, they will be sold on an auction site through Govdeals.

EQUIPMENT: Ford Police Interceptor Utility

Department: Police

Year: 2020

Vin: # 1FM5K8AB5LGA64122

EQUIPMENT: Ford Police Interceptor Sedan

Department: Police

Year: 2014

Vin: # 1FAHP2L83EG157876

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

None.

AGENDA ITEM REVIEW

Meeting Date:	April 7, 2025	Date Reviewed:	March 31, 2025
Consent:	X		
Administrative:		Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			

To: Mike Womack, City Manager
From: Ross Slusher, Department of Public Works Director
Date: March 24, 2025
RE: 2025 Annual Spring Clean-Up

STAFF RECOMMENDATION

Approve scheduling the 2025 Annual Spring Clean-Up for May 5, 2025 to be performed by Rick Rhein Disposal.

CURRENT OR NEW INFORMATION

The Department of Public Works is requesting approval for the Annual Spring Clean-Up to be scheduled for May 5, 2025. Rick Rhein Disposal has signed and submitted the attached agreement to perform the 2025 City-Wide Spring Clean-Up for \$30 per cubic yard. During last year's program 125 cubic yards of refuse was collected at a cost of \$29 per cubic yard for a total charge of \$3,625.

Upon approval, the attached public notice will be published in the LA View on Thursday, April 24th and the Lapeer County Press on Sunday, April 27th to notify residents of this year's clean-up program.

Attachments

RS/kah

AGENDA ITEM REVIEW

Meeting Date:	April 7, 2025	Date Reviewed:	March 31, 2025
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			



Department of Public Works
Phone: 810-664-4711
Fax: 810-667-7172

City of Lapeer 2025 Spring Clean-Up Agreement

This Agreement is dated as of the 20th day of March 2025 between the City of Lapeer and Rick Rhein Disposal, 3600 Davis Lake Road, Lapeer, MI 48446.

The City of Lapeer and Rick Rhein Disposal agree that Rick Rhein Disposal will complete the 2025 Spring Clean-Up in the City of Lapeer the week of May 5 thru May 9, 2025 as follows.

1. Each resident will receive service once during the designated week.
2. The main streets of the City of Lapeer will be picked up prior to 5:00 p.m. on Wednesday, May 7, 2025.
3. The remainder of the City of Lapeer will be serviced by 5:00 p.m. on Saturday, May 10, 2025.
4. All items will be collected and disposed of except liquid items, hazardous waste, concrete and yard waste. *(Please see attached public notice.)*
5. All invoices with disposal tickets from all trucks used and volumes collected, as well as landfill tickets for each load will be provided to the City of Lapeer by June 2, 2025.
6. The City of Lapeer will pay Rick Rhein Disposal \$30.00 per cubic yard of refuse collected which will include all costs for collection and disposal including all labor and equipment.
7. All City of Lapeer ordinances will be followed by Rick Rhein Disposal when completing this project.

CONTRACTOR


Rick Rhein Disposal
By: Rick Rhein Disposal
Title: owner
Date: 3/20/25

CITY OF LAPEER

City of Lapeer
By: Ross Slusher
Title: Director of Public Works
Date: _____



PUBLIC NOTICE

2025 ANNUAL SPRING CLEAN UP PROGRAM

The City of Lapeer will hold its Annual Spring, City-Wide Clean-Up Program on Monday, May 5, 2025. This program is offered once a year. Apartment complexes, Hunter's Creek Mobile Home Park and the City portion of Crestview Manor are also included in this program.

All items to be discarded should be placed at the curbside before **7:00 A.M. on Monday, May 5, 2025**. Items should not be placed at the curbside earlier than Saturday, May 3, 2025. **Any items placed at the curbside after 7:00 A.M. on Monday, May 5, 2025 will not be picked up.**

Leaves, grass clippings and any small loose materials should be bagged or boxed and should not exceed 40 pounds in weight. Construction timbers and other lengthy items should not exceed five (5) feet. Brush, tree limbs and broken concrete should be separated from trash and other disposable garbage.

LIQUIDS, TOXIC MATERIALS AND HAZARDOUS WASTE WILL NOT BE PICKED UP. THIS INCLUDES TIRES, MOTOR OIL, PESTICIDES, PAINT, PAINT SOLVENTS, ANTI-FREEZE, ETC. THIS ALSO INCLUDES ANY APPLIANCES WHICH CONTAIN FREON, I.E., REFRIGERATORS, AIR CONDITIONERS, ETC.

This program is intended to assist residents of the City of Lapeer and help beautify the City of Lapeer. It is unlawful for items to be discarded to be brought in from outside the City limits and it is unlawful for residents to place items brought in from outside the City limits for pick up in the Spring Clean-Up Program.

Adhering to the requirements above will help ensure that this clean-up program is successful. If you have any questions regarding this program, please call 810-664-4711 or 810-664-4553.

To: Mike Womack, City Manager
From: City Commission
Date: April 2, 2025
RE: Municipal Resolutions for Preventative Maintenance of Local Bridges through Michigan
Department of Transportation Local Bridge Program

STAFF RECOMMENDATION

Approve the three Resolutions as presented to apply for funding for the Nepessing, Fox and Oregon Street Bridges

CURRENT OR NEW INFORMATION

The City applies for grant funding through MDOT each year for bridge maintenance. Bridges are extremely expensive projects and thankfully, this is one of the more generous grants available from MDOT. The minimum match for these projects is 5%, but chances of being selected increase if the city is willing to match at a higher rate. Traditionally, the city has committed to a match of 10%.

Attachments

AGENDA ITEM REVIEW

Meeting Date:	April 7, 2025	Date Reviewed:	April 2, 2025
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			

**2025 City of Lapeer
FY28 Local Bridge Program Applications**

1. **Nepessing St. Bridge** - \$401,000 Total with 5% Match = \$20,050, 10% Match = \$40,100, & 20% Match = \$80,200 (Construction Engineering Est.: \$60,000; Road/Traffic & Structure Engineering Est.: \$30,000)
 - a. HMA Overlay with Membrane
 - b. Silane on Brush Block and Beam Fascias
 - c. Curb Nosing Patching
 - d. Sidewalk Healer/Sealer
 - e. Approach Sidewalk Replacement
 - f. Approach Replacement
2. **Fox St. Bridge** - \$316,000 Total with 5% Match = \$15,800, 10% Match = \$31,600, & 20% Match = \$63,200 (Construction Engineering Est.: \$47,000; Road/Traffic & Structure Engineering Est.: \$24,000)
 - a. Epoxy Overlay
 - b. Silane on Railings and Fascias
 - c. Joint Sealing
 - d. Slope Restoration
 - e. Approach Replacement
 - f. Approach Sidewalk Replacement

3. **Oregon St. Bridge** - \$213,000 Total with 5% Match = \$10,650, 10% Match = \$21,200, & 20% Match = \$42,600 (Construction Engineering Est.: \$32,000; Road/Traffic & Structure Engineering Est.: \$25,000)

- a. HMA Overlay with Membrane
- b. Silane on Railings and Fascias
- c. Sidewalk Patching
- d. Healer/Sealer on Sidewalks
- e. Approach Replacement

**CITY OF LAPEER
MUNICIPAL RESOLUTION #2025-04
FOR PREVENTATIVE MAINTENANCE OF THE
NEPESSING STREET BRIDGE THROUGH
MICHIGAN DEPARTMENT OF TRANSPORTATION
LOCAL BRIDGE PROGRAM**

At a regular meeting of the Lapeer City Commission of the City of Lapeer, Lapeer County, Michigan, held at Lapeer City Hall on April 7, 2025, there were:

PRESENT: Mayor Marquardt. Commissioners Atwood, Brady, Glisman, Petrie, Swindell.

ABSENT: None.

MOVED BY: Commissioner

SECONDED BY: Commissioner

WHEREAS, the condition of the Nepessing Street bridge has deteriorated to such an extent that preventative maintenance is necessary; and

WHEREAS, the budget of the City of Lapeer will not allow preventative maintenance of this bridge without additional funds from other sources.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lapeer requests Michigan Department of Transportation Local Bridge Program funding for preventative maintenance of the Nepessing Street bridge for MDOT's Funding Year 2028.

This resolution was adopted on the 7th day of April 2025.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

MOTION CARRIED. RESOLUTION DECLARED ADOPTED.

CERTIFICATION:

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Lapeer City Commission, County of Lapeer, Michigan at a regular meeting held on April 7, 2025, in compliance with the Act No. 267 of the Public Acts of 1967.

Romona Sanchez, CMC
Clerk, City of Lapeer

**CITY OF LAPEER
MUNICIPAL RESOLUTION #2025-05
FOR PREVENTATIVE MAINTENANCE OF THE
FOX STREET BRIDGE THROUGH
MICHIGAN DEPARTMENT OF TRANSPORTATION
LOCAL BRIDGE PROGRAM**

At a regular meeting of the Lapeer City Commission of the City of Lapeer, Lapeer County, Michigan, held at Lapeer City Hall on April 7, 2025, there were:

PRESENT: Mayor Marquardt. Commissioners Atwood, Brady, Glisman, Petrie, Swindell.

ABSENT: None.

MOVED BY: Commissioner

SECONDED BY: Commissioner

WHEREAS, the condition of the Fox Street bridge has deteriorated to such an extent that preventative maintenance is necessary; and

WHEREAS, the budget of the City of Lapeer will not allow preventative maintenance of this bridge without additional funds from other sources.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lapeer requests Michigan Department of Transportation Local Bridge Program funding for preventative maintenance of the Fox Street bridge for MDOT's Funding Year 2028.

This resolution was adopted on the 7th day of April 2025.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

MOTION CARRIED. RESOLUTION DECLARED ADOPTED.

CERTIFICATION:

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Lapeer City Commission, County of Lapeer, Michigan at a regular meeting held on April 7, 2025, in compliance with the Act No. 267 of the Public Acts of 1967.

Romona Sanchez, CMC
City Clerk, City of Lapeer

**CITY OF LAPEER
MUNICIPAL RESOLUTION #2025-06
FOR PREVENTATIVE MAINTENANCE OF THE
OREGON STREET BRIDGE THROUGH
MICHIGAN DEPARTMENT OF TRANSPORTATION
LOCAL BRIDGE PROGRAM**

At a regular meeting of the Lapeer City Commission of the City of Lapeer, Lapeer County, Michigan, held at Lapeer City Hall on April 7, 2025, there were:

PRESENT: Mayor Marquardt. Commissioners Atwood, Brady, Glisman, Petrie, Swindell.

ABSENT: None.

MOVED BY: Commissioner

SECONDED BY: Commissioner

WHEREAS, the condition of the Oregon Street bridge has deteriorated to such an extent that preventative maintenance is necessary; and

WHEREAS, the budget of the City of Lapeer will not allow preventative maintenance of this bridge without additional funds from other sources.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lapeer requests Michigan Department of Transportation Local Bridge Program funding for preventative maintenance of the Oregon Street bridge for MDOT's Funding Year 2028.

This resolution was adopted on the 7th day of April 2025.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

MOTION CARRIED. RESOLUTION DECLARED ADOPTED.

CERTIFICATION:

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Lapeer City Commission, County of Lapeer, Michigan at a regular meeting held on April 7, 2025, in compliance with the Act No. 267 of the Public Acts of 1967.

Romona Sanchez, CMC
Clerk, City of Lapeer

To: City Commissioners/Mayor
From: Ross Slusher, Department of Public Works Director
Date: March 20, 2025
RE: Resolution for Designation of Street Administrator

STAFF RECOMMENDATION

Approve the Resolution for Designation of Street Administrator as Ross Slusher, DPW Director due to recent promotion to said title.

CURRENT OR NEW INFORMATION

This designation was under Jeff Graham who has recently retired.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

This relates to Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act.

AGENDA ITEM REVIEW

Meeting Date:	April 7, 2025	Date Reviewed:	March 31, 2025
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			

RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

Clear Form

This information is required by Act 51, P.A. 1951 as amended. Failure to supply this information will result in funds being withheld.

