THE CITY OF LAPEER MICHIGAN

AGENDA
CITY OF LAPEER
LAPEER CITY COMMISSION
576 LIBERTY PARK, LAPEER, MI 48446
JUNE 16, 2025

810-664-5231 * www.ci.lapeer.mi.us

6:30 P.M. CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF JUNE 16, 2025, AGENDA

A. MINUTES:

1. Minutes of the Regular Meeting held June 2, 2025.

B. PUBLIC COMMENTS:

1. Lapeer County Commissioner - Brad Haggadone.

C. CONSENT AGENDA:

1. Fixed Asset Disposal – 2012 Ford F250 4X4.

SUGGESTED MOTION:
Approve the Consent Agenda for June 16, 2025.

D. BILL LISTING:

1. Bill Listing for June 16, 2025.

SUGGESTED MOTION: ON A ROLL CALL VOTE.
Approve the Bill Listing for June 16, in the amount of $423,387.58.

E. PROCLAMATIONS, RECOGNITIONS AND RESOLUTIONS:

1. Proclamation – Deputy Fire Chief R. Best.

SUGGESTED MOTION:
Adopt the proclamation in recognition of Deputy Fire Chief Roland Best, as presented.

F. PUBLIC HEARINGS:

1. Downtown Development Authority 10-year Development and TIF Plan Renewal.

SUGGESTED MOTION:
Approve the renewal of the Downtown Development Authority's 10-Year Development and TIF Plan as restated in 2025.

G. ADMINISTRATIVE REPORTS:

1. 2025/2026 Building Department Fee Schedule.

SUGGESTED MOTION: ROLL CALL VOTE.
Approve the changes to the Building Department's 2025/2026 Fee Schedule, as presented.

2. MDOT TEDF Program – Pine Street Reconstruction (Resolution & Contract #25-5284).

S SUGGESTED MOTION: ROLL CALL VOTE.
Adopt the municipal resolution #2025-10 for MDOT Contract #25-5284 - Pine Street Reconstruction, as required to receive funding through the MDOT Transportation Economic Development Fund Program, which names the city officials who are authorized to sign documents.

3. 2025-2026 Solid Waste Licenses.

SUGGESTED MOTION:
Approve the 2025-2026 Solid Waste Collection Licenses for Tri County Refuse (a.k.a. Republic Services of Flint), Rick Rhein Disposal, and GFL Environmental.

4. Community Center Boiler Replacement.

SUGGESTED MOTION: ROLL CALL VOTE.
Approve the proposal from DiClemente Siegel Design Inc. for professional services related to engineering and bid assistance for replacing the boilers at the Lapeer Community Center, in an amount not to exceed ***$35,200****, and authorize the Director of Parks and Recreation Services to sign all necessary documents.*

5. MDOT TAP Grant – M-24 Tunnel Connection Project (Resolution & Contract #25-5280).

SUGGESTED MOTION: ROLL CALL VOTE.
Adopt municipal Resolution #2025-11 for MDOT Contract #25-5280 – M-24 Tunnel Connection Project, which approves the contract and authorizes designated city officials to sign all necessary documents.

6. Capital Improvement Project #10470 – Police Vehicle.

SUGGESTED MOTION: ROLL CALL VOTE.
Approve the preorder and subsequent purchase of two 2025 4-wheel drive Chevrolet Tahoe's with the police package from Berger Chevrolet Inc. in the amount of $53,664 per vehicle.

7. Capital Improvement Project #22969 – WWTP ½ Ton Pickup Truck.

SUGGESTED MOTION: ROLL CALL VOTE.
Approve the preorder and subsequent purchase of 1/2-ton Ford F150 Super Cab Pickup from Lunghamer Ford in the amount of $46,522.

8. Capital Improvement Project #22908 – WWTP UTV.

SUGGESTED MOTION: ROLL CALL VOTE.
Approve the preorder and subsequent purchase of a Kubota RTVX-1100C Utility Vehicle from Flint New Holland Inc. in the amount of $22,992.44.

9. Capital Improvement Project # 23018 - WWTP – Power Entrance Gate.

SUGGESTED MOTION: ROLL CALL VOTE.
Approve the purchase of a power entrance gate for the Wastewater Treatment Plant from Michigan Fence Company Inc. for an amount not to exceed $19,552 and authorize the Superintendent of the Wastewater Treatment Plant to sign the necessary documents.

H. CITY MANAGER'S REPORT:

1. CDBG Grant Eligibility.
2. Various matters.

I. CITY ATTORNEY'S REPORT:

1. Various matters.

J. UNFINISHED BUSINESS:

1. Appointments to Boards and Commissions.
   Mayor Appointments
   - a. Lapeer Housing Commission – K. Roberts – Term Ending Aug. 1, 2030.
   - b. Lapeer Neighborhoods Inc. – K. Roberts – Term Ending Aug. 1, 2027.
   - c. Lapeer Neighborhoods Inc. – R. Chestnutt – Term Ending Aug. 1, 2027.
   - d. Lapeer Neighborhoods Inc. – L. Lie – Term Ending Aug. 1, 2027.

K. DEPARTMENTAL COMMUNICATIONS:

1. Departmental Monthly Reports.

L. PUBLIC COMMENTS:

M. CLOSING COMMENTS:

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

N. REMINDER OF MEETINGS:

Next City Commission Meeting: **MONDAY, July 7, 2025, Regular**

O. REMINDER OF PUBLIC HEARINGS:

ADJOURNMENT

MATERIAL TRANSMITTAL

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

LAPEER CITY COMMISSION
MINUTES OF A REGULAR MEETING
JUNE 2, 2025

A regular meeting of the Lapeer City Commission was held June 2, 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, Swindell.
Absent: Commissioner Petrie.

City Manager: Mike Womack, present.
City Attorney: T. Allen Francis, present.

Mayor Marquardt led the Pledge of Allegiance.

104 2025 06-02 EXCUSE COMMISSIONER
Moved Brady. Seconded by Glisman.
To excuse Commissioner Petrie from tonight's meeting, as she is unable to attend.
Ayes: Atwood, Brady, Glisman, Swindell.
Nays: None.
MOTION CARRIED.

105 2025 06-02 AGENDA APPROVAL
Moved by Glisman. Seconded by Brady.
Approve the Agenda for June 2, 2025, as presented.
Ayes: Atwood, Brady, Glisman, Swindell.
Nays: None.
MOTION CARRIED.

106 2025 06-02 MINUTES
Moved by Swindell. Seconded by Glisman.
Approve the minutes of the regular meeting held May 19, 2025, as presented.
Ayes: Atwood, Brady, Glisman, Swindell.
Nays: None.
MOTION CARRIED.

PUBLIC COMMENTS
Susan Good gave an invocation.

James Alt, Executive Director of the DDA spoke about the letter of intent for grant funding; and a $15,000 grant received from Michigan Main Street.

Doug Schultz spoke about the Flint River Watershed Coalition event on June 12, 2025.

107 2025 06-02 BILL LISTING
Moved by Brady. Seconded by Glisman.
Approve the bill listing for June 2, 2025, in the amount of $257,577.29.

ON A ROLL CALL VOTE.
Ayes: Atwood, Brady, Glisman, Swindell.
Nays: None.
MOTION CARRIED.

PROCLAMATION, RECOGNITIONS AND RESOLUTIONS:
None.

ADMINISTRATIVE REPORTS:
108 2025 06-02 BUDGET AMENDMENTS FY2024/25
Moved by Swindell. Seconded by Atwood.
Approve the budget amendments for FY2024/25, as presented.
ON A ROLL CALL VOTE.
Ayes: Brady, Glisman, Swindell, Atwood.
Nays: None.
MOTION CARRIED.

109 2025 06-02 LETTER OF INTENT – MI NEIGHBORHOOD CDBG
Moved by Glisman. Seconded by Atwood.
Approve the City Manager to submit a letter of intent to apply for the MI Neighborhood CDBG program.
Ayes: Atwood, Brady, Glisman, Swindell.
Nays: None.
MOTION CARRIED.

CITY MANAGER'S REPORT
City Manager Womack commented that previously there have been discussions about where to place the extra cupola. Commissioners Glisman and Swindell met with Rodney Church, Director of Parks, Recreation, and Cemetery, to explore potential options. Director Church's report is included in the agenda packet for reference. One of the traffic islands on Demille Boulevard appears to be the most suitable option. While a base would need to be constructed, this location is in a high-traffic area and is situated on the Oakdale property. The City Manager would like the Commission to take action on this matter.

110 2025 06-02 CUPOLA LOCATION
Moved by Glisman. Seconded by Brady.
Accept 2a as the placement of the cupola, the most northern traffic island on Demille Blvd., just south of W. Genesee St.
Ayes: Atwood, Brady, Glisman, Petrie, Swindell.
Nays: None.
MOTION CARRIED.

City Manager Womack presented the Commission with a draft Special Assessment District (SAD) Policy. First and Second Streets are scheduled for improvement this year, while Park and Pine Streets are planned for next year. Staff requires direction from the Commission in order to move forward with establishing a Special Assessment District.

The Commission engaged in a lengthy discussion about the policy that was presented to them as well as the roads that are slated for future reconstruction. Summary of this draft: $100,000

from marijuana revenue to be allocated to support Special Assessment Districts; current policy percentages to be reduced by 50%; annual payment cap to be established at $365 per property. City Manager Womack will revise the draft, accordingly, collaborate with the City Attorney on the legal language, and present the updated policy to the Commission at a future meeting.

City Manager Womack proposed modifications to the terms of his employment contract to better position himself to relocate closer to the community. He presented three proposed amendments:

- Section 1 – Term: Adjustment of the contract duration.
- Section 3 – Compensation: Revisions to salary or related compensation details.
- Section 8 – Severance: Updates to severance provisions.

The Commission engaged in a thorough discussion regarding the proposed amendments to his employment contract.

111 2025 06-02 AMENDMENTS TO CITY MANAGER'S CONTRACT

Moved by Glisman. Seconded by Brady.
To amend Section 1. Term to: The City Manager is an "At Will" employee and serves at the pleasure of the City Commission. This agreement shall remain in full force for an indefinite period, in accordance with the Lapeer Charter Section 4-6. Mr. Womack began his term as City Manager beginning on the 8th day of May 2023, with the final language to be approved by the City Attorney.
Ayes: Atwood, Brady, Glisman, Swindell.
Nays: None.
MOTION CARRIED.

112 2025 06-02 AMENDMENTS TO CITY MANAGER'S CONTRACT

Moved by Brady. Seconded by Glisman.
To amend Section 3. Compensation to: The Employer shall provide reimbursement for moving expenses not to exceed $3,000, employee shall provide evidence of expenses related to his moving expenses upon request, purchase of mortgage points to be considered an eligible moving expense. The employee understands and agrees that residence within the City is preferable but not required of employee. Given the nature of the position, the ability to respond to City emergencies in a timely manner is important and therefore the employee shall live within a reasonable distance of the City.
Ayes: Atwood, Brady, Glisman, Petrie, Swindell.
Nays: None.
MOTION CARRIED.

CITY ATTORNEY'S REPORT

None.

UNFINISHED BUSINESS

113 2025 06-02 RESIGNATION – LOCAL DEVELOPMENT FINANCE AUTHORITY

Moved by Swindell. Seconded by Atwood.
Accept the resignation of Denis McCarthy from the Local Development Finance Authority and declare the seat vacant.

Ayes: Atwood, Brady, Glisman, Swindell.
Nays: None.
MOTION CARRIED.

DEPARTMENTAL REPORTS
The DDA Monthly Departmental Report was received into the record.

PUBLIC COMMENTS
None.

MAYOR/COMMISSIONER COMMENTS
Commissioner Brady: Attended Bike Night, which started last week. Has been researching the MI Neighborhood Grant and will need a letter from the attorney to proceed.

Commissioner Swindell: Her grandmother shared the positive "sound offs" from Sunday's paper, which she read aloud. The community is paying attention and appreciates the relationships that are being mended. Reminder: the Swing Out event is tomorrow—please be careful.

Commissioner Atwood: The CEC Conference was held in Lapeer this past weekend and had a large turnout, with several organizations in attendance. He expressed appreciation for the people in the community, noting that they make us stand out. Also praised both City and County staff for their excellent work.

Commissioner Glisman: Noted that on this day in 1935, Babe Ruth announced his retirement with 714 home runs, and it was also the day of Queen Elizabeth II's coronation. Has attended the Farmers Market for the past three Saturdays, despite the cold weather.

City Manager Womack: Echoed Commissioner Atwood's praise of the CEC Conference, noting the great turnout. Gave a shout-out to Mr. Alt, Mr. Atwood, Ms. Bostick, Mr. Church, and everyone who contributed to the event. Thanked the Commission for today's discussion. Shared historical facts: In 1692, Bridget Bishop was the first person tried for witchcraft in Salem, Massachusetts. In 1763, during Pontiac's Rebellion, the Chippewa captured Fort Michilimackinac using a game of lacrosse as a diversion.

Mayor Marquardt: Attended the conference and felt it was a valuable event with many learning opportunities, hosted at various local businesses. Concluded by reading a list of upcoming local events.

114 2025 06-02 ADJOURNMENT
Having no further business, the regular meeting was adjourned at 8:25 p.m.

Debbie Marquardt, Mayor

Romona Sanchez, City Clerk

ITEM C-1

To: Mike Womack, City Manager
From: Ross Slusher, Director of Public Works
Date: June 10, 2025
RE: Fixed Asset Disposal – 2012 Ford F250 4x4

STAFF RECOMMENDATION

It is recommended that the City Commission approve the sale of a 2012 Ford F250 4x4 from the Parks Department.

CURRENT OR NEW INFORMATION

The Department of Public Works is requesting permission to sell a 2012 Ford F250 4x4 from the Parks Department. This Truck has been used heavily and extensively by both the DPW and Parks department and has reached its end of useful service. Staff will replace this vehicle under the planned fleet replacement budget. Vehicle number is #602-unit VIN number is 1FTBF2B60CEA41448 Asset #300067. In approving this item for disposal, it will be sold on an auction site through Gov.deals.

EQUIPMENT: 2012 FORD F250 4X4
Department: Parks

Year: # 602 2012
Vin : # 1FTBF2B60CEA41448

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

None.

AGENDA ITEM REVIEW

Meeting Date:	**June 16, 2025**	**Date Reviewed:**	**June 10, 2025**
Consent:			
Administrative:	**X**	**Reviewed By:**	**City Clerk's Office**
Public Hearing:			

ITEM D-1

To: Mayor and City Commission
From: Kelly Hanna, Director of Financial Services
Date: June 10, 2025
RE: Bill Listing – May 27, 2025, through June 10, 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 May 27, 2025, through June 10, 2025, in the total amount of **$423,387.58** and find them to be proper charges.

AGENDA ITEM REVIEW

Meeting Date:	**June 16, 2025**	**Date Reviewed:**	**June 10, 2025**
Consent:			
Administrative:	**X**	**Reviewed By:**	**City Clerk's Office**
Public Hearing:			

CHECK REGISTER FOR CITY OF LAPEER
CHECK DATE FROM 05/27/2025 - 06/10/2025

Check Date	Check	Vendor Name	Amount
06/05/2025	3032(A)	GREAT LAKES WATER AUTHORITY	145,685.08
06/05/2025	3055(E)	BLUE CROSS & BLUE SHIELD OF MI	72,652.36
06/05/2025	599056	WHITEWATER WEST INDUSTIES LTD.	51,748.50
06/05/2025	3039(A)	MICHIGAN MUNICIPAL WORKERS	24,010.00
06/05/2025	3045(A)	ROWE INC	16,335.00
06/05/2025	3051(A)	VECTOR TECH GROUP	13,388.75
06/05/2025	3046(A)	S.D. ELECTRICAL CONTRACTING INC.	9,000.00
06/05/2025	599014	DIAMOND TIER CONSTRUCTION LLC	7,846.00
06/05/2025	3024(A)	ABM COMMERCIAL CLEANING	7,580.00
06/05/2025	3056(E)	CONSUMERS ENERGY	7,262.53
06/05/2025	599033	MLR ENGINEERING	7,102.00
06/05/2025	599048	TETRA TECH, INC.	7,044.86
06/05/2025	3044(A)	RICK RHEIN DISPOSAL	4,110.88
06/05/2025	3050(A)	TRAILSENSE, LLC	4,000.00
06/05/2025	3052(A)	WARREN SYSTEMS INC	3,662.43
06/05/2025	3031(A)	FLETCHER FEALKO SHOUDY & FRANCIS PC	3,230.00
06/05/2025	3054(A)	WHOLESALE TREE, INC.	2,936.00
06/05/2025	3042(A)	OWEN TREE SERVICE INC	2,400.00
06/05/2025	599036	OAKRIDGE LAWN AND SNOW	2,300.00
06/05/2025	599019	GRAINGER	2,179.56
06/05/2025	599055	WALKER FARMS INC	2,179.23
06/05/2025	3034(A)	HYDRO CORP	1,989.50
06/05/2025	3036(A)	MAUK, JODI	1,920.00
06/05/2025	3048(A)	SMITH, SHANNON	1,920.00
06/05/2025	599026	KENT COMMUNICATIONS INC.	1,856.82
06/05/2025	3026(A)	CORRIGAN OIL II, INC.	1,539.61
06/05/2025	599053	VERIZON WIRELESS	1,471.28
06/05/2025	3057(E)	METROPOLITAN LIFE INSURANCE COMPANY	1,439.07
06/05/2025	599047	T. P. ISRAEL CO INC	1,380.00
06/05/2025	3049(A)	TAYLOR, SARAH	1,062.50
06/05/2025	599032	MGS ELECTRIC INC.	960.00
06/05/2025	3030(A)	ETNA SUPPLY	950.00
06/05/2025	3035(A)	JACK DOHENY SUPPLIES INC	720.63
06/05/2025	599023	JAY'S SEPTIC	670.00
06/05/2025	3038(A)	MES SERVICE COMPANY, LLC	594.45
06/05/2025	3037(A)	MEI TOTAL ELEVATOR SOLUTIONS	592.50
06/05/2025	3040(A)	NORTH CENTRAL LABS	498.01
06/05/2025	3033(A)	HOTSY OF MID MICHIGAN	450.00
06/05/2025	599016	FENTON MEMORIALS & VAULTS, INC.	414.00
06/05/2025	599058	ZIELINSKI, MICHAEL	400.00
06/05/2025	3043(A)	PIONEER MANUFACTURING CO. INC	395.62
06/05/2025	3028(A)	DEE CRAMER	357.50
06/05/2025	599051	TRW LANDSCAPES LLC	318.00
06/05/2025	599029	MARCO TECHNOLOGIES, LLC	317.43
06/05/2025	3029(A)	ELITE AERIAL COMPLIANCE	290.00

06/05/2025	599037	PITNEY BOWES INC.	265.58
06/05/2025	599042	SIGMA TECHNOLOGIES	250.00
06/05/2025	599046	STEVE'S PLUMBING & HEATING	250.00
06/05/2025	3053(A)	WELLER TRUCK PARTS, LLC.	244.06
06/05/2025	599057	WIGGINS, CLAY	202.49
06/05/2025	599017	FOUNDATION SYSTEMS OF MICHIGAN	200.00
06/05/2025	599021	HOLLAND HEATING & COOLING, INC	200.00
06/05/2025	599022	INTERNATIONAL INSTITUTE OF	195.00
06/05/2025	599034	NEWBERY, CHRISTOPHER	190.79
06/05/2025	599052	UNIFIRST CORPORATION	170.41
06/05/2025	3025(A)	BURDICK STREET EQUIPMENT	144.49
06/05/2025	599041	SHIRLEY'S DRY CLEAN. & ALTERATIONS	143.28
06/05/2025	3041(A)	ON DUTY GEAR, LLC	130.98
06/05/2025	599043	SIGNS BY CRANNIE INC	129.00
06/05/2025	3027(A)	D & K TRUCK COMPANY INC.	124.58
06/05/2025	3047(A)	SHORELINE INVESTMENT SERV. INC.	108.95
06/05/2025	599030	MCFARLAND, RICHARD	100.60
06/05/2025	599009	BATHWORKS, INC	100.00
06/05/2025	599010	CAPITOL SUPPLY & SERVICE, INC	100.00
06/05/2025	599018	GOYETTE MECHANICAL	100.00
06/05/2025	599025	KEITH BRACE PLUMBING	100.00
06/05/2025	599031	MESTER EXTERIORS	100.00
06/05/2025	599038	RANDAZZO MECHANICAL	100.00
06/05/2025	599039	RHB ELECTRIC, INC	100.00
06/05/2025	599024	JO-ANN STORES INC 0753 LAPEER	63.26
06/05/2025	599054	VILLAGE PRINTING	55.00
06/05/2025	599008	ALLEN EDWIN HOMES	51.02
06/05/2025	599013	DELYNN'S DESIGNS, INC	41.22
06/05/2025	599027	KINGSBURY, ETHAN	36.23
06/05/2025	599045	SPICER, RANDALL	33.28
06/05/2025	599044	SPENCE, JERRY	31.56
06/05/2025	599020	HEALING LEAF WELLNESS CENTER	28.10
06/05/2025	599011	CLEARVIEW HOLDINGS	22.92
06/05/2025	599012	COPPER BAY COMPANY	22.92
06/05/2025	599049	THICK JR, KENNETH	22.16
06/05/2025	599035	NORTHWEST CONFECTIONS	22.12
06/05/2025	599015	EZ HOMES LLC	15.80
06/05/2025	599040	ROLLING HILLS APTS	13.75
06/05/2025	599028	LESLEY ELIZABETH INC	12.21
06/05/2025	599050	TRIPPLE S HOMES LLC	5.72
		TOTAL	$423,387.58