MAIL TO: Michigan Department of Transportation, Financial Operations
Division, P.O. Box 30050, Lansing, MI 48909.
or Fax to: (517) 335-1828

NOTE: Indicate, if possible, where Street Administrator can usually be reached during normal working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner _____
offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate _____

DPW Director, Ross Slusher _____ as the single Street Administrator for the City or Village of
City of Lapeer _____ in all transactions with the State Transportation Department
as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner _____

Yeas _____

Nays _____

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting
of the governing body of this municipality on the 7th _____ day of
April, 2025

CITY OR VILLAGE CLERK (SIGNATURE)	E-MAIL ADDRESS rsanchez@ci.lapeer.mi.us	DATE 04/08/25
STREET ADMINISTRATOR (SIGNATURE)	E-MAIL ADDRESS rslusher@ci.lapeer.mi.us	DATE 04/08/25
ADDRESS OF CITY OR VILLAGE OFFICE 576 Liberty Park	P.O. BOX	
CITY OR VILLAGE Lapeer	ZIP CODE 48446	PHONE NUMBER (810) 664-5231



ITEM D-1

To: Mayor and City Commission
From: Kelly Hanna, Director of Financial Services
Date: March 31, 2025
RE: Bill Listing – March 14, 2025, through March 31, 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 March 14, 2025, through March 31, 2025, in the total amount of **\$293,781.55** and find them to be proper charges.

AGENDA ITEM REVIEW

Meeting Date:	April 7, 2025	Date Reviewed:	March 31, 2025
Consent:			
Administrative:		Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			

CHECK REGISTER FOR CITY OF LAPEER
CHECK DATE FROM 03/14/2025 - 03/31/2025

Check Date	Check	Vendor Name	Amount
03/27/2025	2878(E)	DTE ENERGY	68,680.89
03/27/2025	2857(A)	HAMLETT ENVIRONMENTAL TECHNOLOGIES	37,025.00
03/27/2025	598829	CARRIER AND GABLE INC	32,642.00
03/25/2025	2845(E)	US BANK	31,822.30
03/27/2025	2855(A)	FEHR GRAHAM & ASSOCIATES, LLC	14,000.00
03/27/2025	2871(A)	ROWE INC	12,030.00
03/27/2025	2849(A)	COMPASS MINERALS AMERICA INC.	10,297.93
03/27/2025	598848	MLR ENGINEERING	9,900.00
03/27/2025	598836	GEORGE H. PASTOR & SONS, INC	7,250.00
03/27/2025	2867(A)	MICHIGAN PLANNERS, INC	6,998.00
03/27/2025	2880(E)	WEX BANK	5,488.20
03/31/2025	2885(E)	CITY OF LAPEER	3,620.86
03/27/2025	2847(A)	CARAHSOFT TECHNOLOGY CORP	3,495.00
03/27/2025	2846(A)	ABM COMMERCIAL CLEANING	3,300.00
03/27/2025	598850	PHIL STARR & SON	3,284.48
03/27/2025	2869(A)	POWER PLUS INTERNATIONAL	2,968.04
03/27/2025	2852(A)	ETNA SUPPLY	2,380.00
03/27/2025	2851(A)	ESO SOLUTIONS, INC	2,286.81
03/27/2025	2864(A)	MAUK, JODI	1,920.00
03/27/2025	2873(A)	SMITH, SHANNON	1,920.00
03/27/2025	2858(A)	JOHNSON CONTROLS SEC. SOLUTIONS	1,900.00
03/27/2025	598844	MARCO TECHNOLOGIES, LLC	1,706.59
03/27/2025	2881(E)	WINDSTREAM	1,592.82
03/27/2025	2875(A)	SZOTT FORD	1,583.55
03/27/2025	598841	KARMA ENVIRONMENTAL SOLUTIONS LLC	1,560.00
03/27/2025	598828	CARQUEST OF LAPEER	1,459.66
03/27/2025	2850(A)	CORRIGAN OIL II, INC.	1,400.45
03/27/2025	2877(A)	WINDER POLICE EQUIPMENT INC	1,314.52
03/27/2025	598855	TOWN & COUNTRY POOLS, INC	1,250.00
03/27/2025	598845	MGS ELECTRIC INC.	1,200.00
03/27/2025	2853(A)	EUROFINS ENVIRONMENT TESTING	1,190.00
03/27/2025	598854	T. P. ISRAEL CO INC	1,170.00
03/27/2025	2856(A)	GRAND TRUNK WESTERN	1,150.00
03/27/2025	2870(A)	RIGHT TOUCH LANDSCAPING INC	1,100.00
03/27/2025	598824	AMERICAN SEWER CLEANERS	1,080.00
03/27/2025	2876(A)	TAYLOR, SARAH	1,062.50
03/27/2025	598835	FARLEY, CHARLES	1,000.00
03/30/2025	2884(E)	ISOLVED, INC.	916.80
03/27/2025	2861(A)	KEITH BRACE INC.	550.00
03/27/2025	598857	USA BLUE BOOK	493.11
03/27/2025	2860(A)	KAPALA HEATING	489.00
03/27/2025	598858	VILLAGE PRINTING	443.00
03/27/2025	598851	PITNEY BOWES GLOBAL FINANCIAL	432.24
03/27/2025	598823	ACTION MUNICIPAL SUPPLY, LLC	414.46
03/27/2025	598833	ECKER MECHANICAL CONTRACTORS, INC	400.00
03/27/2025	2862(A)	LAKE ORION MECHANICAL	398.00
03/27/2025	598843	LAPEER CO TREASURER	371.49

03/27/2025	2848(A)	CISLO TITLE COMPANY	350.00
03/27/2025	598853	STATE OF MICHIGAN	304.00
03/27/2025	598856	UNIFIRST CORPORATION	302.13
03/27/2025	598831	DELYNN'S DESIGNS, INC	300.75
03/27/2025	598834	FAIR, BRANDON	291.98
03/27/2025	598827	ATWOOD, JOSHUA	290.80
03/27/2025	2868(A)	NORTH CENTRAL LABS	260.17
03/27/2025	598832	DTE ENERGY	250.00
03/27/2025	2874(A)	STONE LAND SERVICES LLC	225.00
03/27/2025	2866(A)	MES SERVICE COMPANY, LLC	211.18
03/27/2025	598840	JAY'S SEPTIC	200.00
03/27/2025	598842	LAPEER CO HEALTH DEPT	200.00
03/27/2025	598830	CRAIG'S SIGNS	195.00
03/28/2025	2883(A)	MIDWEST RECEIVABLE SOLUTIONS	185.25
03/27/2025	2859(A)	K & R TRUCK SALES, INC.	150.00
03/27/2025	2863(A)	MACQUEEN EQUIPMENT, LLC	147.50
03/27/2025	2854(A)	FASTENAL COMPANY	131.16
03/27/2025	2872(A)	SHORELINE INVESTMENT SERV. INC.	108.95
03/27/2025	598852	SHIRLEY'S DRY CLEAN. & ALTERATIONS	105.40
03/27/2025	598837	GOYETTE MECHANICAL	100.00
03/27/2025	598839	HARD ROCK EXTERIORS	100.00
03/27/2025	598846	MICHIGAN HEATING, COOLING & PLUMBING	100.00
03/27/2025	598849	MRS. MICHAEL	100.00
03/27/2025	598847	MIDWEST RECEIVABLE SOLUTIONS LLC	75.59
03/27/2025	598825	ARMSTRONG, RHONDA	70.00
03/27/2025	2865(A)	MCLEAN, ALEXANDRIA	55.44
03/27/2025	598838	GRAINGER	25.92
03/27/2025	598826	ARNOLD'S AUTO WASH	4.00
03/27/2025	2882(A)	WELLER TRUCK PARTS, LLC.	3.63
TOTAL			<u>\$293,781.55</u>



ITEM G-1

To: Lapeer City Commission, Mayor, City Manager and City Attorney
From: Shelley Lincoln, Housing Grant Administrator
Date: March 13, 2025
RE: Update Fair Housing Resolution and City Fair Housing Policy

STAFF RECOMMENDATION

The Housing Improvement Department (HID) is requesting that the City Commissioners and Mayor approve the updated Fair Housing Resolution and Fair Housing Policy.

CURRENT OR NEW INFORMATION

The Fair Housing Resolution and Fair Housing policy are being updated to reflect the current verbiage regarding the Title VIII of the U.S. Civil Rights Act, commonly known as the "Fair Housing Act as well as the Michigan Elliott-Larsen Civil Rights Act, PA 453 of 1976.

This amendment will update the current policy and annual resolution regarding the protected classes to match the current Fair Housing Act as well as the Michigan Elliott-Larsen Civil Rights Act.

The listed classes will be updated as follows:

Race, color, national origin, religion, sex (including gender, gender identity, sexual orientation, sexual harassment), age, height, weight, familial status, marital status and disability.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

AGENDA ITEM REVIEW

Meeting Date:	April 7, 2025	Date Reviewed:	March 31, 2025
Consent:		Reviewed By:	R. Sanchez, City Clerk
Administrative:	X		
Public Hearing:			

**RESOLUTION #2025-03
RESOLUTION TO APPROVE
CITY OF LAPEER
FAIR HOUSING POLICY**

At a regular meeting of the Lapeer City Commission of the City of Lapeer, County of Lapeer, Michigan, held in said City on the 7th day of April 2025 there were:

PRESENT: Mayor Marquardt. Commissioners Atwood, Brady, Glisman, Petrie, Swindell.

ABSENT: None.

MOVED BY: Commissioner

SECONDED BY: Commissioner

WHEREAS, under the Federal Fair Housing Law, Title VIII of the Civil Rights Act of 1968, it is illegal to deny housing to any person because of race, color, religion, sex (including gender, gender identity, sexual orientation, and sexual harassment), familial status, national origin, and disability; and,

WHEREAS, under the Michigan Elliott-Larsen Civil Rights Act, PA 453 of 1976, as amended, it is illegal to deny the opportunity to obtain housing to any person because of religion, race, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, familial status, or marital status;

NOW THEREFORE, BE IT RESOLVED:

LET IT BE KNOWN TO ALL PERSONS that the **City of Lapeer** will follow the adopted Fair Housing Policy to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, national origin, religion, sex (including gender, gender identity, sexual orientation, sexual harassment), age, height, weight, familial status, marital status and disability; and

BE IT FURTHER RESOLVED, that the **City of Lapeer** shall not discriminate in the sale, rental, leasing, or financing of housing because of race, color, national origin, religion, sex (including gender, gender identity, sexual orientation, sexual harassment), age, height, weight, familial status, marital status and disability; and

BE IT FURTHER RESOLVED, that the **City of Lapeer** will assist all persons who feel they have been discriminated against because of race, color, national origin, religion, sex (including gender, gender identity, sexual orientation, sexual harassment), age, height, weight, familial status, marital status and disability, to seek equity under federal and state laws by providing information to said persons on how to file a complaint with the Michigan Department of Civil Rights; and

BE IT FURTHER RESOLVED, that the **City of Lapeer** will at a minimum post this policy or the Fair Housing poster or other posters, flyers or other information which will bring to the attention of owners of real estate, developers and builders their respective responsibilities and rights under the Federal Fair Housing Law and Michigan Elliott Larsen Act; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect as of April 7, 2025.

AYES:

NAYES:

ABSTAIN:

ABSENT:

MOTION CARRIED AND RESOLUTION ADOPTED.

CERTIFICATION:

I, Romona Sanchez, being the duly appointed and qualified Clerk of the City of Lapeer, Lapeer, County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of the Resolution adopted by the City of Lapeer Commission at a regular meeting held on April 7, 2025.

Romona Sanchez, CMC
City Clerk, City of Lapeer



City of Lapeer Fair Housing Policy



The City of Lapeer is committed to fair housing and will work aggressively to ensure that the City of Lapeer's housing developments comply fully with all state, federal, and local fair housing laws. The City has appointed the Housing Grant Administrator as its fair housing contact person, who has an understanding of the Fair Housing Laws and will attend applicable training to remain informed.

Fair Housing Complaint Procedure:

The City of Lapeer has established a Fair Housing Log that is located in the City of Lapeer Housing Improvement Department. The Fair Housing Log will be maintained by the Housing Grant Administrator and will disclose information regarding any and all fair housing concerns and their outcomes. Fair housing issues identified in the community, will be recorded in the log. Persons wishing to file a housing related complaint or concern will be referred to the Michigan Department of Civil Rights, HUD, or their local Fair Housing Center.

Contact Information for housing complaints:

Chicago Regional Office of FHEO

U.S. Department of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, Illinois 60604-3507

Phone: 312-913-8453

Toll-Free: 800-765-9372

TTY: 312-353-7143

Civil Rights Complaints: ComplaintsOffice05@hud.gov

Website: <https://www.hud.gov/fairhousing>

or

Michigan Department of Civil Rights

Phone: 313-456-3700

Fax: 313-456-3701

Toll-Free: 800-482-3604

TTY: 877-878-8464

Email: MDCRServiceCenter@michigan.gov

Website: <https://www.michigan.gov/mdcr/>

or

The Fair Housing Center of Southeast & Mid Michigan

P.O. Box 7825

Ann Arbor, MI 48107

Phone: 877-979-FAIR

Fax: 734-340-6598

Email information: info@fhcmichigan.org
Email Complaints: complaints@fhcmichigan.org
Website: <https://www.fhcmichigan.org>

Non-Discrimination:

The City of Lapeer will consider all applicants and contractors based on qualifications. No applicant or contractor will be denied housing, or a contract based on race, color, national origin, religion, sex (**including gender, gender identity, sexual orientation, sexual harassment**), age, height, weight, familial status, marital status and disability, per the Federal Fair Housing Law, Title VIII of the Civil Rights Act of 1968 and the Michigan Elliott-Larsen Civil Rights Act, PA 453 of 1976. Persons raising concerns regarding discrimination will not be retaliated against. The City of Lapeer will invite both minority and women-owned businesses apply for participation in housing programs.