CITY OF LAPEER
Proclamation
In Recognition of Roland Best

WHEREAS, *Roland "Ron" Best officially began his employment with the City of Lapeer on September 11, 1996, as a paid on-call firefighter; and on June 28, 2002, was hired as Riverview Maintenance Supervisor while continuing to serve as a paid on-call firefighter; and was subsequently promoted to Fire Inspector on September 13, 2004; and*

WHEREAS, *Ron was promoted to Fire Marshal in 2013, and then to Division Chief in 2016 and again to Deputy Fire Chief in 2023; and*

WHEREAS, *Ron has given conscientious, responsible, and professional service to the residents of the City of Lapeer; and*

WHEREAS, *Ron has been an invaluable asset to the City throughout his career, serving with dedication, integrity, and distinction; and*

WHEREAS, *Ron will retire on June 27, 2025, after more than 28 years of service to the City of Lapeer, leaving behind colleagues and a community proud to have known and served with him.*

THEREFORE, LET IT BE KNOWN, *t that I, Mayor Deborah Marquardt, along with the Lapeer City Commission, do hereby honor and express our deepest appreciation to* ***Ron Best*** *for his dedicated public service, and we wish him continued health, happiness, and success in his retirement.*

Dated this 16th day of June 2025.

Debbie G. Marquardt, Mayor

Joshua Atwood, Mayor Pro Tem

Stefan Brady, Commissioner

Linda Glisman, Commissioner

Melissa Petrie, Commissioner

Marlana Swindell, Commissioner

Mike Womack, City Manager

ITEM F-1

MEMORANDUM

To: Mike Womack, City Manager, City Commission
From: James Alt, Executive Director – Lapeer Main Street DDA
Date: June 11, 2025
RE: DDA Development/TIF Plan Renewal

Downtown Development Authority Request:
Following the public hearing for the renewal of the DDA Development and TIF plans on Monday, June 16, 2025, at 6:30 p.m.

Approve the renewal of the DDA's 10-year Development Plan and TIF plan as restated in 2025.

CURRENT OR NEW INFORMATION
Attached is the DDA's 10-year Development and TIF plan for the fiscal year's 2024/25 – 2034/35. The City of Lapeer Downtown Development Authority is in the final stages of renewing this plan. As required by Michigan Law, PA 57 of 2022, the Governing body of the municipality must hold a Public Hearing on the Development Plan prior to approval by the Governing body of the municipality.

Michigan PA 57 Sec. 219. (1) states: The governing body after the public hearing on the development plan and TIF plan, shall determine whether the development plan or tax increment financing plan constitutes a public purpose. If it determines that the development plan or tax increment financing plan constitutes a public purpose, it shall then approve or reject the plan or approve it with modification.

The plan meets all requirements of Michigan PA 57 of 2018 and was approved by the DDA board of directors at their November 27, 2024, board meeting and has been reviewed by the DDA's attorney.

James Alt

Attachments:
DDA Development and TIF Plan

AGENDA ITEM REVIEW

Meeting Date:	**June 16, 2025**	**Date Reviewed:**	**June 10, 2025**
Consent:			
Administrative:	**X**	**Reviewed By:**	**City Clerk's Office**
Public Hearing:			

Lapeer Main Street - Mission, Vision, Values Statements
Spring 2022

Mission Statement:

“Lapeer Main Street supports the establishment, vitality and stability of Main Street businesses in order to create and sustain a unique downtown district that celebrates the history of Lapeer while providing a vibrant, family-friendly destination for residents and visitors alike.”

Vision Statement - *General*:

“To provide a Main Street experience that includes diverse options for shopping, dining, arts & entertainment, and residential living that appeals to all ages, positively impacts the economy, and celebrates the rich history of Lapeer.”

Vision Statement - *Visionary*:

“By 2032, Lapeer’s Historic Main Street will be a thriving, business-diverse destination. With support from Lapeer Main Street, the revitalized downtown district will offer a variety of opportunities for residents of all ages; including retail, dining, art, entertainment, seasonal events and residential living options.”

Values Statement(s):

At Lapeer Main Street, we value:

A Vibrant Community where we work together to create positive Main Street experiences for all who live in, work in, and visit Lapeer.

Clear Communication that spurs meaningful interaction, values the voices of all, and impacts lasting change.

Strong and Equitable Partnerships that incorporate the strengths and expertise of many to collaboratively enhance the quality of life for years to come.

Trust among all stakeholders that continually strengthens our efforts, and increases confidence in our work for those who support what we do and look to us as a model Main Street community.

CITY OF LAPEER DOWNTOWN DEVELOPMENT

AUTHORITY DEVELOPMENT PLAN AS AMENDED AND

RESTATED IN 2025

Introduction

In 1983 the City of Lapeer Downtown Development Authority and City Commission set in motion the process to develop a DDA Tax Increment Development Plan and Tax Increment Financing Plan for capital improvements in downtown Lapeer. The creation of the DDA was a logical extension of the successful urban renewal program undertaken in downtown Lapeer during the 1970's. Reference Public Act 197 of 1975, the Downtown Development Authority Act

The purpose of the original Development Plan, which was authored by the members of the DDA, was to prevent deterioration downtown, in buildings, in businesses, and in infrastructure. Additionally, it was the DDA's objective to promote growth, encourage historic preservation and help establish an identity for downtown.

1982 - 2004

The Lapeer City Commission created the Lapeer Downtown Development Authority by Ordinance 36 which became effective on November 24, 1982. The description of the original Downtown Development Authority District is found in Section 36.07 of the Lapeer City Ordinance 36. The Authority was given all of the powers and duties prescribed for a downtown development authority pursuant to Act 197 of the Public Acts of 1975.

In the course of the 20 year life of the original plan, three amendments were necessary:

1. On November 21, 1988 include the purchase of the former Post Office in order to maintain the structure after the U.S. Postal Service moved out.

2. On November 6, 1989 the DDA amended the plan to authorize the purchase and demolition of the property known as the "Stewart Garage" in order to construct a new parking lot.

3. On September 4, 1996 the DDA amended the plan to allow the purchase and renovation of the Pix Theatre.

The 2003-04 Amendments to the Development Plan used available resources from the City of Lapeer, the Lapeer Area Chamber of Commerce, the Pix Alis Council of Greater Lapeer, the Downtown Business Association and the State of Michigan Department of Commerce (Main Street) to implement the projects and programs as outlined in the plan.

2004 - 2014

In the course of the Development Plan from 2004 through 2014.

The Development Plan as Amended and Restated in 2004 called for the DDA to continue to use the National Main Street formula as a basis for downtown development. The Development Plan recognized the significance of the Lapeer County offices and courts as an activity center for the downtown.

The DDA identified the neighborhood north of Park Street, previously identified as a commercial growth zone, as residential. However, the residential area south of Clay Street is identified as a transitional area with the existing residential properties converting to office, niche retail, boutiques, etc.

The DDA recognized that the recently completed Gateways improvements provide a visual connection between the downtown proper and M-24, and Genesee/Saginaw. However, future improvements on Saginaw Street, Court Street and Horton Street will strengthen the connection to Genesee.

In May 2014 the DDA expanded the DDA District boundaries to include areas east and west of the DDA District.

2014 – 2024

In the course of the Development Plan from 2014 through 2024.

The Development Plan as Amended and Restated in 2014 called for the DDA to continue to use the National Main Street formula as a basis for downtown development. In 2017 Lapeer earned the designation of Select Level Michigan Main Street community and in 2023 Lapeer earned the designation of Master Level Michigan Main Street community.

In July 2017 the DDA adopted Family Friendly as their Main Street transformation strategy for Downtown Lapeer. In January of 2023, the DDA added Art and Culture to their transformation strategy.

In July 2019 the DDA officially opened the Ed LaClair Lapeer Rotary Pocket Park, transforming two vacant lots, the result of a fire on November 12, 2013, into a community gathering place. The project utilized community and state partnerships and public and private dollars to complete.

The DDA officially adopted new branding in June 2019, including logos for Historic Lapeer, the Lapeer Main Street DDA, and the slogan “Historic Lapeer, Remarkably Close.”

The DDA worked with The City of Lapeer to create the Historic Lapeer Social District in 2021. The original district consisted of Nepessing Street between Mason Street and Cedar Street. The district was expanded in 2023 to include Nepessing Street between Mason Street and Saginaw Street.

In July 2023, the DDA completed its first Vibrant Lapeer grant project. The project included the addition of five murals, two chess tables, four trash receptacles, a painted border for the social district, and two updated welcome signs to the downtown.

In November of 2023 the Lapeer Main Street DDA was named the organization of the year by the Michigan Downtown Association.

In September of 2024, the DDA completed its second Vibrant Lapeer grant project which included the installation of Wayfinding and directional signage for the downtown and an additional mural for the downtown.

Between 2014 and 2024 – The DDA reduced Downtown Vacancy from 40% to 6%.

2024 -2034

In the course of the Development Plan from 2024/2025 fiscal year through 2034/2035 fiscal year.

The Development Plan as Amended and Restated in 2025 calls for the DDA to continue the projects and intent of the **Development Plan as Amended and Restated in 2014.**

The Development Plan as Amended and Restated in 2025 recognizes the **City of Lapeer Master Plan** as adopted in 2021 in particular *Chapter 3, Downtown Area.* The DDA plans cooperative projects with the City of Lapeer in this area of the city.

The Development Plan as Amended and Restated in 2025 calls for the DDA to continue to use the **National Main Street Four Point Approach** as a basis for downtown development. The National four points include; Organization, Design, Promotion/Marketing, and Economic Vitality. The Lapeer DDA has created the following committees to implement the Main Street Four Points, Placemaking, Business Development, Outreach, Events, and Fundraising.

The Development Plan continues to recognize the significance of the **Historic Lapeer County Courthouse, the County Square, and the Lapeer County Offices** as an economic contributing entity to the downtown.

The DDA identifies the neighborhood north of Park Street, identified as a commercial growth zone, as **residential.** However, the residential area south of Clay Street is desired to be **mixed-use** and have this area converted into more commercial uses and single-family homes. Currently, many of the single-family homes are rental units.

The DDA recognizes that the **Gateways improvements** provide a visual connection between the downtown proper and M-24, and Genesee/Saginaw Streets. Additional Gateways improvements may be considered.

The DDA identifies the Development Plan as Amended and Restated in 2025 to cover the entire area of the **DDA District** which was expanded in 2014 from the prior District boundaries.

Existing DDA District and Development Area

The current boundaries of the DDA District and Development Area are shown in the accompanying map entitled Exhibit A - DDA District and DDA Development Area.

Development Through Public-Private Cooperation

In addition to the public improvement plan proposed to be financed with public funds under the direction of the DDA, the overall development plan includes as a goal the accomplishment of certain private development through private investment in cooperation with the DDA and the City. These efforts include the following:

1. Continue to facilitate the transition of downtown from a traditional retail district to a specialty retail, entertainment, art & cultural district.

2. Continue to recognize the presence of County administrative and court offices in downtown.

3. Increase opportunities for high density residential development and short term lodging like a boutique style hotel in the downtown district.

4. Work with owners of under-realized and under-utilized properties and market as development opportunities for needed additions to downtown or employ DDA/City/ and/or State resources to develop:

    - Under-utilized parking areas on Park Street in the north boundary area.

    - Under-utilized parking area between Court Street and Saginaw Street, south of Nepessing Street and to the North of Annrook Park.

    - Pursue other development opportunities as appropriate.

5. Encourage renovation of rear building facades and the creation of back entrances that are attractive and convenient to shoppers using the parking areas behind the stores.

6. Improvement, renovation, and redevelopment of interiors and exteriors of commercial buildings. Redevelopment of second-story residential space to create increased usage.

7. Increase and improve access to second story space with support for fire suppression, elevators, escalators, lifts, and other means to increase the viability of the buildings.

8. Maintenance of the historic character of existing structures and encourages new development to conform with the historic identity of the district.

~~9.~~ Short Term Lodging Like a boutique style hotel.

10. Offer assistance and encourage projection style outside signage that fosters pedestrian-oriented lighting and visibility.

11. Continue to engender cooperation and unity among development area merchants via business and retail organizations, such as the Lapeer Area Chamber of Commerce, Lapeer Development Corporation, Lapeer County Community Foundations, The Small Business Development Center,

I. The designation of boundaries of the development area in relation to highways, streets, streams or otherwise. The boundaries of the development district and development area are described as follows:

DDA District Expansion Combined Legal Description 2014

Part of the Northeast Quarter of Section 5 and the Northwest Quarter of Section 4, T7N, R10E, Commencing at the intersections of the North line of Genesee Street and the East bank of the Flint River, Thence Northerly along an intermediate traverse line of the Flint River to the South line of the Audubon Park Addition to the City of Lapeer; Thence Westerly along the South line of Audubon Park to the Westerly line of Audubon Park; Thence Northerly along the Westerly line of Audubon Park to the Northwest corner of Log 13 in Block 1 of Audubon Park; Thence Northeasterly along the North line extended of lots 13, 12, 11 and 6 Block 1; Lots 20 and 11 Block 2; Lots 20, 19, 18, 17, 16, 15, 14,13, 12, 11 Block 3; Lots 20 and 11 Block 4 to the West of Nightingale Avenue; Thence Northwesterly along the West ling of Nightingale Avenue to South line of Oregon Street; Thence Northwesterly along the West line of Nightingale Avenue to South line of Oregon Street; Thence Westerly along the South line of Oregon Street to the East line of Railroad Street; Thence Southerly along the East line of Railroad Street to the South line of Park Street; Thence Westerly along the South line of Park Street to the Easterly line of abandoned MCRR right-of-way; Thence Northwesterly along the Easterly line of said abandoned right-of-wat to the North traverse line of the Flint River; Thence Southwesterly along said traverse line to its to a point which is 12 Northerly and 10 feet East line of Lots 9, 10, 11, 12 and 13 of said Block 16; Thence Westerly 10 feet at right angle to the East line of Lot 13, Block 16; Thence Northerly along the East line of Lot 13, Block 16 to the South line of Mill Street; Thence Southwesterly along the South line of Mill Street to the West line of Saginaw Street; Thence Southwesterly along the Southerly line of Law Street to the South line of Law Street; Thence Westerly along the South line of State Street 94.5 feet to the East line of Calhoun Street; Thence Southerly along the East line of Calhoun Street to the South Line of Liberty Street; Thence Westerly along the along the South line of Liberty Street to the East line of Harrison Street; Thence Southerly along the East line of Harrison Street to the North Line of Genesee Street; Thence Easterly along the North line of Genesee Street to the East Traverse line of the Flint River and Point of Beginning.

See Exhibit A for a map of the DDA District and of the DDA Development Area.

II. The location and extent of existing streets and other public facilities within the development area and shall designate the location, character and extent of the categories of public and private land uses then existing and proposed for the development area, including residential, recreational, commercial, industrial, educational and other uses and shall include a legal description of the development area.

All streets in the development area are shown on the Development Area map.
The public facilities in the development area include:

a. City Hall (Calhoun & Liberty)
b. United States Post Office (Nepessing & Calhoun)
c. County Office Complex and Annex (Clay & Cedar)
d. Historic County Court House (Nepessing)
e. Register of Deeds Office Building (Cedar)
f. Municipal Parking Lots located on the North and south side of Clay Street and South side of Park Street and along the North side of Farmer Creek between Court and Saginaw Streets.
g. The Lapeer County/DDA Parking Lot located on the south side of Clay Street between Cedar and Fox Street, the DDA Park Street Lot on the north of Park Street between Pine Street and Court Street.
h. Center for the Arts of Greater Lapeer, Inc. (Gallery 194 and Pix Theatre),
i. Annrook Park, East Annrook Park, Rotary Park, The Ed LaClair Lapeer Rotary Pocket Park, and the City of Lapeer Dog Park.
j. Various Sewer and Water facilities.
k. Lapeer County Community Pavilion
l. Fox Street Mall.
m. Electrical lighting and power systems.
n. Lapeer District Library, Marguerite de.Angeli Branch

The private land use in the development district includes a mix of commercial and retail, business, professional offices, business offices and residential structures (both single and multiple family).

The majority of Commercial and Retail businesses are concentrated along both sides of Nepessing Street from Main Street to Oregon/Nightingale Streets, the East side of Saginaw, North side of West Genesee Street and along the North side of Park Street. The business and professional offices are widely separated throughout the district. The majority of residential structures are located North of Park Street, South of Clay Street and at the west and east ends of Nepessing Street. This includes part of the Piety Hill National Register Historic District established in the 1980s.
Additional retail exists along both sides of Main Street fom Genesee Street north to Nepessing Street.

Please see Exhibit A for a map of the DDA District and of the DDA Development Area.

III. A description of existing improvements in the development area to be demolished, repaired, or altered, a description of any repairs and alterations, and an estimate of the time for completion.

There are no plans at the present time to demolish any existing improvements in the development district. However, based on studies that are to be executed under the provisions of this plan, it may become necessary to demolish blighted, underdeveloped or inappropriately developed property to accommodate the recommendations of the studies. Proposals for such action will be brought before the Lapeer City Planning Commission for its recommendations to the City Commission for approval.

In cooperation with the City of Lapeer, the DDA will assist in the repair, alteration and improvement of streets. Priority will be given to the following streets as funding becomes available.

Streets	Estimated Completion Date
Park Street (between Saginaw and Mason Streets)	2026
Nepessing St. (between Saginaw and Lyle Streets)	2026
Cedar Street (between Park and Nepessing street)	2027

In cooperation with the City of Lapeer, the DDA will assist in the repair, alteration and improvement of parking lots, alleys and bridges. Priority will be given to the following as funding becomes available.

Properties	Estimated Completion Date
Saginaw Street Bridge over Farmers Creek	2025
Municipal Parking Lot #9 (between Court and Mason Street)	
Brick Paver walkways, maintenance, and restoration	2026
Alley behind the 128 - 193 W. Nepessing St.block	2028

IV. The location, extent, character and estimated cost of the improvements including rehabilitation contemplated for the development area and an estimate of the time required for completion, a statement of the construction or stages of construction planned and the estimated time of completion of each stage.

All dates and time periods in this section are referenced from 2025. Cost estimates for some projects are updated from 2014.

A. The DDA will assist the City of Lapeer in the maintenance and improvement of the landscaping and **beautification** that has been accomplished in the development area to date. The project will have a 10 year duration from adoption of the Development Plan as Amended and Restated in 2025 and the estimated cost is $3500 per year.

A. The DDA, in order to ensure the economic growth of the development district, will assist with **promotional events** of the authority area designed to promote the area to the consumer. The events will be conducted over a 10 year time span in partnership with the Center for the Arts of Greater Lapeer, Inc., and the Lapeer Area Chamber of Commerce. The project will have a 10 year duration and an estimated cost of $35,000 per year.

B. In cooperation with the City of Lapeer Planning Commission, the DDA will assist with an update of the **long range Master Plan** for the downtown and surrounding neighborhoods and make the necessary amendments to the Downtown Capital Improvement Project implemented in 2014. The estimated time of completion is 10 years and the estimated cost is $5,000.

C. In cooperation with the City of Lapeer Parks and Recreation Department develop park areas and other open areas for the Development area as **recreational** and entertainment areas for youth and adults. The estimated time of completion is 10 years and the estimated cost is $9,000 per year.