Promoting Fair Housing:

The City of Lapeer will include the Fair Housing Logo on all its housing-related documents and advertisements. The City Housing Improvement Department will post a Fair Housing poster in a place visible to the public. The City will secure and distribute Fair Housing material provided by HUD and various other Fair Housing agencies and organizations. The City of Lapeer will also review and adopt a Fair Housing Resolution annually.

Furthering Affirmative Marketing:

The City of Lapeer is committed to affirmative marketing and will make specific efforts to inform persons that are underrepresented in the neighborhood or the local community about opportunities for housing. The City will outreach to populations less served by utilizing Press releases regarding housing projects, offering open house/ribbon cutting events for the public to attend and Fair Housing postings at local places of employment. Additional Fair Housing outreach will be to disburse the "Fair Housing, It's Your Right" brochure to the Lapeer County Community Collaborative, Thumb Local Planning Body, and Neighbor's Helping Neighbor's (formerly Project Homeless Connect) meetings/events along with disbursing of the brochures at local realtor meetings and presentations or upon request.

Accessibility:

The City of Lapeer is accessible and will make every attempt to reasonably accommodate all its customers.

Housing Mission:

The City of Lapeer is committed to providing safe, affordable, decent, and sanitary housing located in areas where people choose to live.

Adopted: May 17, 2021
Amended: June 19, 2023
Amended: April 7, 2025

To: Mike Womack, City Manager
From: Kim Hodge, Office Coordinator
Date: March 31, 2025
RE: Downtown Area Right-of-Way Licenses

STAFF RECOMMENDATION

To approve the Right-of-Way Licenses for the applicants listed below.

CURRENT OR NEW INFORMATION

Please submit the attached Right-of-Way License applications to the City Commission for approval at the April 7, 2025 meeting for the following downtown businesses:

1. Blondie's Sweet Boutique/Dagwood's Deli – 193 W. Nepessing Street (Seasonal Enclosure)
2. Popovich Properties, LLC (Villa Milano) – 393 W. Nepessing Street (Permanent Enclosure)
3. Popovich Properties, LLC (Villa Milano) – 393 W. Nepessing Street (Overhead String Lights in adjacent Fox Street Mall)
4. Tilted Axis Brewery – 303 W. Nepessing Street (Permanent Enclosure)
5. Tilted Axis Brewery – 303 W. Nepessing Street (Expanded Seasonal Enclosure)
6. Woodchips, LLC – 315 W. Nepessing Street (Permanent Enclosure)
7. Cheers Pub – 440 N. Saginaw Street (Seasonal Enclosure)
8. Blend Frozen Yogurt Bar – 392 W. Nepessing (Overhead Lighting in adjacent Fox Street Mall)
9. Hernandez Mexican Food – 4 E. Nepessing (Seasonal Enclosure)

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

No changes are proposed by the applicants from last year's license requests for permanent and seasonal outdoor dining area enclosures and overhead string lighting. All applicants have signed their individual licenses, provided the required site diagram and proof of insurance as well as paid the \$25 license fee for each license.

Attachments

AGENDA ITEM REVIEW

Meeting Date: April 7, 2025

Date Reviewed: March 31, 2025

Consent:

Administrative: X

Reviewed By: R. Sanchez, City Clerk

Public Hearing:



RIGHT-OF-WAY LICENSE

This license, entered into the _____ day of _____, 2025 by the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter called "CITY", and **Blondie's Sweet Boutique/Dagwood's Deli, 193 W. Nepessing Street, Lapeer, Michigan 48446**, hereinafter called "LICENSEE".

WHEREAS, the CITY has a right-of-way, of varying widths, along Nepessing Street; and

WHEREAS, LICENSEE is the owner of ground floor premises on Nepessing Street, with a street address of **193 W. Nepessing Street**, City of Lapeer; and

WHEREAS, LICENSEE desires to use or occupy that portion of the CITY'S Nepessing Street right-of-way for a temporary seasonal dining area as part of LICENSEE'S operation; and

WHEREAS, CITY is willing to grant to LICENSEE a license allowing the temporary encroachment of tables and chairs within that portion of the Nepessing Street right-of-way; and

WHEREAS, LICENSEE agrees to abide by the terms of this license.

NOW, THEREFORE, BE IT KNOWN that the CITY hereby grants a license to LICENSEE to place tables and chairs into a portion of the Nepessing Street right-of-way located at **193 W. Nepessing Street** in accord with the accompanying sketch and further subject to all of the following terms and conditions:

1. The encroaching area may be occupied and/or used only for outdoor dining purposes during the period of **April 15, 2025 through November 15, 2025 with the exception of the period from August 11, 2025 through August 18, 2025 due to the Lapeer Days event.**
2. LICENSEE agrees to hold the CITY harmless and indemnify the CITY from any liability arising out of the existence of the encroachment on said right-of-way. Further, LICENSEE shall provide evidence to CITY that LICENSEE has liability insurance coverage with a minimum personal injury limit of at least \$100,000 for any single accident, for any personal injuries which may be caused to persons as a result of said encroachment.
3. LICENSEE agrees to maintain a clear area of at least eight feet between the encroachment and the Nepessing Street curb nearest LICENSEE'S operation.
4. CITY may terminate this license at any time it determines that said right-of-way is needed to expand, alter, widen, modify or beautify any part of said right-of-way; when the CITY determines it is necessary for another municipal purpose; when the CITY determines it is necessary for the public health, safety and welfare; when any liability insurance carrier of CITY advises the CITY that such encroachment should be removed; or when either CITY or LICENSEE is ordered by any court of competent jurisdiction to remove all or part of said encroachment.

CITY OF LAPEER

Dated: 3

By: _____
Debbie Marquardt, Mayor

Dated: _____

By: _____
Mike Womack, City Manager

Dated: 3/27/25

LICENSEE
By: Nickol Schop
Nickol Schop, Owner



RIGHT-OF-WAY LICENSE

This license, entered into the _____ day of _____, 2025 by the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter called "CITY", and **Popovich Properties, LLC, 393 W. Nepessing Street, Lapeer, Michigan, 48446** hereinafter called "LICENSEE".

WHEREAS, the CITY has a right-of-way, of varying widths on Nepessing Street and on Fox Street from Nepessing Street south to its intersection with City Parking Lot #8; and

WHEREAS, LICENSEE is the owner of ground floor premises on Nepessing Street, with a street address of **393 W. Nepessing Street**, City of Lapeer; and

WHEREAS, LICENSEE desires to use or occupy a portion of the CITY'S right-of-way for a seasonal dining area as part of LICENSEE'S operation; and

WHEREAS, CITY is willing to grant to LICENSEE a license allowing the encroachment of decking, tables and chairs within a portion of the CITY'S right-of-way; and

WHEREAS, LICENSEE agrees to abide by the terms of this license.

NOW, THEREFORE, BE IT KNOWN that the CITY hereby grants a license to LICENSEE to place decking, tables and chairs into a portion of the CITY'S right-of-way located at **393 W. Nepessing Street** in accord with the accompanying sketch and further subject to all of the following terms and conditions:

1. The encroaching area may be occupied and/or used only for outdoor dining purposes during the period of **April 15, 2025 through April 14, 2026**.
2. LICENSEE agrees to hold the CITY harmless and indemnify the CITY from any liability arising out of the existence of the encroachment on said right-of-way. Further, LICENSEE shall provide evidence to CITY that LICENSEE has liability insurance coverage with a minimum personal injury limit of at least \$100,000 for any single accident, for any personal injuries which may be caused to persons as a result of said encroachment.
3. LICENSEE agrees to maintain a clear area of at least eight feet between the encroachment and the Nepessing Street and alley curb nearest LICENSEE'S operation.
4. CITY may terminate this license at any time it determines that said right-of-way is needed to expand, alter, widen, modify or beautify any part of said right-of-way; when the CITY determines it is necessary for another municipal purpose; when the CITY determines it is necessary for the public health, safety and welfare; when any liability insurance carrier of CITY advises the CITY that such encroachment should be removed; or when either CITY or LICENSEE is ordered by any court of competent jurisdiction to remove all or part of said encroachment.

CITY OF LAPEER

Dated: _____

By: _____
Debbie Marquardt, Mayor

Dated: _____

Mike Womack, City Manager

LICENSEE

Dated: _____

By: _____
Scott Jankovic, Owner



RIGHT-OF-WAY LICENSE

This license, entered into the _____ day of _____, 2025 by the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter called "CITY", and **Popovich Properties, owner of Villa Milano Bar & Grill located at 393 W. Nepessing Street, Lapeer, Michigan, 48446** hereinafter called "LICENSEE".

WHEREAS, the CITY has a right-of-way, of varying widths, in the Fox Street Mall area on Fox Street from Nepessing Street south to its intersection with City Parking Lot #8; and

WHEREAS, LICENSEE is the owner of premises on Nepessing Street adjacent to the Fox Street Mall with a street address of **393 W. Nepessing Street**, City of Lapeer; and

WHEREAS, LICENSEE desires to use or occupy a portion of the CITY'S right-of-way for installation and maintenance of permanent overhead string lights as part of LICENSEE'S operation; and

WHEREAS, CITY is willing to grant to LICENSEE a license allowing the encroachment of overhead string lights within a portion of the CITY'S right-of-way; and

WHEREAS, LICENSEE agrees to abide by the terms of this license.

NOW, THEREFORE, BE IT KNOWN that the CITY hereby grants a license to LICENSEE to install and maintain overhead string lights into a portion of the CITY'S right-of-way located in the Fox Street Mall adjacent to **393 W. Nepessing Street** subject to all of the following terms and conditions:

1. The encroaching area may be occupied and/or used only for the purposes of installing and maintaining overhead string lights during the period of **April 15, 2025 through April 14, 2026**.
2. LICENSEE agrees to hold the CITY harmless and indemnify the CITY from any liability arising out of the existence of the encroachment on said right-of-way. Further, LICENSEE shall provide evidence to CITY that LICENSEE has liability insurance coverage with a minimum personal injury limit of at least \$100,000 for any single accident, for any personal injuries which may be caused to persons as a result of said encroachment.
3. LICENSEE agrees to maintain a clear area of at least twelve (12) feet between the string lights and ground level of said encroachment area.
4. CITY may terminate this license at any time it determines that said right-of-way is needed to expand, alter, widen, modify or beautify any part of said right-of-way; when the CITY determines it is necessary for another municipal purpose; when the CITY determines it is necessary for the public health, safety and welfare; when any liability insurance carrier of CITY advises the CITY that such encroachment should be removed; or when either CITY or LICENSEE is ordered by any court of competent jurisdiction to remove all or part of said encroachment.

CITY OF LAPEER

Dated: _____

By: _____
Debbie Marquardt, Mayor

Dated: _____

Mike Womack, City Manager

LICENSEE

Dated: _____

By: _____
Scott Jankovic, Owner



RIGHT-OF-WAY LICENSE

This license, entered into the _____ day of _____, 2025 by the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter called "CITY", and Liquid Art LLC (dba Tilted Axis Brewing Co.), 303 W. Nepessing Street, Lapeer, Michigan 48446 hereinafter called "LICENSEE".

WHEREAS, the CITY has a right-of-way, of varying widths, along Nepessing Street; and

WHEREAS, LICENSEE is the owner of ground floor premises on Nepessing Street, with a street address of 303 W. Nepessing Street, City of Lapeer; and

WHEREAS, LICENSEE desires to use or occupy a portion of the CITY'S right-of-way for a seasonal dining area as part of LICENSEE'S operation; and

WHEREAS, CITY is willing to grant to LICENSEE a license allowing the temporary encroachment of an enclosure with tables and chairs within a portion of the CITY'S right-of-way; and

WHEREAS, LICENSEE agrees to abide by the terms of this license.