D. Continue to employ a **full time professional** through the City of Lapeer who would concentrate upon the execution of the project plan and its related activities. The staff person is envisaged to be both DDA Executive Director and Main Street Manager with other activities. The estimated duration of the plan is 10 years and $600,000 has been estimated as the total cost.

F. Continue to employ an assistant to the DDA Director who would assist with the execution of the project plan and its related activities. The estimated duration of the plan is 10 years and $224,640 has been estimated as the total cost.

G. The Authority will continue to assist with improvements to building fronts through the **Main Street Building Improvement Loan Program** and provide architectural assistance to building owners for properties located in the authority area. The estimated duration of the plan is 10 years and the estimated cost is $50,000.

H. Commission **marketing studies** and develop marketing and sales materials for the authority development area in order to promote investment by the private sector. A 10 year duration and $5000 is the estimated cost per year.

I. In cooperation with the City of Lapeer, the DDA will assist with the improvement and/or extension of **streets** within the authority development area. The estimated duration of the plan is 10 years and the estimated cost is $500,000.

J. In order to promote economic development and to assist property owners in the implementation of the development plan, the DDA in partnership with Michigan Main Street, the Michigan Small Business Development Association, and the Michigan Downtown Association, the Lapeer Area Chamber of Commerce and local merchants will sponsor **training sessions** in merchandising, retailing and promotion. The estimated duration of the plan is 10 years and the estimated cost is $2500 annually.

K. In cooperation with The City of Lapeer, the DDA will continue to assist with Curbing, landscaping, dumpster and sidewalk improvements in major downtown **parking lots.** The duration of the plan is 10 years and the estimated cost is $16,000 per year.

V. A description of any parts of the development area to be left as open space and the use contemplated for the space.

It is the intention of the DDA to cooperate with the Lapeer City Parks and Recreation Department to develop recreational and entertainment areas for youth and adults in park areas and other locations within the development area.

VI. A description of any portions of the development area which the authority desires to sell, donate, exchange, or lease to or from the municipality and the proposed terms.

The DDA anticipates assisting the City of Lapeer in the management of parking areas within the authority boundaries, up to and including the sale of existing properties.

VII. A description of desired zoning changes and changes in streets, street level, intersections, and utilities.

The development plan does not call for zoning changes, or changes in streets, street level, intersections, or utilities. However, if projects necessitate these changes, the plan will be amended.

VIII. An estimate of the cost of the development, a statement of the proposed method of financing the development and the ability of the authority to arrange the financing.

The estimated cost of the total development planned by the DDA over a 10 year time span is $2,064,640. Early stages of development will be financed on a "pay as you go" basis. Bonding will be used as a financing tool in conjunction with large developments that take place within the authority development area. The DDA shall not sell any bonds pursuant to this plan or purchase property without the approval of the Lapeer City Commission prior to the issuance of any such bonds. The DDA may also purchase property under land contract or otherwise and undertake installment contract financing with the explicit approval of the Lapeer City Commission or agree to repay land contracts or installment purchase contracts entered into by the City to implement projects set forth in this plan.

IX. Designation of the person or persons, natural or corporate, to whom all or a portion of the development is to be leased, sold, or conveyed in any manner and for whose benefit the project is being undertaken if that information is available to the authority.

There is no information to the Authority at the present time regarding the designation of person or persons, natural or corporate, to whom all or a portion of the development is to be leased, sold, or conveyed and for whose benefit the project may be undertaken.

X. The procedures for bidding for the leasing, purchasing, or conveying in any manner all or a portion of the development upon its completion, if there is no express or implied agreement between the authority and persons, natural or corporate, that all or a portion of the development will be leased, sold, or conveyed in any manner to those persons.

All properties sold under the Downtown Development Authority will be leased, sold, or conveyed at not less than fair market value.

XI. Estimates of the number of persons residing in the development area and the number of families and individuals to be displaced. If occupied residences are designated for acquisition and clearance by the authority, a development plan shall include a survey of the families and individuals to be displaced, including their income and racial composition, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals.

There are approximately 1,000 residents in the authority's development area. The development plan does not call for the displacement of any residents; however, if studies or projects necessitate the displacement of any residents, the plan will be amended.

XII. A plan for establishing priority for the relocation of persons displaced by the development of any new housing in the development area.

The development plan does not call for the displacement of any residents; however, if studies or projects necessitate the displacement of any residents, the plan will be amended.

XIII. Provisions for the costs of relocating persons displaced by the development and financial assistance and reimbursement of expenses, including litigation expenses and expenses incident to the transfer of title, in accordance with the standards and provisions of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, being Public Law 91-646, 42 U.S.C. Section 4601, et seq.

The development plan does not call for the displacement of any residents; however, if studies or projects necessitate the displacement of any residents, the plan will be amended.

XIV. A plan for compliance with Act No. 227 of the Public Acts of 1972, being Section

213.321 to 213.332 of the Michigan Compiled Laws. [17 2o)]

The development plan does not call for the displacement of any residents; however, if studies or projects necessitate the displacement of any residents, the plan will be amended.

CITY OF LAPEER DOWNTOWN DEVELOPMENT AUTHORITY TAX

INCREMENT FINANCING PLAN 2024 -2034

SOURCES OF FUNDS FOR THE D.D.A.

The Downtown Development Authority Act authorizes several potential sources of funds for the Downtown Development Authority to use in financing its development activities, including the following:

2. Donations.

3. A tax up to two (2) mills levied on the Downtown Development District upon approval of the City Commission, for use in financing operations of the DDA or for the general fund of the authority for purposes of the authority.

4. Proceeds from a revenue bond issue or general obligation bond issue.

5. Revenues from property owned by the DDA.

6. Moneys received from other sources approved by the City Commission including revenue received from City and County millages.

7. Proceeds of a tax increment financing plan.

The following comments on the first five sources will put in perspective the need for considering the tax increment financing plan.

1. Donations: These funds could be from either individuals or corporations including philanthropic foundations. However, minimum sources of donations are known to be available to the DDA.

2. Tax Levy: A tax levy will be considered only if necessary.

3. Bond Proceeds: Although these are provided in the statute as a "source of financing", they are only a vehicle for borrowing, not an actual source of capital. Whether revenue bonds or general obligations bonds are used, their sale requires the availability of another source of funds to repay them as they mature. A bond sale may be used for the financing of elements within the development plan. Use of bonding will be determined by the needs of a proposed development inside the boundaries of the development area. The Tax Increment Finance Authority shall not sell any bonds pursuant to this plan without approval of the Lapeer City Commission prior to the issuance of any such bonds. The DDA may purchase property under land contract or otherwise and undertake installment contract financing with the explicit approval of the Lapeer City Commission or agree to repay land contracts or installment purchase contracts entered into by the City to implement projects set forth in this plan.

4. Revenues from Properties: Any income from properties acquired during the implementation of the development plan will be applied to the costs of that implementation. Excess funds will be used to assist in the financing of other elements within this plan.

5. Other Sources: These might include any general revenues of the City approved by the City Commission for use by the DDA. It is hoped that the City will continue to pursue any available grants that can be used to finance any portion ofthe development plan. It can also include a portion of revenues captured from City and County millages. The portion of revenues captured from City and County millages would only be from properties within the DDA District.

6. 100% of the Tax Increment dollars that accrue each year will be used to finance the development plan and to generate projects on a "pay as you go" basis.

EXPLANATION OF THE TAX INCREMENT FINANCING PROCEDURE

The tax increment financing procedure is contained within the DDA statute. The procedure may be proposed by a downtown development authority as a method of financing a downtown development plan. It then may be adopted by a city council, following consultation with the taxing units involved and a public hearing as required by statute. The essence of the tax increment financing procedure is a follows:

1. The public makes an investment in public improvements, and also potentially in facilities to be leased or sold to private owners, for the purpose of stimulating private investment in a specific downtown commercial area (The Downtown Development District). The investment may be made in response to a declining business climate and commercial tax base, or in response to a stable business climate and tax base which the public wishes to protect and develop.

2. A bond issue may be sold to finance the improvements.

3. Taxes generated from the subsequent growth in the tax base of the Downtown Development District are then used to retire the bonded debt. This tax base growth is called the "captured assessed value" (CAV). Specifically, it is the difference between the Taxable Value of the Downtown Development Area at any point in time, and the Taxable Value of the Development Area in existence at the time of the initial adoption of the downtown development plan.

4. A description of the development area as it existed before the 2014 amendments to the development area and downtown district is depicted in yellow in the map attached as Exhibit A (the Original Development Area). A description of the portions of the development area added by the 2014 amendments to the plan and the downtown district are depicted in blue and green in the attached Exhibit A (the Added Areas). The entire development area as a whole is described in the 2014 development plan.

5. The Downtown Development Authority will derive revenue from all taxes levied by the City of Lapeer from the Original Development Area and the Added Areas and all taxes

levied by the County of Lapeer only on the Original Development Area. The County of Lapeer, by resolution adopted on April 17, 2014 has "opted out" of its millage being captured in the Added Development Areas.

The original finance development area also excluded the United States Post Office. The plan as amended includes the United States Post Office but this will not impact revenue as the United States Post Office is exempt from taxation.

6. When the specific development/financing plan is accomplished, the captured assessed value is released and the taxing units receive all the taxes levied on it from that point on.

7. Since only growth in tax base (the captured assessed value) in the Downtown Development District is used to finance the development plan, the taxing units continue to receive their full tax levy on the District tax base in existence at the original adoption of the financing plan. In addition, any taxes generated by the captured assessed value beyond the amount required by the development plan are returned to the taxing units.

The justification of the tax increment financing procedure is based on the expectation that all or a portion of the "captured assessed value" which is created, following the implementation of a downtown development plan, would not have occurred without the stimulation of the public investment involved in the plan implementation; and therefore, the short-term investment made by the taxing units in forgoing part of the initial growth in tax revenues is repaid by the long- term benefit of substantially greater taxes realized from a significantly stronger commercial tax base.

THE TAX INCREMENT FINANCING PLAN FOR THE LAPEER DOWNTOWN DEVELOPMENT DISTRICT

The specific tax increment financing plan proposed by the Downtown Development Authority is as follows:

I. Purpose: The purpose of this tax increment financing plan is to produce revenues sufficient to pay for the projects outlined in the development plan.

2. Maximum Amount of Bonded Indebtedness: The DDA, in any one year, will not pledge for annual debt service requirements in excess of 80% of the estimated tax increment revenue to be received from the development area for that given year. The total aggregate amount of borrowing shall not exceed an amount which the 80% of the estimated tax increment will service as to annual principal and interest requirements.