NOW, THEREFORE, BE IT KNOWN that the CITY hereby grants a license to LICENSEE to place an enclosure with tables and chairs into a portion of the CITY'S right-of-way located at 303 W. Nepessing Street in accord with the accompanying sketch and further subject to all of the following terms and conditions:

1. The encroaching area may be occupied and/or used only for outdoor dining purposes during the period of April 15, 2025 through April 14, 2026.
2. LICENSEE agrees to hold the CITY harmless and indemnify the CITY from any liability arising out of the existence of the encroachment on said right-of-way. Further, LICENSEE shall provide evidence to CITY that LICENSEE has liability insurance coverage with a minimum personal injury limit of at least \$100,000 for any single accident, for any personal injuries which may be caused to persons as a result of said encroachment.
3. LICENSEE agrees to maintain a clear area of at least eight feet between the encroachment and the Nepessing Street curb nearest LICENSEE'S operation.
4. CITY may terminate this license at any time it determines that said right-of-way is needed to expand, alter, widen, modify or beautify any part of said right-of-way; when the CITY determines it is necessary for another municipal purpose; when the CITY determines it is necessary for the public health, safety and welfare; when any liability insurance carrier of CITY advises the CITY that such encroachment should be removed; or when either CITY or LICENSEE is ordered by any court of competent jurisdiction to remove all or part of said encroachment.

CITY OF LAPEER

Dated: _____

By: _____
Debbie Marquardt, Mayor

Dated: _____

By: _____
Mike Womack, City Manager

LICENSEE

Dated: 3/25/25

By: _____
Thomas Hansen, Owner



RIGHT-OF-WAY LICENSE

This license, entered into the _____ day of _____, 2025 by the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter called "CITY", and **Liquid Art LLC (dba Tilted Axis Brewing Co.), 303 W. Nepessing Street, Lapeer, Michigan 48446** hereinafter called "LICENSEE".

WHEREAS, the CITY has a right-of-way, of varying widths, along Nepessing Street; and

WHEREAS, LICENSEE is the owner of ground floor premises on Nepessing Street, with a street address of **303 W. Nepessing Street**, City of Lapeer; and

WHEREAS, LICENSEE desires to use or occupy a portion of the CITY'S right-of-way for a **second seasonal** dining area as part of LICENSEE'S operation; and

WHEREAS, CITY is willing to grant to LICENSEE a license allowing the temporary encroachment of an enclosure with tables and chairs within a portion of the CITY'S right-of-way as shown on Exhibit A; and

WHEREAS, LICENSEE agrees to abide by the terms of this license.

NOW, THEREFORE, BE IT KNOWN that the CITY hereby grants a license to LICENSEE to place an enclosure with tables and chairs into a portion of the CITY'S right-of-way located at **303 W. Nepessing Street** in accord with the accompanying sketch and further subject to all of the following terms and conditions:

1. The encroaching area may be occupied and/or used only for outdoor dining purposes during the period of **April 15, 2025 through October 31, 2025**.
2. LICENSEE agrees to hold the CITY harmless and indemnify the CITY from any liability arising out of the existence of the encroachment on said right-of-way. Further, LICENSEE shall provide evidence to CITY that LICENSEE has liability insurance coverage with a minimum personal injury limit of at least \$100,000 for any single accident, for any personal injuries which may be caused to persons as a result of said encroachment.
3. LICENSEE agrees to maintain a clear area of at least eight feet between the encroachment and the Nepessing Street curb nearest LICENSEE'S operation.
4. CITY may terminate this license at any time it determines that said right-of-way is needed to expand, alter, widen, modify or beautify any part of said right-of-way; when the CITY determines it is necessary for another municipal purpose; when the CITY determines it is necessary for the public health, safety and welfare; when any liability insurance carrier of CITY advises the CITY that such encroachment should be removed; or when either CITY or LICENSEE is ordered by any court of competent jurisdiction to remove all or part of said encroachment.

CITY OF LAPEER

Dated: _____

By: _____
Debbie Marquardt, Mayor

Dated: _____

By: _____
Mike Womack, City Manager

Dated: 3/25/25

LICENSEE
By: _____
Thomas Hansen, Owner



RIGHT-OF-WAY LICENSE

This license, entered into the _____ day of _____, 2025 by the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter called "CITY", and **Woodchips, LLC, 315 W. Nepessing Street, Lapeer, Michigan 48446** hereinafter called "LICENSEE".

WHEREAS, the CITY has a right-of-way, of varying widths, along Nepessing Street; and

WHEREAS, LICENSEE is the owner of ground floor premises on Nepessing Street, with a street address of **315 W. Nepessing Street**, City of Lapeer; and

WHEREAS, LICENSEE desires to use or occupy a portion of the CITY'S right-of-way for a seasonal dining area as part of LICENSEE'S operation; and

WHEREAS, CITY is willing to grant to LICENSEE a license allowing the temporary encroachment of an enclosure with tables and chairs within a portion of the CITY'S right-of-way; and

WHEREAS, LICENSEE agrees to abide by the terms of this license.

NOW, THEREFORE, BE IT KNOWN that the CITY hereby grants a license to LICENSEE to place an enclosure with tables and chairs into a portion of the CITY'S right-of-way located at **315 W. Nepessing Street** in accord with the accompanying sketch and further subject to all of the following terms and conditions:

1. The encroaching area may be occupied and/or used only for outdoor dining purposes during the period of **April 15, 2025 through April 14, 2026**.
2. LICENSEE agrees to hold the CITY harmless and indemnify the CITY from any liability arising out of the existence of the encroachment on said right-of-way. Further, LICENSEE shall provide evidence to CITY that LICENSEE has liability insurance coverage with a minimum personal injury limit of at least \$100,000 for any single accident, for any personal injuries which may be caused to persons as a result of said encroachment.
3. LICENSEE agrees to maintain a clear area of at least eight feet between the encroachment and the Nepessing Street curb nearest LICENSEE'S operation.
4. CITY may terminate this license at any time it determines that said right-of-way is needed to expand, alter, widen, modify or beautify any part of said right-of-way; when the CITY determines it is necessary for another municipal purpose; when the CITY determines it is necessary for the public health, safety and welfare; when any liability insurance carrier of CITY advises the CITY that such encroachment should be removed; or when either CITY or LICENSEE is ordered by any court of competent jurisdiction to remove all or part of said encroachment.

CITY OF LAPEER

Dated: _____

By: _____
Debbie Marquardt, Mayor

Dated: _____

By: _____
Mike Womack, City Manager

Dated: 3-12-25

LICENSEE
By: _____
Patrick Hingst, Owner



RIGHT-OF-WAY LICENSE

This license, entered into the _____ day of _____, 2025 by the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter called "CITY", and **J & N Adventures, 440 N. Saginaw Street, Lapeer, Michigan 48446**, hereinafter called "LICENSEE".

WHEREAS, the CITY has a right-of-way, of varying widths, along Saginaw Street; and

WHEREAS, LICENSEE is the owner of ground floor premises on Saginaw Street, with a street address of **440 N. Saginaw Street**, City of Lapeer; and

WHEREAS, LICENSEE desires to use or occupy that portion of the CITY'S Saginaw Street right-of-way for a temporary seasonal dining area as part of LICENSEE'S operation; and

WHEREAS, CITY is willing to grant to LICENSEE a license allowing the temporary encroachment of tables and chairs within that portion of the Saginaw Street right-of-way; and

WHEREAS, LICENSEE agrees to abide by the terms of this license.

NOW, THEREFORE, BE IT KNOWN that the CITY hereby grants a license to LICENSEE to place tables and chairs into a portion of the Saginaw Street right-of-way located at **440 N. Saginaw Street** in accord with the accompanying sketch and further subject to all of the following terms and conditions:

1. The encroaching area may be occupied and/or used only for outdoor dining purposes during the period of **April 15, 2025 through November 15, 2025**.
2. LICENSEE agrees to hold the CITY harmless and indemnify the CITY from any liability arising out of the existence of the encroachment on said right-of-way. Further, LICENSEE shall provide evidence to CITY that LICENSEE has liability insurance coverage with a minimum personal injury limit of at least \$100,000 for any single accident, for any personal injuries which may be caused to persons as a result of said encroachment.
3. LICENSEE agrees to maintain a clear area of at least eight feet between the encroachment and the Saginaw Street curb nearest LICENSEE'S operation.
4. CITY may terminate this license at any time it determines that said right-of-way is needed to expand, alter, widen, modify or beautify any part of said right-of-way; when the CITY determines it is necessary for another municipal purpose; when the CITY determines it is necessary for the public health, safety and welfare; when any liability insurance carrier of CITY advises the CITY that such encroachment should be removed; or when either CITY or LICENSEE is ordered by any court of competent jurisdiction to remove all or part of said encroachment.

CITY OF LAPEER

Dated: _____

By: _____
Debbie Marquardt, Mayor

Dated: _____

By: _____
Mike Womack, City Manager

LICENSEE

Dated: 3-19-2025

By:
Norman Barbieri, Jr., Owner



RIGHT-OF-WAY LICENSE

This license, entered into the 10th day of March, 2025 by the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter called "CITY", and **Robert Pence, owner of Blend Frozen Yogurt Bar located at 392 W. Nepessing Street, Lapeer, Michigan, 48446** hereinafter called "LICENSEE".

WHEREAS, the CITY has a right-of-way, of varying widths, in the Fox Street Mall area on Fox Street from Nepessing Street north to its intersection with City Parking Lot #9; and

WHEREAS, LICENSEE is the owner of premises on Nepessing Street adjacent to the Fox Street Mall with a street address of **392 W. Nepessing Street**, City of Lapeer; and

WHEREAS, LICENSEE desires to use or occupy a portion of the CITY'S right-of-way for installation and maintenance of permanent overhead string lights as part of LICENSEE'S operation; and

WHEREAS, CITY is willing to grant to LICENSEE a license allowing the encroachment of overhead string lights within a portion of the CITY'S right-of-way; and

WHEREAS, LICENSEE agrees to abide by the terms of this license.

NOW, THEREFORE, BE IT KNOWN that the CITY hereby grants a license to LICENSEE to install and maintain overhead string lights into a portion of the CITY'S right-of-way located in the Fox Street Mall adjacent to **392 W. Nepessing Street** subject to all of the following terms and conditions:

1. The encroaching area may be occupied and/or used only for the purposes of installing and maintaining overhead string lights during the period of **April 15, 2025 through April 14, 2026**.
2. LICENSEE agrees to hold the CITY harmless and indemnify the CITY from any liability arising out of the existence of the encroachment on said right-of-way. Further, LICENSEE shall provide evidence to CITY that LICENSEE has liability insurance coverage with a minimum personal injury limit of at least \$100,000 for any single accident, for any personal injuries which may be caused to persons as a result of said encroachment.
3. LICENSEE agrees to maintain a clear area of at least twelve (12) feet between the string lights and ground level of said encroachment area.
4. CITY may terminate this license at any time it determines that said right-of-way is needed to expand, alter, widen, modify or beautify any part of said right-of-way; when the CITY determines it is necessary for another municipal purpose; when the CITY determines it is necessary for the public health, safety and welfare; when any liability insurance carrier of CITY advises the CITY that such encroachment should be removed; or when either CITY or LICENSEE is ordered by any court of competent jurisdiction to remove all or part of said encroachment.

CITY OF LAPEER

Dated: _____

By: _____
Debbie Marquardt, Mayor

Dated: _____

Mike Womack, City Manager

LICENSEE

Dated: 3/10/2025

By: _____
Robert Pence, Owner



RIGHT-OF-WAY LICENSE

This license, entered into the 14 day of March, 2025 by the CITY OF LAPEER, a Michigan Municipal Corporation, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter called "CITY", and Hernandez Mexican Food, 4 E. Nepessing Street, Lapeer, Michigan 48446, hereinafter called "LICENSEE".

WHEREAS, the CITY has a right-of-way, of varying widths, along Nepessing Street; and

WHEREAS, LICENSEE operates a business on the ground floor premises on Nepessing Street, with a street address of 4 E. Nepessing Street, City of Lapeer; and

WHEREAS, LICENSEE desires to use or occupy that portion of the CITY'S Nepessing Street right-of-way for a temporary seasonal dining area as part of LICENSEE'S operation; and

WHEREAS, CITY is willing to grant to LICENSEE a license allowing the temporary encroachment of picnic tables within that portion of the Nepessing Street right-of-way; and

WHEREAS, LICENSEE agrees to abide by the terms of this license.

NOW, THEREFORE, BE IT KNOWN that the CITY hereby grants a license to LICENSEE to place picnic tables into a portion of the Nepessing Street right-of-way located at 4 E. Nepessing Street in accord with the accompanying sketch and further subject to all of the following terms and conditions:

1. The encroaching area may be occupied and/or used only for outdoor dining purposes during the period of April 15, 2025 through November 15, 2025.
2. LICENSEE agrees to hold the CITY harmless and indemnify the CITY from any liability arising out of the existence of the encroachment on said right-of-way. Further, LICENSEE shall provide evidence to CITY that LICENSEE has liability insurance coverage with a minimum personal injury limit of at least \$100,000 for any single accident, for any personal injuries which may be caused to persons as a result of said encroachment.
3. LICENSEE agrees to maintain a clear area of at least eight feet between the encroachment and the Nepessing Street curb nearest LICENSEE'S operation.
4. CITY may terminate this license at any time it determines that said right-of-way is needed to expand, alter, widen, modify or beautify any part of said right-of-way; when the CITY determines it is necessary for another municipal purpose; when the CITY determines it is necessary for the public health, safety and welfare; when any liability insurance carrier of CITY advises the CITY that such encroachment should be removed; or when either CITY or LICENSEE is ordered by any court of competent jurisdiction to remove all or part of said encroachment.

CITY OF LAPEER

Dated: _____

By: _____
Debbie Marquardt, Mayor

Dated: _____

By: _____
Mike Womack, City Manager

LICENSEE

Dated: 3/14/25

By: Deanna Schlaud
Deanna Schlaud, Owner



ITEM G-3

To: Mike Womack, City Manager
From: Rodney Church, Director of Parks, Recreation & Cemetery
Date: March 17, 2025
RE: Green Meadows Lawnscape, Inc. Mowing Agreement Renewals

STAFF RECOMMENDATION

To approve the grounds maintenance agreements for both the DeMille Blvd./Oakdale Grounds and Mt. Hope Cemetery Grounds with Green Meadows Lawnscape, Inc. for the 2025, 2026 and 2027 seasons and authorize the Director of Parks, Recreation & Cemetery to sign the agreements.

CURRENT OR NEW INFORMATION

Early last spring the Parks Department sent out an Invitation to Bid for the two above mentioned properties. We awarded the bid to Green Meadows Lawnscape and decided to enter into a one-year trial period agreement, with the option to renew it in 2025. Historically we signed three-year agreements with contractors but due to previous issues with other contractors we thought it was a good idea to have a trial period with the new company. Overall, we were very pleased with the quality of work and promptness of Green Meadows and would like to extend the contract for the next three mowing seasons. Below is the price breakdown for the length of the agreement. We feel that this is a very fair price for the city.

2024 (29 total cuts last season)

DeMille Blvd./Oakdale Grounds - \$425/cut

Mt. Hope Cemetery Grounds - \$1,134/cut

2025 (3% increase)

DeMille Blvd./Oakdale Grounds - \$437.75/cut (\$12.75/cut increase from 2024)

Mt. Hope Cemetery Grounds - \$1,168.02/cut (\$34.02/cut increase from 2024)

2026 & 2027 (same price as 2025)

DeMille Blvd./Oakdale Grounds - \$437.75/cut

Mt. Hope Cemetery Grounds - \$1,168.02/cut

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

AGENDA ITEM REVIEW

Meeting Date:	April 7, 2025	Date Reviewed:	March 31, 2025
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			

City of Lapeer
DEMILLE BOULEVARD AND OAKDALE GROUNDS MAINTENANCE
AGREEMENT

Agreement made this _____ day of _____, 2025 between the City of Lapeer, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter referred to as CITY and Green Meadows Lawnscape, Inc., hereinafter referred to as CONTRACTOR.

CITY and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 – WORK

Contractor shall provide and pay for all labor, materials, and equipment in the performance of grounds maintenance work for the DeMille Boulevard Grounds Maintenance and Oakdale Grounds Maintenance as described in the Invitation to Bid, General Conditions, and Specifications.

ARTICLE 2 – CONTRACT TIME PERIOD

April 1, 2025, and ending October 31, 2027. CONTRACTOR may not begin mowing in April until given the ok by appropriate Lapeer Parks designated staff member. There may be weeks the CITY may opt out of mowing; the CITY will contact the CONTRACTOR ahead of time to coordinate.

ARTICLE 3 – CONTRACT PRICE

CITY will pay CONTRACTOR in monthly payments of \$437.75/cut for the following months in the years 2025, 2026, and 2027: April, May, June, July, August, September, and October; based on the percentage of work completed (one cut per week) following properly submitted invoices.

ARTICLE 4 – CONTRACT DOCUMENTS

The complete contract between CITY and CONTRACTOR consists of the Revised DeMille Boulevard and Oakdale Grounds Maintenance Invitation to Bid and General Conditions, DeMille Boulevard Grounds Maintenance Specifications and Maps, Oakdale Property Grounds Maintenance Specifications and Map, DeMille Boulevard / Oakdale Grounds Maintenance Bid Form, Contractor References, and DeMille Boulevard and Oakdale Grounds Maintenance Agreement.

ARTICLE 5 – CONTRACT CHANGES

The City of Lapeer reserves the right to cancel all or part of the services upon 30 day written notice to the Contractor. Cancellation of service will result in payments which are pro-rated against the total contract award.

ARTICLE 6 – CONTRACTOR’S BREACH

Default and/or breach of any contract provisions, the specifications, or the general conditions by the Contractor will be cause for immediate termination of contract. The City shall further reserve the right to pursue claims toward the successful completion of the service. Contractor specifically acknowledges and agrees that Contractor’s failure to abide by and complete the work as set forth in Section II – Specifications, at the City’s option and in the City’s sole discretion, may result in a pro-rated reduction of payment(s) to Contractor for each such failure and/or termination of this Agreement.

ARTICLE 7 – COVENANT IN PUBLIC CONTRACTS; BREACH, EFFECT

A covenant by the contractor and his subcontractors not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap unrelated to an individual’s ability to perform the job. Breach of this covenant may be regarded as a material breach of the contract.

ARTICLE 8 – LAPEER PARKS DESIGNATED STAFF

For purposes of compliance with the terms and provisions of the Specifications set forth above, the City of Lapeer designates the following individuals as those Parks Department Staff Members with authority to excuse all or part of Contractor’s required weekly performance under the terms and provisions of this Agreement:

<i>Name</i>	<i>Phone Number for Texting Purposes</i>	<i>email address</i>
Rodney Church	(810) 358-9431	rchurch@ci.lapeer.mi.us
Ryan Edwards	(810) 614-0233	redwards@ci.lapeer.m.us

ARTICLE 9 - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this contract in a least 2 counterparts, each of which shall be deemed an original, the day and year first above written.

WITNESS

WITNESS

CONTRACTOR -

By: _____

Its: _____

CITY

DEBORAH MARQUART, MAYOR

RODNEY CHURCH, DIRECTOR OF
PARKS, RECREATION & CEMETERY

City of Lapeer
MT. HOPE CEMETERY GROUNDS MAINTENANCE
AGREEMENT

Agreement made this _____ day of _____, 2025 between the City of Lapeer, 576 Liberty Park, Lapeer, Michigan 48446, hereinafter referred to as CITY and Green Meadows Lawnscape, Inc., hereinafter referred to as CONTRACTOR.

CITY and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 – WORK

Contractor shall provide and pay for all labor, materials, and equipment in the performance of grounds maintenance work for the Mt. Hope Cemetery as described in the Invitation to Bid, General Conditions, and Specifications.

ARTICLE 2 – CONTRACT TIME PERIOD

April 1, 2025, and ending October 31, 2027. CONTRACTOR may not begin mowing in April until given the ok by appropriate Lapeer Parks designated staff member. There may be weeks the CITY may opt out of mowing; the CITY will contact the CONTRACTOR ahead of time to coordinate.

ARTICLE 3 – CONTRACT PRICE

CITY will pay CONTRACTOR in monthly payments of \$1,168.02/cut for the following months in the years 2025, 2026, and 2027: April, May, June, July, August, September, and October; based on the percentage of work completed (one cut per week) following properly submitted invoices.

ARTICLE 4 – CONTRACT DOCUMENTS

The complete contract between CITY and CONTRACTOR consists of the Revised Mt. Hope Cemetery Grounds Maintenance Invitation to Bid and General Conditions, Mt. Hope Cemetery Grounds Maintenance Specifications and Maps, Mt. Hope Cemetery Grounds Maintenance Bid Form, Contractor References, and Mt. Hope Cemetery Grounds Maintenance Agreement.

ARTICLE 5 – CONTRACT CHANGES

The City of Lapeer reserves the right to cancel all or part of the services upon 30 day written notice to the Contractor. Cancellation of service will result in payments which are pro-rated against the total contract award.

ARTICLE 6 – CONTRACTOR’S BREACH

Default and/or breach of any contract provisions, the specifications, or the general conditions by the Contractor will be cause for immediate termination of contract. The City shall further reserve the right to pursue claims toward the successful completion of the service. Contractor specifically acknowledges and agrees that Contractor’s failure to abide by and complete the work as set forth in Section II – Specifications, at the City’s option and in the City’s sole discretion, may result in a pro-rated reduction of payment(s) to Contractor for each such failure and/or termination of this Agreement.

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A covenant by the contractor and his subcontractors not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap unrelated to an individual’s ability to perform the job. Breach of this covenant may be regarded as a material breach of the contract.

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<i>Name</i>	<i>Phone Number for Texting Purposes</i>	<i>email address</i>
Rodney Church	(810) 358-9431	rchurch@ci.lapeer.mi.us
Ryan Edwards	(810) 614-0233	redwards@ci.lapeer.m.us

ARTICLE 9 - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this contract in a least 2 counterparts, each of which shall be deemed an original, the day and year first above written.

WITNESS

WITNESS

CONTRACTOR -

By: _____

Its: _____

CITY

DEBORAH MARQUART, MAYOR

RODNEY CHURCH, DIRECTOR OF
PARKS, RECREATION & CEMETERY

To: Mike Womack, City Manager
From: City Commission
Date: April 2, 2025
RE: Genesee Street, Main Street to Saginaw Street Road Diet Study and Pedestrian Crossing Warrants

STAFF RECOMMENDATION

Approve the Genesee Street Main Street to Saginaw Street Road Diet Study and Pedestrian Crossing Warrants for the following two projects:

1. Pedestrian Crossing Study for a price not to exceed \$2,900
2. Traffic Data Collection and Road diet study for a price not to exceed \$5,800

CURRENT OR NEW INFORMATION

The City previously approved of a road diet of Genesee St, west of M-24 as part of a Commission desire to slow traffic, increase safety and promote pedestrian access and use of the surrounding residential and school areas.

The City is set to undertake two major projects on Genesee in the very near future, including bridge work and repaving work. While these two projects are being completed, the City Commission has the opportunity to consider implementing the road diet and the pedestrian crossings that are being proposed above.

The pedestrian crossing is a high-priority item and would likely cross from the Cramton Park area on the south to the north side of Genessee at or Near Monroe St., connecting that park with the downtown area. Of note is that a pedestrian crossing of this type would be significantly easier and safer on a 3-lane road, compared to a 4-lane road.

At this point, we are not specifically asking for the road diet or the pedestrian crossing themselves, we are asking for the engineering work that would likely be necessary to eventually do that work in the future and by which we may be able to obtain grants to help pay for some of that work.

Attachments

AGENDA ITEM REVIEW

Meeting Date:	April 7, 2025	Date Reviewed:	April 2, 2025
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, City Clerk
Public Hearing:			



March 12, 2025

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

RE: Genesee Street: Main Street to Saginaw Street
Road Diet Study and Pedestrian Crossing Warrants

Dear Mr. Womack:

ROWE Professional Services is pleased to provide the City of Lapeer with the following proposal for the study of a road diet and one pedestrian midblock crossing along Genesee Street from Main Street to Saginaw Street. The scope of services is based on our conversations with the City of Lapeer at our meeting on Monday, March 10, 2025, as well as experience with these types of projects.

We propose the following scope of services for your consideration:

SCOPE OF SERVICES

The scope of services will include:

- Road Diet Study (four lane to three lane conversion) following Michigan Department of Transportation (MDOT) guidance and MDOT Road Diet Checklist Form 1629.
 - Including:
 - Turning Movement Counts at the following locations:
 - Genesee Street and Main Street (Signalized)
 - Genesee Street and Court Street (Signalized)
 - Genesee Street and Saginaw Street (Signalized)
 - Roadway Volume and Pedestrian counts at one location midblock along Genesee Street.
 - West of the Calhoun Street/Bentley Street intersection
 - Model of existing conditions with existing roadway configuration utilizing Synchro 12 and SimTraffic.
 - Model of proposed conditions with three-lane cross section utilizing Synchro 12 and SimTraffic.
 - Summary report outlining findings of study and recommendations.
 - Pedestrian Crossing Study and treatment warrants for one midblock crossing utilizing the *MDOT Guidance for Installation of Pedestrian Crossings*.
 - Including:
 - Summary report outlining findings of study and recommendations.