3. Initial Assessed Value: The "initial assessed value", (the base-year SEV from which the "captured assessed value" is calculated), is $9,923,650 for the Original Development Area. The initial assessed value for the Added Areas are $2,549,423 for the added area on the west and $1,755.519 for the added area on the east.

4. Portion of "Captured Assessed Value" to be used: Recognizing the declining value of the tax base in the Downtown Development District, the DDA proposes that all of the taxes levied by all taxing units on the captured assessed value of real and personal property within the District be used by the Authority from the Original Development Area and that all taxes levied by the City of Lapeer on the captured assessed value of real and personal property within the entire development area will be used by the Authority

The plan does not exclude captured assessed value resulting from inflation. The plan excludes captured assessed value resulting from property that is eligible for capture under the Brownfield Redevelopment Financing Act. At the time of the adoption of this plan, property known as White Junior High located at 201 Jefferson Street, Tax **ID** #L20-72-500-040-00, is the subject of a Brownfield plan of the Brownfield Redevelopment Authority of the City of Lapeer. The legal description for the White school is described in the Brownfield Redevelopment Plan as follows:

> CITY OF LAPEER ORIG PLAT NW ¼ BLKS 84, 85, 86, 93 & ALL VAC STS LYG BETWEEN SAME, EX N 18.26 FT & 76 OF E 21.5 FT OF BLKS 84, 85 & 86 & EX N 50 FT & ELY 36 FT OF BLK 93.

5. Duration of the Program: The duration of this tax increment financing plan shall be ten (10) years from 2024 or until the bonded indebtedness incurred by the DDA or by the City in reliance upon the DDA tax increment revenue is completely repaid, whichever occurs last.

6. Estimated Impact: It is anticipated that the reinvestment in public facilities provided by the plan combined with the other public and private investments soon to take place in the City will substantially increase the assessed value of the development area. The DDA anticipates that some new construction will take place within the DDA District within the next 10 years.

As of the 2024 amendments of this plan the following millage rates are:

	MILLS	
Lapeer County	3.6258	0.0036258
City of Lapeer	9.8	0.0098
County EMS	.8814	
County Senior	.3916	
County Law	1.45	
County Vets	.1850	

The estimated impact of tax increment revenues is summarized in the table attached as Exhibit B.

With the plan, the DDA is creating a number of projects designed to halt the deterioration of property values in the district and to promote economic growth. As an end result, the district will remain a vital business area that contributes fully to the community of Lapeer.

The undersigned Secretary of the Downtown Development Authority of the City of Lapeer hereby certifies that the Authority determined that it is necessary for the achievement of the purposes of the Act and this Development Plan and Financing Plan as amended and was duly adopted by the Downtown Development Authority of the City of Lapeer at a meeting held on the ____ day of ____, 2025, pursuant to proper notice and in compliance with Act 57 of the Public Acts of 2022.

_____

Ashley Fanson, Lapeer DDA Secretary

The undersigned City Clerk of the City of Lapeer hereby certifies that this Development Plan and Financing Plan was duly approved by the City of Lapeer City Commission following a public hearing at a meeting held on the _____day of _____,2025, pursuant to proper notice and compliance with Act No. 57 of the Public Acts of 2022.

_____

Romona Sanchez, City Clerk

Lapeer Downtown Development Authority
Membership List

Catherine Bostick-Tullius
Chairperson
Law Office of Catherine Bostick, PLLC

Tim Roodvoets
Vice Chairperson
The Lapeer Agency

Ashley Fanson
Secretary
Stonegate Heath

Megan Gillingham
Treasurer
Avery's Automotive

Tammy Cutcher
Director
Essential Necessities & The Rock Shop

Jeff Hogan
Director
Lapeer County Press

Dan Sharkey
Director
Sharkey Construction

Jason Rogers
Director
Rogers Pharmacy

Buddy Beyer
Director
Beyer's Furniture

Christopher Herr
Director
Axecadia

Mindy Schwab
Director
P.A.S.S.

Adam Perry
Director
Hummingbird House Designs

Deb Marquardt
Mayor
City of Lapeer

DDA CITIZENS DISTRICT COUNCIL

Crystal High
428 W. Park St.
Lapeer, MI 48446

Kaytlin Bollon
118 W. Nepessing
Apt. 21
Lapeer, MI 48446

Seaton Grassi
359 W. Nepessing
Apt. 5
Lapeer, MI 48446

Rex Ziebarth
359 W. Nepessing
Apt. 2
Lapeer, MI 48446

Zach Gibson
194 W. Nepessing
Apt 203
Lapeer, MI 48446

Richard Schwab
233 Law St.
Lapeer, MI 48446

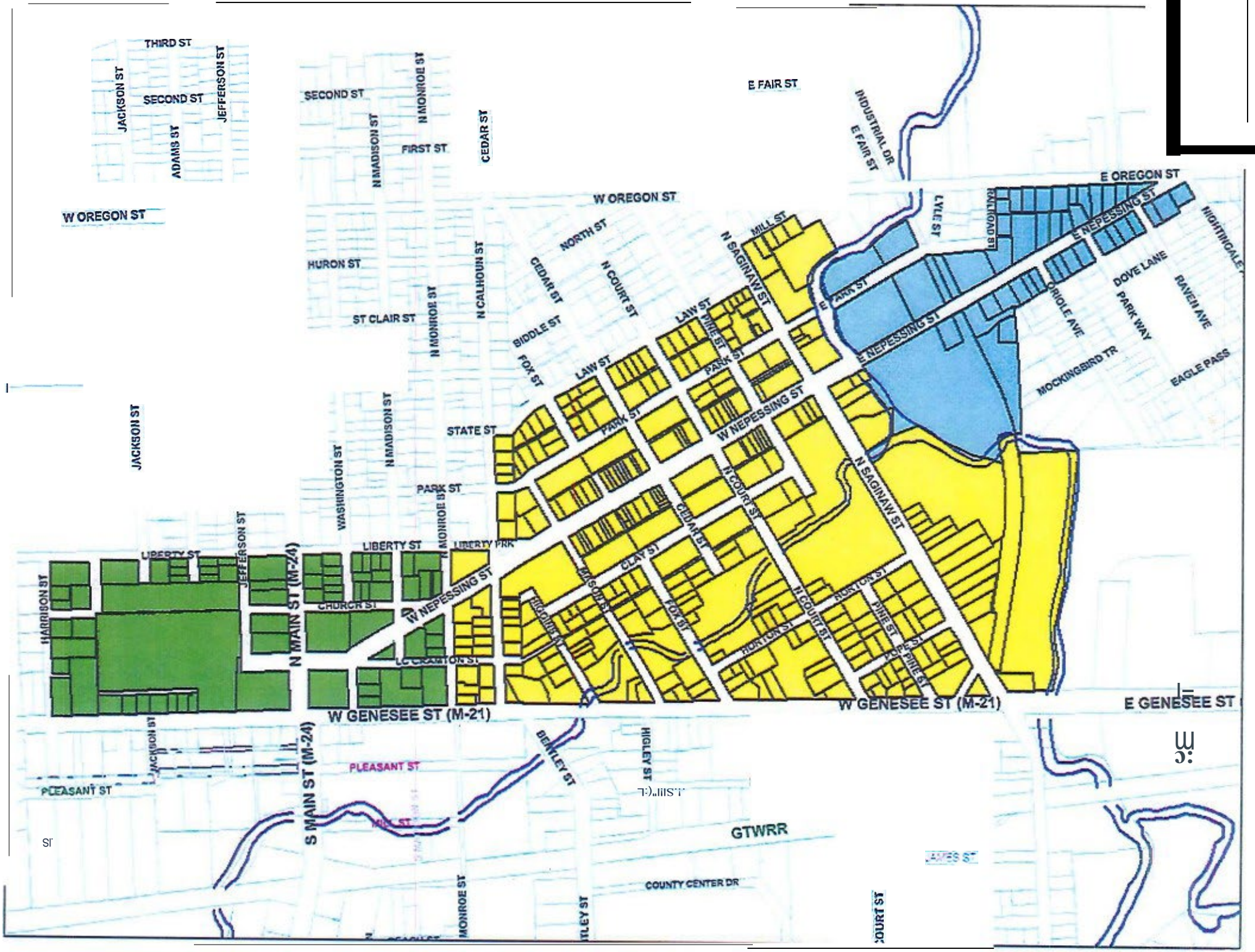
Aaron Dixon
405 Cedar St.
Lapeer, MI 48446

Ashley House
225 Law St.
Lapeer, MI 48446

Amber Atwood
232 W. Nepessing St.
Lapeer, MI, 48446

Exhibit A: DDA District and Development Plan

Exhibit B: TIF Revenue Table


THIRD ST
JACKSON ST
SECOND ST
JEFFERSON ST
ADAMS ST
SECOND ST
N MONROE ST
N MADISON ST
FIRST ST
CEDAR ST
E FAIR ST
INDUSTRIAL DR
E FAIR ST
W OREGON ST
W OREGON ST
NORTH ST
HURON ST
N CALHOUN ST
N MONROE ST
ST CLAIR ST
CEDAR ST
N COURT ST
SIDDLE ST
FOX ST
LAW ST
PINE ST
PARK ST
MILL ST
N SAGINAW ST
LYLE ST
RAILROAD ST
E OREGON ST
E NEPESSING ST
E PARK ST
ORIOLE AVE
DOVE LANE
PARK WAY
RAVEN AVE
NIGHTINGALE
MOCKINGBIRD TR
EAGLE PASS
W NEPESSING ST
E NEPESSING ST
JACKSON ST
WASHINGTON ST
N MADISON ST
STATE ST
PARK ST
N MONROE ST
LIBERTY ST
LIBERTY PRK
JEFFERSON ST
HARRISON ST
CHURCH ST
W NEPESSING ST
N MAIN ST (M-24)
LC CRAMTON ST
CLAY ST
CEDAR ST
MASON ST
FOX ST
HURON ST
N COURT ST
N SAGINAW ST
PINE ST
POPE PINE ST
W GENESEE ST (M-21)
W GENESEE ST (M-21)
E GENESEE ST
JACKSON ST
PLEASANT ST
PLEASANT ST
S MAIN ST (M-24)
BENTLEY ST
HIGLEY ST
GTWRR
COUNTY CENTER DR
MONROE ST
BENTLEY ST
COURT ST

An estimate of the revenue of the DDA on the taxing jurisdiction based on an assumption of a 3 percent growth of real and personal property tax base. Combined revenue assumes continued capture of both City and County operating mills for the Original DDA. The DDA East and West Expansion areas capture City operating and County EMS, Senior, and Lawmillages. The Original DDA, DDA East and DDA West will start capturing the Veterans Millage of 0.185 mills in Fiscal Year 2025 - 2026 (assuming the ballot proposal passes in November, 2024).