SINCE 1962

Study Services Scope:

- *Traffic Data Collection*
 - Peak hour (7am to 9am and 4pm to 6pm) turning movement counts at signalized intersections:
 - Genesee Street and Main Street (Signalized).
 - Genesee Street and Court Street (Signalized).
 - Genesee Street and Saginaw Street (Signalized).
 - Midblock roadway volumes and pedestrian volumes at one location:
 - Genesee Street and Calhoun Street/Bentley intersection.
 - Genesee Street and Monroe Street intersection.
- *Road Diet Study*
 - Existing conditions model with capacity and Level of Service (LOS).
 - Future conditions model (with 3-lane section) with capacity and LOS.
 - Attendance at one (1) public meeting.
 - Preparation of one (1) option for three-lane section with exhibit for public meeting.
 - Summary report of findings and recommendations.
- *Pedestrian Crossing Study*
 - Warrant analysis following the *MDOT Guidance for Installation of Pedestrian Crossings* (implemented on the existing four-lane cross section).
 - Summary report of findings and recommendations.

COMPENSATION

We propose the following not to exceed budget for the scope of services noted above:

- Road Diet Study Services: **\$5,800**
- Pedestrian Crossing Warrant Study Services: **\$2,900**

If additional services are requested, ROWE will provide an amendment prior to beginning work.

Upon approval of this proposal, please review and return the signed contract attached.

We appreciate this opportunity to be of service to the City of Lapeer. If you find this proposal acceptable, please review and sign the attached Contract for Engineering Services and return a copy to our office. This will act as our Notice to Proceed.

Please feel free to contact Paul O'Meara at (248) 318-1492 or Hailey Savola at (616) 834-1596 if you have any questions.

Sincerely,
ROWE Professional Services Company

Paul O'Meara, PE
Senior Project Manager

Hailey Savola
Senior Project Engineer

Attachment

Contract for Engineering Services

*Genesee Street: Main Street to Saginaw Street
Traffic Study
City of Lapeer*

THIS AGREEMENT, entered into this ____ day of _____, by and between City of Lapeer hereinafter referred to as the "Client", and ROWE Professional Services Company, hereinafter referred to as the "Consultant".

The Client has the following project, hereinafter referred to as the "Project": *Genesee Street: Main Street to Saginaw Street Traffic Study*.

The Client and the Consultant, in consideration of the mutual covenants hereinafter set forth, agree as follows in regard to the Scope of Services of Consultant in the Project:

Section 1 – Basic Services of the Consultant

A. Scope of Service:

The Consultant will perform the services described in the Consultant's Proposal, dated March 12, 2025 (hereinafter the "Services"). A copy of the Proposal is attached and incorporated into this Agreement as Exhibit A.

B. General:

1. The Consultant agrees to perform the Services in a timely manner, consistent with Standard of Care for the the Project. If there is a written schedule that applies to the Services, it will be identified in Exhibit A or in a separate written document agreed to by both the Client and Consultant.
2. Serve as the Client's representative with respect to the Scope of Services to be performed under this Agreement. Consultant shall have complete authority to provide direction, transmit instructions, receive and review information, interpret and define Client's policies and decisions with respect to the work covered by this Agreement.

Section 2 – Additional Services of the Consultant

A. General:

If authorized in writing by the Client, the Consultant will perform additional services of the following types which will be paid for by the Client as indicated in Paragraph 5.B.

1. Additional services due to changes in the general scope of the Project.
2. Additional services due to unforeseen or hidden conditions.
3. Additional services agreed upon between the Consultant and the Client.

Section 3 – Client's Responsibilities

A. General:

1. Provide full information as to its requirements for the Project.
2. Provide the Consultant with all available information pertinent to the Project, including previous reports and any other data relative to the Services of the Project.
3. Provide access for the Consultant to enter upon lands as required for the Consultant performance of the Services.
4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Consultant and shall render in writing decisions pertaining thereto within the agreed upon time frame for the Project. Provide the Client with assistance in preparing

applications and documents to secure approvals and permits. The Client is responsible for payment of permit application fees and charges.

5. Provide reasonable legal, accounting, and insurance counseling services for the Project.
6. Obtain approval of governmental authorities having jurisdiction over the Project.
7. Furnish, or direct the Consultant to provide, at the Client's expense, necessary additional services as stipulated in Section 2 of this Agreement, or other services as required.
8. Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any defect or suspected defect in the Project. Decisions and direction from the Client shall be provided in a timely manner, so as to not delay the Services or the Project.

Section 4 – Period of Service

A. General:

1. The Consultant will commence performing the Services after this Agreement is signed by the Client and the Client has provided written authorization to proceed.

Section 5 – Payments to the Consultant

A. Payments for Basic Services of the Consultant Under Section 1:

1. The Client will pay the Consultant for the Services and reimbursable expenses indicated in Exhibit A.
2. The payment for the Services, including reimbursable expenses, as defined above shall be allocated to be paid monthly, as the Services progress. Payments are due within 30 days of the invoice date. Outstanding invoices in excess of 30 days will be subject to interest incurred at a rate of 1.5 percent per month. There is a 5 percent convenience fee on all amounts paid by the Client using a credit card.

B. Payment for Additional Services of the Consultant Under Section 2:

1. The Client will pay the Consultant for additional services within 30 days of the invoice date for the applicable additional services.

C. General:

1. If this Agreement is terminated after completion of any phase of the Consultant's Services, the progress payments to be made in accordance with Paragraph 5.A.1 and 5.A.2 on account of all prior phases completed shall constitute total payment for the Services rendered. If this Agreement is terminated during any phase of the Services, payment shall be made for Services performed prior to termination on the basis of the portion of each phase completed.
2. If, prior to termination of this Agreement, any Services designed or specified by the Consultant during any phase of the Services are suspended in whole or in part or abandoned not due to any fault of the Consultant, after written notice from the Client, the Consultant shall be paid for Services performed prior to receipt of such notice from the Client as provided in Paragraph 6.A for termination during any phase of the Services.
3. Where the Consultant utilizes subconsultants to perform a portion of the Services, and the subconsultants directly invoices the Consultant, the subconsultants' invoices will be marked up by 15 percent to cover administration costs.

Section 6 – General Conditions

A. Termination:

This Agreement may be terminated by either party upon 14 days' written notice in the event of substantial failure to perform, in accordance with terms hereof, by the other party through no fault of the terminating party. If this Agreement is so terminated, the Consultant shall be paid as provided in Paragraph 5.C.

B. Ownership:

All documents, except those provided by the Client, including Rowe's estimates, specifications, field notes, and data are and remain the property of the Consultant as Instruments of Service. The Client shall be provided a set of reproducible drawings and copies of other documents. However, they are not intended or represented to be suitable for re-use by the Client or others for extensions of the Project or for any other project.

C. Insurance:

The Consultant shall secure and maintain Commercial General Liability, Auto, Workers' Compensation, and Professional Liability insurance while performing the Services under this Agreement. The Client shall secure and maintain insurance to protect the Project and its operations from loss or damage both during and after construction.

D. Successors and Assigns:

The Client and the Consultant each binds themselves and any partners, successors, executors, administrators, permitted assigns, legal representatives and assigns to the other party of this Agreement and to the partners, successors, executors, administrators permitted assigns, legal representatives and assigns of such other party, in respect to all covenants of this Agreement. Neither the Client nor the Consultant shall assign, sublet, or transfer their interests in this Agreement without the written consent of the other party, in respect to all provisions of this Agreement.

E. Independent Contractor:

It is understood and agreed that the Consultant is an independent contractor and is not an employee or agent of the Client.

F. Non-Discrimination:

The Consultant its subconsultants shall not discriminate against any employees or applicant for employment to be employed in the performance of this Contract with respect to his or her hire, tenure, terms, conditions, or privileges of employment.

G. Dispute Resolution:

The Client and the Consultant agree to include a mediation requirement in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

H. Jobsite Safety:

Neither the professional activities of the Consultant, nor the presence of the Consultant, its employees or subconsultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequences, techniques, procedures, or jobsite safety, including, but not limited to, injury and illness prevention programs or similar plans intended to mitigate or prevent injuries or exposure to pollutants, viruses, bacteria or pathogens of any kind, and necessary for performing, superintending or coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies ("Contractor Duties"). The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor and subcontractors shall defend and indemnify the Client, the Consultant and the Consultant's subconsultants from and against any claims, causes of action, demands or damages arising out of or relating to Contractor Duties. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

I. Limitation of Liability:

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims (including claims by third parties), losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the Consultant's total fee for services rendered on this Project, whichever is greater (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of insurance proceeds actually available to the Consultant for the claim at issue at the of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. The Client specifically agrees that it has had the opportunity to negotiate this Limitation of Liability clause and to accept or reject its inclusion herein.

J. Standard of Care:

The Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

K. Project Information:

Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client and others through the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information.

L. Project Reviews:

The Consultant shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

M. Applicable Law:

The terms of this Agreement shall be governed by the laws of the State of Michigan. In the event a provision of this Agreement is rendered unlawful, the remaining terms and provisions shall remain in effect.

Section 7 – Corporate Protection

It is intended by the parties to this Agreement that the Consultant services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Michigan corporation, and not against any of the Consultant's individual employees, officers or directors.

Section 8 – Special Provisions

The Client and the Consultant mutually agree that this Agreement shall be subject to the following special provisions which, together with the remaining provisions hereof, and the exhibits hereto, represent the entire Agreement between the Client and the Consultant concerning the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, concerning such subject matter. This Agreement may be amended only by written instrument signed by both the Client and the Consultant.

NONE.

Section 9 – ENTIRE AGREEMENT

This Agreement, comprising pages 1 through 5, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written. By signing below, you represent that you are fully authorized to enter into the terms of this Agreement.

Client:
City of Lapeer

Consultant:
ROWE Professional Services Company

Signature

Signature

Paul T. O'Meara, Senior Project Manager

Typed Name and Title

Typed Name and Title

R:\Projects\PROPOSAL\H. Savola\Lapeer\Contract for Engineering - Genesee Street Road Diet Study.docx



ITEM J-1

To: Mayor and City Commission
Date: March 31, 2025
RE: Boards & Commissions Appointments

MAYORAL APPOINTMENT

BOARD OR COMMISSION	MEMBER NAME	CURRENT TERM EXPIRES	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
Cemetery Board	Marge Alexander	Apr 1, 2025	5 Year	Apr 1, 2030	Reappointment Requested
County Center Board	Vacancy	Jan 1, 2026	1 Year		Awaiting Recommendation
EDC/TIFA/ Brownfield Redevelopment Authority	Vacancy	Mar 1, 2031	6 Year		Awaiting Recommendation
Park Board	Vacancy	Apr 1, 2028	3 Year		Awaiting Recommendation

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
DDA Citizens District Council	Richard Schwab Kaytlin Bollon Aaron Dixon Seaton Grassi Rex Ziebarth Ashley House Amber Atwood Zach Gibson		Length of Plan	End of Plan	Appointment Requested
Lapeer Building Authority	Vacancy	Jun 1, 2027	3 Year		Awaiting Recommendation
Prison Liaison Committee	Vacancy	Apr 1, 2025	3 Year		Awaiting Recommendation
Zoning Board of Appeals	Kenneth Parker Vacancy Vacancy – Alternate	Apr 1, 2028 Apr 1, 2028 Apr 1, 2027	3 Year		Appointment Requested

The following residents have applied to a Board or Commission:

Board/Commission:	Name:	Date Application Submitted:
Cemetery Board	Marge Alexander	March 18, 2025 (Attached)

CEMETERY BOARD
APPOINTED BY: MAYOR

5 MEMBERS	TERM ENDS	TERM
MARGE ALEXANDER	APR 1, 2025	5 YEAR

DDA Citizens	Richard Schwab	Attached
District Council	Kaytlin Bollon	Attached
	Aaron Dixon	Attached
	Seaton Grassi	Attached
	Rex Ziebarth	Attached
	Ashley House	Attached
	Amber Atwood	Attached

Zoning Board of Appeals	Kenneth Parker	Attached
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NOTE: Mr. Parker was an alternate. Can be moved to regular seat, leaving one regular seat and two alternate positions vacant.

ZONING BOARD OF APPEALS
APPOINTED BY: CITY COMMISSION

6 MEMBERS	TERM ENDS	TERM
CATHERINE BOSTICK-TULLIUS	APR 1, 2025	3 YEAR
PAUL PARSCH	APR 1, 2025	3 YEAR
LYNN MCCARTHY	APR 1, 2026	3 YEAR
JEFF HOGAN	APR 1, 2026	3 YEAR
DWAYNE BURDA	APR 1, 2027	3 YEAR
MELISSA PETRIE	NOV 2027 MCL: 125.3601	Elected Term
ALTERNATES		
KENNETH PARKER	APR 1, 2025	3 YEAR
VACANCY	APR 1, 2027	3 YEAR

C. Bostick-Tullius and P. Parsch do NOT want to be reappointed. Their terms have expired.

AGENDA ITEM REVIEW

Meeting Date: April 7, 2025

Date Reviewed: April 1, 2025

Reviewed By: City Clerk's Office



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
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☐ Construction Board of Review	☐ Lapeer Building Authority	☐ Planning Commission
☐ County Center Board	☐ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	☐ Lapeer Housing Board of Appeals	

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

I would like to help restore the Cemetery & its history and beautiful Flowers & Trees, I'd like to see us moving forward with cremation's Columbarium, Put in new bulbs & Plants every year.

Applicant Information:

Print Name: Marge Alexander
(First) (Last)

Street Address:

Home Phone:

Email: marge

Employer:

Occupation: Retired

Educational Background: High School Grad

Community Activities and/or Work Experience:

Vetrinary Assutant, Dental meal Billing
I helped digitalized the cemetery, and Put in the people we
didnt have hard Copy's for.

Margie R Alexander
Signature

3-19-2025
Date

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Citizen Advisory Chrt.

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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 have lived in downtown Lapeer for over 20 years and care deeply about the future development of our downtown.

I currently lead 2 boards for our church and serve on 3 other non profit boards including the Golden Arrow here in Lapeer. I believe my experience will be a value to this council.

Applicant Information:

Print Name: Richard Schuch
(First) (Last)

Street Address:

Home Phone:

Email:

Employer:

Occupation: Pastor

Educational Background: Master's Degree Liberty Baptist University 1999

Community Activities and/or Work Experience: Pastor of Lapeer Community Church 2000-present
Golden Arrow Board member 2024, Community Soccer Coach 10 plus seasons,

Signature

Date

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

I believe that I can contribute inspiring ideas that could heal the Downtown area. My mind is usually filled with many ideas, but never enough hands. I like helping people ~~deconstruct~~ solving problems, and sometimes it's just by listening, looking, & searching. I was born an artist, so I have a pretty good eye of judgement on visual. I grew up in this city, ~~where~~ went to school for most here. Although I have been gone in between, I am here now. I also do have a camera to take photos, I help many w/ marketing by doing signs!

Applicant Information:

Print Name:

Kaytlin
(First)

Bollon
(Last)

Street Address:

Home Phone:

Email: kaytlin

Employer: N/A

Occupation: Artist/music

Educational Background: High school Diploma

Community Activities and/or Work Experience:

I volunteer at The Refuge, and also do with signs for downtown ~~town~~ business, to help them marketing their business. I do artwork + music. I have worked at Woodchips + Lapeer Country Press (for Lapeer city). I also had volunteered my time helping some elderly veterans + other elderly.

Signature

Date

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☐ 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've lived in downtown Lapeer for the last Ten+ years and have watched what it has come to today. I've also worked at Tilted Axis for several years and have made many connections with several business owners downtown and have made hundreds of connections with Lapeer Citizens.

Applicant Information:

Print Name: Aaron

(First)

Dixon

(Last)

Street Address: [REDACTED]

Home Phone: 8 [REDACTED]

Email: adixon2

Employer: San Crest

Occupation: Cook / Utility worker

Educational Background: high school degree, some college no degree

Community Activities and/or Work Experience: working at Tilted axis I have worked several car shows, bike nights, food truck events and many other events.

Aaron Dixon

Signature

3-19-25

Date

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Citizens Council

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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 live and work in the city and would love to help + be heard.

Applicant Information:

Print Name: Seaton Grassi
(First) (Last)

Street Address:

Home Phone:

Email: seaton

Employer: Avery's Automotive Occupation: Automotive Technician

Educational Background: Lapeer High School

Community Activities and/or Work Experience:

I work at Avery's.

S. Grassi

Signature

Date

2/27/25

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.



RECEIVED

FEB 27 2025

CITY MANAGER
LAPEER, MI

Application for Boards and/or Commissions

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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 was asked by Catherine Bostick to
part in application and hopefully can contribute
useful ideas

Applicant Information:

Print Name:

Rex
(First)

Ziebarth
(Last)

Street Address:

Home Phone:

Email: rex@ziebarth.com

Employer:

Occupation:

attorney

Educational Background:

B.A History + Philosophy UM - 1980
JD Cooley Law School 1986

Community Activities and/or Work Experience:

Court Appointed a Attorney for
criminal cases and probate since 2000. Board member
of Lapeer CMH and Region 10 P/H/P

Signature

Rex A. Ziebarth

Date

2-27-25

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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:

My neighbor Mindy asked if I would be interested and my first thought was - "if you are asked to serve your community, and you are able, then you should do it." I am ten years happily married and a mom of 4 kids. I can offer a family perspective.

Applicant Information:

Print Name: Ashley House
 (First) (Last)

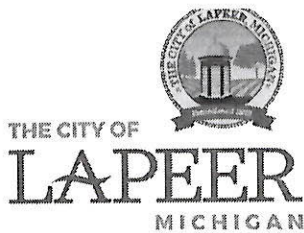
Street Address: [REDACTED]
 Home Phone: [REDACTED]
 Email: ash [REDACTED]
 Employer: N/A Occupation: SAHM

Educational Background: Indiana Bible College 1 yr.
 Baker College, currently finishing Bachelor of Health Science degree

Community Activities and/or Work Experience:

Signature Ashley House Date 10/30/24

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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:

Applicant Information:

Print Name: *Amber* (First) *Atwood* (Last)

Street Address: [REDACTED]

Home Phone: [REDACTED]

Email: *amber@* [REDACTED]

Employer: *Beautiful Salon and Spa* Occupation:

Educational Background:

Community Activities and/or Work Experience:

[Signature]
Signature

3-20-2025
Date

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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 was previously on the Friends of the Courthouse, which I would like to get back on. I took some time off but I would like to return too.

- I grew up in Lapeer & currently live Downtown. I have painted a few buildings down town i.e. Center for the Arts building. I have a continued interest in seeing Downtown Revitalization.

Applicant Information:

Print Name:

Zach
(First)

Gibson
(Last)

Street Address:

Home Phone:

Email: *ZachmGibson@gmail.com*

Employer:

Self-Employed / Benjamin Moore

Occupation: *Painter / Benjamin Moore*

Educational Background:

B.A. in Public Administration / Community Dev. From: EMU

Community Activities and/or Work Experience:

Served on Friends of the Courthouse
Painted Center for Arts building

Signature

Zach Gibson

Date

April 1st, 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.



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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 have served on the Zoning Board of Appeals in a alternate capacity and would like to continue to Serve on the board.

Applicant Information:

Print Name: Kenneth Parker
(First) (Last)

Street Address: [REDACTED]

Home Phone: [REDACTED] Cell Phone: [REDACTED]

Email: [REDACTED]

Employer: [REDACTED] Occupation: [REDACTED]

Educational Background: PMP , Bachelors of Project Management (2026)

Community Activities and/or Work Experience:

Kenneth Parker

3/3/2025

Signature

Date

Thank you for your interest in serving on one of our Boards or Commission. All information on this application is public information and subject to disclosure in response to public records request made pursuant to the Freedom of Information Act.

From: [Kim Hodge](#)
To: [Romona Sanchez](#)
Subject: Bostick ZBA Re-Appointment
Date: Wednesday, February 19, 2025 9:44:16 AM
Attachments: [image001.png](#)

Romona – Catherine Bostick-Tullius will not be seeking reappointment to the ZBA in April per her below email. Hopefully the alternate Ken Parker will respond his intention to continue and can be moved up to regular board member from alternate.

Kim Hodge

Office Coordinator



Planning Department

576 Liberty Park, Lapeer, MI 48446

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

From: Kim Hodge
Sent: Wednesday, February 19, 2025 9:40 AM
To: [REDACTED]
Subject: RE: ZBA Re-Appointment Application

Ok. Thanks for letting me know Catherine. I'll inform the clerk. Your knowledge and expertise will definitely be missed on that Board going forward.

Kim Hodge

Office Coordinator



Planning Department

576 Liberty Park, Lapeer, MI 48446

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

From: Catherine Bostick [REDACTED]
Sent: Wednesday, February 19, 2025 9:38 AM
To: Kim Hodge <KHodge@ci.lapeer.mi.us>
Cc: Catherine [REDACTED]
Subject: ZBA Re-Appointment Application

Kim,

I have decided I am not going to apply for reappointment to the ZBA in April.

Sincerely,

Catherine Bostick

Law Office of Catherine Bostick, PLLC
624 W. Nepessing Street, Ste 101
Lapeer, Michigan 48446
(810) 667-3217
Email: [REDACTED]
[REDACTED]

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From: [Kim Hodge](#)
To: [Romona Sanchez](#)
Subject: RE: ZBA terms to expire
Date: Thursday, March 6, 2025 11:45:45 AM
Attachments: [image002.png](#)
[image003.png](#)

Romona – Paul Parsch was in my office today to inform me that he does not want to be reappointed to the ZBA. So now with Catherine's non-reappointment there should be one regular seat and 2 alternate seats vacant as of April 1st if Ken Parker is appointed to a regular seat.

Thanks.

Kim Hodge

Office Coordinator



Planning Department

576 Liberty Park, Lapeer, MI 48446

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

From: Romona Sanchez <rsanchez@ci.lapeer.mi.us>

Sent: Monday, February 10, 2025 12:00 PM

To: Kim Hodge <KHodge@ci.lapeer.mi.us>

Subject: ZBA terms to expire

Kim:

Three members of the ZBA have terms that will expire on April 1, 2025.

Catherine Bostick-Tullis

Paul Parsch

Kenneth Parker (Alternate)

If they would like to be reappointed, each one will need to complete a new application.

Here is the link:

<https://cms4files.revize.com/lapeermi/Boards%20&%20Commissions/Board%20%20Comm%20Application%20FILLABLE%20Form.pdf>

Please let me know either way if they want to be reappointed or not. Thanks.

Romona



Downtown Development Authority

March 19, 2025

We have a lot to discuss at our March Meeting. The key topics of discussion are in preparation for our annual joint meeting with The City. The City is requesting that we prepare a list of our top 5ish concerns that we want to discuss at the joint meeting. We also need to have our list of our top 5 priorities for the year to prepare for our Strategic Planning with Michigan Main Street. These tasks must be completed at our March meeting. We can not move forward with Strategic Planning Service through MMS if we do not complete this task. Please review the Main Street Score Card prior to the meeting and start thinking about these two topics. I would anticipate that there could be overlap on some areas, maybe all areas.

Lapeer Main Street DDA.

- *Michigan Main Street Program/Michigan Downtown Association*
 - Michigan Main Street
 1. As mentioned above, we need to identify our top 5 priorities for the year to prepare for our Strategic Planning with Michigan Main Street. We can not move forward with this service until we complete this task so it is important that we complete it at our March meeting. These can be specific actions, projects, or areas of focus for us as an organization.
I've attached the score card and our accreditation assessment to your packet again. These can and should be used to guide our conversation.
 2. Attached to your packet is also an updated Market Snapshot for Historic Downtown Lapeer. These reports are provided by Downtown Professional Network and paid for by Michigan Main Street. The report covers a variety of data that includes strengths and weaknesses in retail and hospitality areas, as well as some service-based businesses. It shows leakage (where we are losing sales) and surplus as well as demographic information not just for Downtown Lapeer, but for the surrounding area within a 20-minute Drive Time.
 3. National Main Street has provided us with Visitor Counts for 2024.
 1. In 2024 the Main Street District had 216,610 unique visitors. This is a decrease of 2,090 unique visitors from the previous year.
 2. Overall the Main Street District had 1,184,237 total visits. This is a decrease of 20,955 visits from the previous year (2023)
 3. The largest factor in this decline can be attributed to The Lapeer Days festival which saw a decrease of 12,574 people from the previous year (2023)
 4. The Average Daily Visitor Count for the Main Street District was 3226
 5. Average visitor counts by day of the week breaks down to:

○ Friday	4544
○ Saturday	3731
○ Tuesday	3280
○ Wednesday	3223
○ Thursday	3133
○ Monday	2927
○ Sunday	1734
 6. I will provide some insight on events further down in this report.