REVENUE

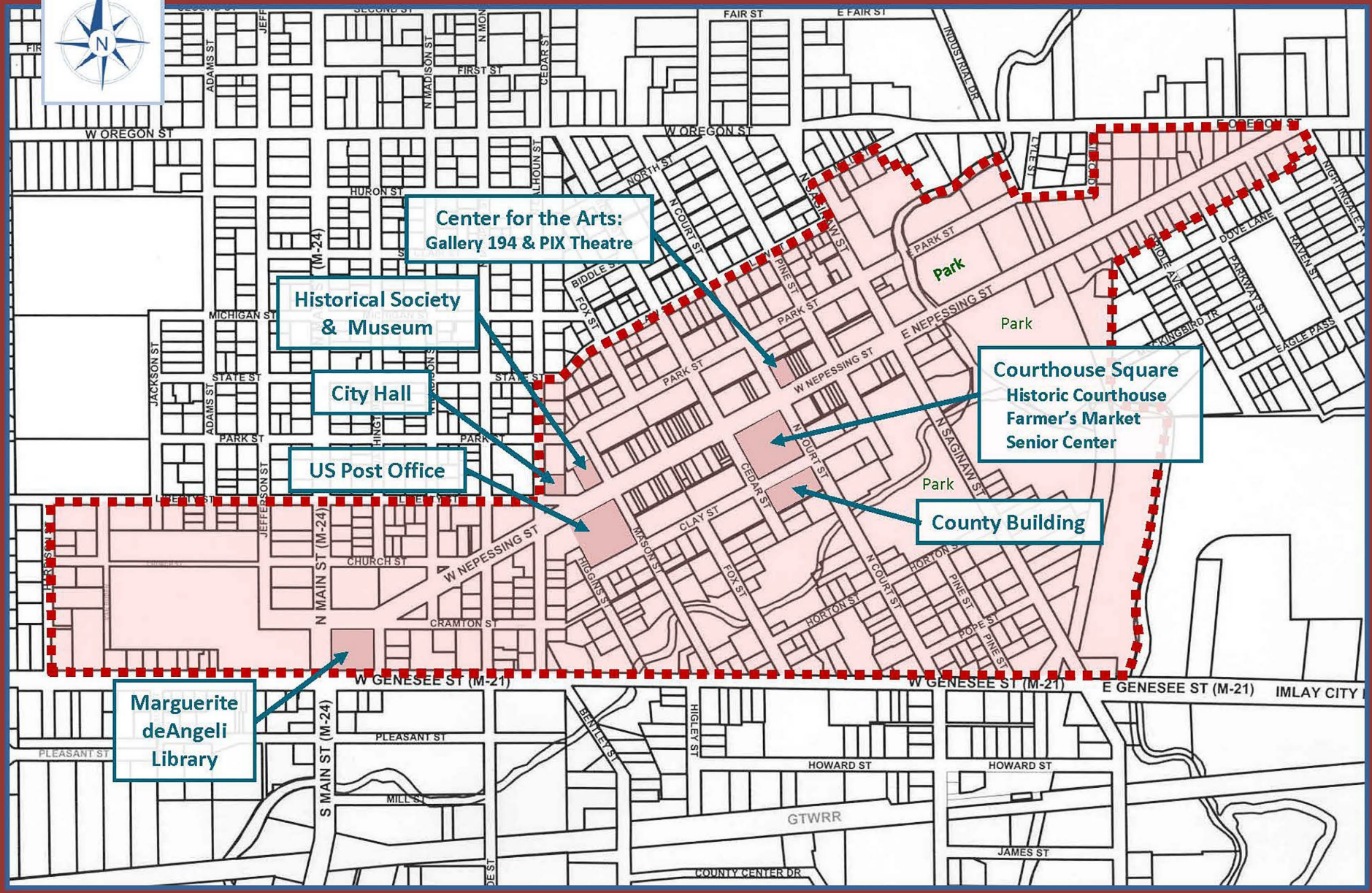
	Initial Taxable Value (Base):			Combined District
	9,923,650	2,549,423	1,755,519	14,228,592
	Taxable Values			
Real to Personal Ratio:	96% to 4%	97% to 3%	100% to 0%	

Fiscal Year	Original DDA	West Expand	East Expand	Combined District	Captured	City Mills	County Mills	Combined
2024 - 2025	19,923,815	3,964,590	2,565,935	**26,454,340**	12,225,748	$119,812	$69,549	**$189,362**
2025 - 2026	20,521,529	4,083,528	2,642,913	**27,247,970**	13,019,378	$127,590	$76,286	**$203,876**
2026 - 2027	21,137,175	4,206,034	2,722,200	**28,065,409**	13,836,817	$135,601	$80,895	**$216,496**
2027 - 2028	21,771,291	4,332,215	2,803,866	**28,907,372**	14,678,780	$143,852	$85,643	**$229,495**
2028 - 2029	22,424,429	4,462,181	2,887,982	**29,774,593**	15,546,001	$152,351	$90,533	**$242,884**
2029 - 2030	23,097,162	4,596,046	2,974,622	**30,667,831**	16,439,239	$161,105	$95,570	**$256,674**
2030 - 2031	23,790,077	4,733,928	3,063,861	**31,587,865**	17,359,273	$170,121	$100,758	**$270,879**
2031 - 2032	24,503,779	4,875,946	3,155,776	**32,535,501**	18,306,909	$179,408	$106,101	**$285,509**
2032 - 2033	25,238,893	5,022,224	3,250,450	**33,511,566**	19,282,974	$188,973	$111,605	**$300,578**
2033 - 2034	25,996,060	5,172,891	3,347,963	**34,516,913**	20,288,321	$198,826	$117,274	**$316,099**
2034 - 2035	26,775,941	5,328,077	3,448,402	**35,552,421**	21,323,829	$208,974	$123,113	**$332,086**
2035 - 2036	27,579,220	5,487,920	3,551,854	**36,618,993**	22,390,401	$219,426	$129,127	**$348,553**

Millage	DDA	DDA E	DDA W
County	3.6258		
EMS	0.8814	0.8814	0.8814
Senior	0.3916	0.3916	0.3916
Law	1.4500	1.4500	1.4500
Veterans*	0.1850	0.1850	0.1850
Total County	**6.5338**	**2.9080**	**2.9080**
City	**9.8000**	**9.8000**	**9.8000**
Grand Tota	**16.3338**	**12.7080**	**12.7080**

*Veterans millage capture to start Fiscal Year 2025-2026 if the ballot proposal passes in November, 2024

DDA Development District



City of Lapeer, Michigan • 2014

ITEM G-1

To: Mike Womack, City Manager
From: Matt Hart, Building Official
Date: June 4, 2025
RE: Additional Changes to Fee Schedule

STAFF RECOMMENDATION

Approve the additional changes to the building departments 2025/2026 Fee Schedule, as presented.

CURRENT OR NEW INFORMATION

After my final review of the fee schedule, I have found some line items needing corrections. The items are all related to the approved fee increase in inspections from $81 to $90. The corrections are fees that are inspection based and did not reflect the approved fee increase. Also, there are a couple of suggestions to remove or add wording to avoid confusion.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

None.

AGENDA ITEM REVIEW

Meeting Date:	**June 16, 2025**	**Date Reviewed:**	**June 10, 2025**
Consent:			
Administrative:	**X**	**Reviewed By:**	**City Clerk's Office**
Public Hearing:			