7. The top 10 busiest days of the year were:

1	Saturday, August 17, 2024	20,659	Lapeer Days
2	Friday, August 16, 2024	13,557	Lapeer Days
3	Tuesday, June 4, 2024	9,955	Swing Out
4	Friday, May 31, 2024	7,855	Bike Bight
5	Friday, July 12, 2024	6,357	Bike Night
6	Friday, June 14, 2024	6,213	Bike Night
7	Friday, December 6, 2024	6,156	WinterFest
8	Sunday, August 18, 2024	5,970	Lapeer Days
9	Friday, June 7, 2024	5,912	Bike Night
10	Monday, June 10, 2024	5,493	Car Cruise

- Connecting Entrepreneurial Communities:
 - Registration for the CEC Conference in Lapeer is now open. Registration is required for attendees, cost is \$125 through the end of March. After that the cost increases to \$150. Currently, there are about 60 people registered for the conference. My goal is to have about 150 attendees. I would recommend you consider attending the conference.
 - 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 March 19 to review the six applications that we received for the Match on Main grant program through the MEDC. All six applications were for great projects, with some for existing businesses and some for new businesses. It was encouraging to see this level of interest in the program and businesses in Historic Downtown Lapeer looking to expand their operations or open their doors. After scoring all six applications using the MEDC's scoring matrix, the business development committee recommends submitting an application on behalf of Grace and Butter Bakery, and The Doghouse Coffee Roaster.
 - Jill has been working hard on getting updates and ads sold for this year's downtown directory. The initial response has been good for the directory. Our goal is to have everything completed by April 18th, so that the directories can be printed and distributed in time for the CEC conference the end of May.
 - 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) Sale Pending
 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. 306 Genesee St. – In front of Gerlach's Bowling Center

b. Businesses Opening

1. 324 W. Nepessing St. – Michigan Exterior Pros
2. 380 N. Saginaw St. – Triple A Painting
3. 359 W. Nepessing St – KC Insurance Agency
4. 240 W. Nepessing St. – Grace and Butter Bakery

Placemaking - Design:

- The placemaking committee met on March 17. The committee is recommending to the DDA the following projects for the Main Street Vibrancy Grant.
 - History Walk Plaques
 - Cigarette “voting boxes”
 - Bike Racks x 2.
 - Fire Pit/Warming Stations for ChristmasFest and other seasonal use x 3
 - Santa’s Phone Booth – a way for visitors to hear stories from Santa in a British style call box.
 - An additional Community Painting mural
- The estimated cost for this year’s vibrancy grant would be \$18,697. The Vibrancy Grant would award up to \$15,000 and requires a 10% minimum match from the DDA.

Outreach – Organization & Promo and Marketing:

- There is no committee report for this month.
- DDA Online (social media, Website)
 - Social Media – February saw increase/improvements in Instagram interactions and decreases in Facebook interactions.
 - Facebook
 - Followers = 7433 followers on Facebook
 - Views = 48,575
 - Reach = 22,929
 - 31 New Followers in the last 28 days
 - Instagram
 - Followers = 1160
 - Reach = 353 in the last 28 days

Special Events:

- The Special event committee met on April 1 to continue work on this year’s events. Using the daily visitor counts provided by Main Street America I was able to start doing some event analysis. I’ve provided the information for Car Cruise and Spring Ladies Night Out in your packets. I will provide more detailed reports for other events as I complete them. Basic event information for 2024 is below.
 - Monday Car Cruise – Mondays with the Car Cruise saw an average of 1246 more visitors than Mondays without Car Cruise
 - Ladies Night Out (May and November)
 - Spring Ladies Night Out saw an increase of 130 visitors over the daily visitor average for Fridays
 - Fall Ladies Night Out actually saw a decrease of -4 compared to the daily visitor average for Fridays in 2024
 - Summer Concert Series – Thursdays with the concert series saw an average of 732 more visitors than Thursdays without the concert series. I believe this increase is due more so to the nicer summer weather than the concert series itself which has an average attendance of 112
 - PorchFest – The Saturday of PorchFest had 3318 visitors to the downtown
 - Treat Walk – The Saturday of Treat Walk had 4416 visitors to the downtown.
 - ChristmasFest (previously WinterFest) had 6156 visitors to the downtown.
 - For Comparison:
 - Fridays with Bike Night saw an average of 5426 visitors to the downtown. This is an increase of 1119 visitors over the average Friday without any events. This is also an increase of 728 visitors on average over 2023

- *Please note that all of the counts mentioned above are the total Daily visits. These are not the visitor counts for just the event themselves. In some cases we can use the daily average to get an idea of how many people are attending the events. It's also important to note that weather can also play a role in event attendance and might impact results. It is my hope that National Main Street continues to provide the daily visitor counts to us so that we can continue these comparisons.*

Partnerships:

- Discussion continues with the City regarding the reconstruction of Parking Lot 9 and the work to be done to Park Street.

Administrative:

- *No updates at this time.*

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

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

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: April 1, 2025
RE: Material Transmittals

1. Lapeer EMS – February 2025.
2. Letter from Senator Kevin Daley.
3. Resolution from the State Board of Canvassers – recognition of the Bureau of Elections and election administrators across the State of Michigan.



Incident Count by Agency per Municipality
February 2025



	EMS calls	LCEMS	MEDSTAR	MARLETTE	LCEMS %
Almont Township	23	23	0	0	100.00%
Almont Village	18	18	0	0	100.00%
Arcadia Township	14	14	0	0	100.00%
Attica Township	24	22	2	0	91.67%
Burlington Townsp	4	3	0	1	75.00%
Burnside Township	19	3	0	16	15.79%
Clifford Village	6	2	0	4	33.33%
Columbiaville Village	6	6	0	0	100.00%
Deerfield Township	35	35	0	0	100.00%
Dryden Township	26	26	0	0	100.00%
Dryden Village	11	11	0	0	100.00%
Elba Township	39	39	0	0	100.00%
Goodland Township	9	7	0	2	77.78%
Hadley Township	9	9	0	0	100.00%
Imlay city	68	68	0	0	100.00%
Imlay Township	17	17	0	0	100.00%
Lapeer City *	312	155	157	0	49.68%
Lapeer Township	49	29	20	0	59.18%
Marathon Township	23	22	0	1	95.65%
Mayfield Township	68	59	9	0	86.76%
Metamora Township	21	21	0	0	100.00%
Metamora Village					#DIV/0!
North Branch Township	19	17	1	1	89.47%
North Branch Village	13	13	0	0	100.00%
Oregon Township	37	37	0	0	100.00%
Otter Lake Village	4	4	0	0	100.00%
Rich Township (Mayville)	19	12	0	7	63.16%
Totals	893	672	189	32	75.25%
Emergency Calls (less transfers)	760	669	59	32	88.03%
Lapeer City transfers *	133	3	130	0	
Lapeer E-Calls *	179	152	27		84.92%

RECEIVED

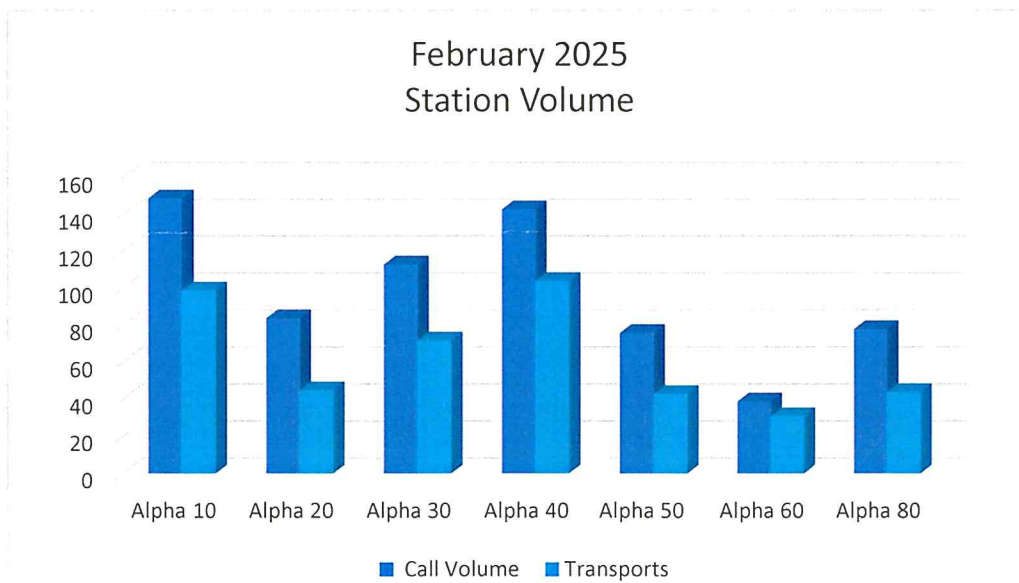
MAR 24 2025

CITY MANAGER



	Station	Call Volume	Transports	Transport % of Volume
Lapeer City	Alpha 10	149	99	66.44%
North Branch	Alpha 20	84	45	53.57%
Imlay City	Alpha 30	113	72	63.72%
Elba	Alpha 40	143	104	72.73%
Mayfield	Alpha 50	76	43	56.58%
Metamora	Alpha 60	39	31	79.49%
Dryden	Alpha 80	78	44	56.41%
	Totals	682	438	
		Average Transport % per call		64.22%
	Wheelchair Van	15		
	TOTAL	697		

Lapeer County Incidents	672
Other Activity (transfers)	4
	676





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

For 02/01/2025 Thru 03/01/2025



For Cities: LAPEER CITY

Agency Code	Type Code	Num Of Incidents
1E - Lapeer County EMS	AGENCY ASST - AGENCY ASSIST	1
	ALARMM - MEDICAL ALARM	3
	AMB - AMBULANCE CALL MEDICAL	135
	CITI ASSIST - ASSIST CITIZEN	1
	DOS - DEATH ON SCENE	3
	FAMILY DIST - DOMESTIC/NO ASSAULT	1
	PIA - PERSONAL INJURY ACCIDENT	1
	PTTRANS - PATIENT TRANSFER MEDICAL	3
	STRUCTURE - STRUCTURE FIRE	2
	SUICIDAL - SUICIDAL PERSON	3
	WELFAR - WELFARE CHECK	2
Total Incidents for 1E - Lapeer County Ems		155

Sum:

155



KEVIN DALEY

26TH DISTRICT

P.O. BOX 30036

LANSING, MI 48909-7536

PHONE: (517) 373-1777

FAX: (517) 373-5871

senkdaley@senate.michigan.gov

**THE SENATE
STATE OF MICHIGAN**

March 20, 2025

City of Lapeer
576 Liberty St
Lapeer, MI 48446

Dear City of Lapeer,

I would like to take this opportunity to personally congratulate you on being the Transportation Economic Development Fund Grant (TEDF) Category B grant recipient.

The TEDF Category B program was created to provide supplemental road funding for cities and villages with populations of 10,000 or less, addressing critical infrastructure needs. As a stopgap measure, it helps alleviate inadequate road funding until a comprehensive solution is implemented. For the City of Lapeer, this grant will support essential projects that enhance transportation on roadways not eligible for other state or federal funding, foster partnerships with other road agencies, and align with broader infrastructure and preventative maintenance efforts.

Congratulations again, and if I can ever be of assistance, please do not hesitate to contact me at (517) 373-1777 or by email SenKDaley@senate.michigan.gov.

Sincerely,

Kevin Daley
State Senator
26th District

RECEIVED

MAR 31 2025

**CITY MANAGER
LAPEER, MI**

State of Michigan



Resolution in recognition of the Bureau of Elections and election administrators across the State of Michigan

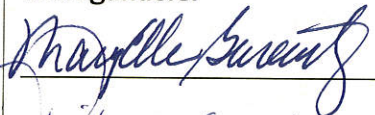
WHEREAS the Bureau of Elections and clerks successfully administered a February Presidential Primary, August Primary Election, and November General Election in 2024, amid constitutional and legislative changes and the implementation of 9 mandatory days of early voting.

WHEREAS clerks administered more than 500 early voting sites, in addition to 4,000 Election Day precincts and numerous absent voter counting board sites, during the November 2024 General Election alone.

WHEREAS the Bureau of Elections conducted and clerks attended trainings across the state, to make sure that early voting changes were reconciled with existing processes, and clerks provided trainings in turn to their own election workers.

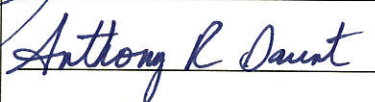
WHEREAS the Bureau of Elections and clerks worked to develop and implement early voting electronic pollbooks and develop procedures for the use of voting equipment during early voting.

NOW THEREFORE BE IT RESOLVED that the Michigan Board of State Canvassers offers its thanks and congratulations to the Bureau of Elections and election administrators for their dedication, professionalism, and service to their fellow Michiganders.

 Chairperson

 Vice Chairperson

 Member

 Member

BOARD
OF
STATE CANVASSERS