CITY OF LAPEER FEE SCHEDULE

EFFECTIVE 07-01-2025

BUILDING DEPARTMENT

DESCRIPTION		CURRENT FEE	COMMENTS	NEW FEE
BUILDING				
	Plan Review	$90.00	per hour; 1 hr minimum	
	Commercial Plan Review Deposit	~~$810.00~~		**$900**
Applications - Base Fees			Inspections done in accordance with each applicable code.	
	Base Fee: Residential	$90.00	Non-refundable fee, plus Zoning Fee $45	
	Base Fee: Commerical, Industrial or Multi-Family	~~$162.00~~	Non-refundable fee, plus Zoning Fee $45	**$180**
Archive Fee		1% or $5.00	Which ever is greater	
~~Bonds will be forfeited for each week after a temporary certificate of occupancy expires. The forfeited amount will be 5% of the bond posted per week for each week after expiration.~~				
Common Inspections include: stake, footing, backfill, floor joist, visqueen, rough, insulation, final.			All other inspections required by current code will be ~~$81~~ $90 each.	
	Per inspection fee	$90.00		
	Re-inspection fee	$90.00		
	Zoning Fee	$45.00		
	~~Application Fee: Multi-Family, Commercial or Industrial~~	~~$50.00~~	~~Non-refundable fee~~	**Remove**
	~~Base Fee: Multi-Family, Commercial or Industrial~~	~~$162.00~~		
	Per inspection fee	$90.00		
	Re-inspection fee	$90.00		
	Zoning Fee	$45.00		
	Construction Value: Per current Building Code		Use Current ICC Building Valuation Data	
	Use Group	Value Based	Use Current ICC Building Valuation Data	
	A-1	Value Based	Use Current ICC Building Valuation Data	
	A-2, A-3, A-4	Value Based	Use Current ICC Building Valuation Data	
	A-5	Value Based	Use Current ICC Building Valuation Data	
	B	Value Based	Use Current ICC Building Valuation Data	
	E	Value Based	Use Current ICC Building Valuation Data	
	F-1, F-2, H	Value Based	Use Current ICC Building Valuation Data	
	I-1	Value Based	Use Current ICC Building Valuation Data	
	I-2, I-4	Value Based	Use Current ICC Building Valuation Data	
	I-3	Value Based	Use Current ICC Building Valuation Data	
	M	Value Based	Use Current ICC Building Valuation Data	
	R-1	Value Based	Use Current ICC Building Valuation Data	
	R-2	Value Based	Use Current ICC Building Valuation Data	
	S-1, S-2, U	Value Based	Use Current ICC Building Valuation Data	
	R-3	Value Based	Use Current ICC Building Valuation Data	
	Remodel all use group	Value Based	Use Current ICC Building Valuation Data + misc fee's	
Certificate of Occupancy				
	Temporary	$100.00		
	Full	$100.00		
Order Control Violation Fee				
	First Violation	$200.00		
	Second Violation	$400.00		
	Third Violation - Will be listed against renewal of the license.	$1,000.00		
Zoning Compliance Applications				
	Any inspections	$90.00	per inspection	
	Sheds (Under 200 sq. ft.)	$45.00	Zoning Fee	
	Decks, Porch, Awning, Carport: under 200 sq. ft.	~~$162.00~~	plus Zoning Fee $45, includes 1 inspections	**$180**
	Sheds, decks, porch, awnings, carport, garage: exceeding 200 sq. ft. (requires a Building Permit)	~~$162.00~~	plus Zoning Fee $45, includes 1 inspections	**$180**
	Fences	$90.00	plus Zoning Fee $45, includes 1 inspection	
	New or Change of Occupancy (Businesses)	$90.00	includes 1 inspection	
Swimming pools				
	Above Ground	$90.00	plus Zoning Fee $45, includes 1 inspection	
	In Ground	~~$162.00~~	plus Zoning Fee $45, includes 1 inspection	**$180**
	Above Ground With Deck	~~$162.00~~	plus Zoning Fee $45, includes 1 inspection	**$180**
	Swimming pools will require an electrical permit; mechanical permit may be required if applicable.			
Itemized Permit Fees				
	Pre-Manufactured or Mobile Home Set Up with crawl space	~~$162.00~~	plus Zoning Fee $45, includes 1 inspections, additional inspections may apply.	**$180**
	Pre-Manufactured or Mobile Home Set Up with basement	$324.00	plus Zoning Fee $45, includes 1 inspections, additional inspections may apply.	**$360**
	Addition to existing home on crawl space	$324.00	plus Zoning Fee $45, plus plan review $90 + INSP FEE	**$360**
	Addition to existing home on basement	$405.00	plus Zoning Fee $45, plus plan review $90 + INSP FEE	**$450**
	Addition: garage with breezeway	$243.00	plus Zoning Fee $45; ~~includes 3 inspections~~.plus plan review $90 + INSP FEE	**$270**
	Remodeling Home	~~$162.00~~	plus Zoning Fee $45, includes 2 inspections, may require Plan Review Fee ($90 + INSP FEE).	**$180**

BUILDING DEPARTMENT

	DESCRIPTION	CURRENT FEE	COMMENTS	NEW FEE
	Miscellaneous Building Permits	$100.00		
	May include fire repair, wheelchair ramp, egress windows, basement water proofing, finished basement, blow-in insulation, solar panels, etc. (list is not all inclusive).			
	Temporary Construction Trailer	$100.00		
Expired Permits				
	Renewal	50% of original permit fee	6 month renewal	
Signs				
	Wall, Projecting, Marquee, Awning, Canopy, LED, Electronic and Billboards, Directional or Face Replacement	$100.00	Per sign, plus Plan Reivew Fee ($90), 1 hr minimum	
	Temporary Sign or Banners	$61.00	2-30 day temp signs allowed per calendar year	
	Ground/Monument	~~$162.00~~	Plus Plan Review Fee ($90), includes 1 inspections	**$180**
Contractor Registration		~~$15.00~~		**$25**
Demolition				
	Residential	~~$162.00~~	All Demo + Inspection Fee	**$180**
	Multi-Family, Commercial or Industrial	$250.00	~~plus Plan Review Fee ($90.)~~ + Inspection Fee	
Inspection Fees				
	Pre-moving of Structure	$100.00		
	Building Inspections (each)	$90.00	As required by current code	
	Working Without Permit Fee -First Instance	$100.00	All trades	
	Working Without Permit Fee -Second Instance	$200.00	All trades	
	Working Without Permit Fee -Third Instance	$300.00	All trades	
	Opening/Operating Business without Occupancy Approval	$100.00		
Rental Inspection Fees				
	Single Family, Duplex or Multi-Family	$150.00	50% increase in fee if more than 30 days late	
	Common Areas (laundry rooms, basements, hallways, stairs)	$50.00	Each additional unit and common space; 50% increase in fee if more than 30 days late	
Bonds			Bonds will be forfeited for each week after a temporary certificate of occupancy expires. The forfeited amount will be 5% of the bond posted per week for each week after expiration.	
	Required for any and all permits issued			
	Construction Value			
	$0 to $10,000	$100.00		
	$10,001 to $50,000	$200.00		
	$50,001 to $100,000	$300.00		
	$100,001 to $500,000	$500.00		
	$500,000 and over	$800.00		
	Demolition of Home	$2,000.00		
	Demolition of any Accessory Structures	$500.00		
Construction or Housing Board of Appeals				
	Single Family Residential	$200.00		
	Single Family Residential Rental	$200.00		
	Multi-Family Residential	$500.00	Up to 5 units	
	Multi-Family Residential Rental	$500.00	Up to 5 units	
	Multi-Family Residential	$1,000.00	Six units or more	
	Multi-Family Residential Rental	$1,000.00	Six units or more	
	Commercial or Industrial	$1,000.00		

CITY OF LAPEER FEE SCHEDULE

EFFECTIVE 07-01-2025

BUILDING DEPARTMENT

DESCRIPTION		NEW HOME CONSTRUCTION ONLY	ADDITION / REMODEL	COMMERCIAL / INDUSTRIAL		NEW FEE
MECHANICAL						
Applications:						
	Base Fee	~~$162.00~~	$90.00	~~$162.00~~	~~includes 2 inspections,~~ Plan Review Fee ($90/hr) may be applicable.	$180 $ 180
	Per inspection fee	$90.00	$90.00	$90.00		
	Re-inspection fee	$90.00	$90.00	$90.00		
	Working Without Permit Fee -First Instance	$100.00	$100.00	$100.00		
	Working Without Permit Fee -Second Instance	$200.00	$200.00	$200.00		
	Working Without Permit Fee -Third Instance	$300.00	$300.00	$300.00		
Additional Item Descriptions:						
	Gas or Oil Fired Equipment					
	Furnace -- Residential	$23.00	$23.00	N/A		
	Furnace -- Commercial	N/A	N/A	$38.00	each	
	Boiler	$23.00	$23.00	$38.00	each	
	Water Heater	$9.00	$9.00	$38.00	each	
	Air Handler	$9.00	$9.00	$38.00	each	
	Tube or Unit Heater	$23.00	$23.00	$38.00	each	
	Pool Heater	$23.00	$23.00	$38.00	each	
	Woodstove or Solid Fuel Equipment	$162.00	$162.00	$162.00	each	
	Fireplace or Stoves (Gas or Solid Fuel)	$162.00	$162.00	$162.00	each	
	Misc	$15.00	$15.00	$15.00	each	
	Type A or B Chimney	$9.00	$9.00	$49.00	each	
	Flue Vent or Liner	$9.00	$9.00	$9.00	each	
	Bathroom, Dryer or Kitchen Fans	$9.00	$9.00	$9.00	each	
	Exhaust Fans (1,500 CFM or more)	$9.00	$9.00	$9.00	each	
	Gas Pipe (each opening)	$9.00	$9.00	$9.00	each	
	Gas Piping Distribution Systems	$0.09 per foot	$0.09 per foot	$0.25 per foot		
	Residential Replacement: A/C, Furnace, Water Heater	~~N/A~~	~~$162.00~~	N/A		$180 $ 180
	Commercial Replacement: A/C	N/A	N/A	$32.00	< 15 ton	
	Commercial Replacement: A/C	N/A	N/A	$81.00	> 15 ton	
	Commercial Replacement: Furnace	N/A	N/A	$38.00		
	Commercial Replacement: Water Heater	N/A	N/A	$38.00		
	Humidifier	$9.00	$9.00	$9.00	each	
	Heating System					
	Under 250,000 BTU	$23.00	$23.00	$38.00		
	250,001 to 999,999 BTU	$23.00	$23.00	$38.00		
	Over 1,000,000 BTU	$23.00	$23.00	$38.00		
	Furnace/Unit Heaters/Burners					
	New or conversion	$23.00	$23.00	$38.00	each	
	Duct System New or Conversion/add on	$23.00	$23.00	$0.25 per foot		
	Insulation of Duct/Piping/Tanks	$23.00	$23.00	$0.25 per foot		
	Combination Heat/Air Cond. Units					
	under 10 Tons	~~N/A~~	~~N/A~~	$32.00	each	~~$25~~
	10 to 20 Tons	~~N/A~~	~~N/A~~	$54.00	each	~~$25~~
	Over 20 Tons	~~N/A~~	~~N/A~~	$64.00	each	~~$25~~
	Air Cond. &/or Refrig. Heat pump					
	<15 Ton	~~N/A~~	~~$9.00~~	$32.00	each	~~$25~~
	>15 ton	~~N/A~~	~~$9.00~~	$81.00	each	~~$25~~
	Air Cleaners	~~N/A~~	~~$9.00~~	$50.00	each	~~$25~~
	Refrigeration System					
	Self contained	N/A	N/A	$22.00	each	
	Split system	N/A	N/A	$54.00	each	
	Air/Gas Process Piping; Hydronic/HTG-Cooling Piping	N/A	N/A	$0.25 per foot		
	V.A.V or E.R.V or H.R.V Boxes	N/A	N/A	$30.00		
	BBQ Grill	N/A	$9.00	$9.00		
	Mobile Home Set Up	$50.00	N/A	N/A		
	Chimney Factory Built	$9.00	$9.00	$49.00		
	Ovens	$9.00	$9.00	$38.00		
	Baseboard Heat	$23.00	$23.00	$23.00		
	Radiant Heat (per zone)	$23.00	$23.00	$23.00		
	Solar Equipment	$23.00	$23.00	$27.00	each panel	
	Walk-In Cooler /Chillers /Cooling Tower with Reservoir	N/A	N/A	$95.00		
	Refrigeration/self contained	N/A	N/A	$22.00	each	
	Refrigeration/Split System	N/A	N/A	$54.00	each	
	Evaporator Coils	N/A	N/A	$81.00	each	
	Air Compressor or Dryer	N/A	N/A	$54.00		
	Tanks					
	550 Gallons or Less	$9.00	$9.00	$40.00		
	551 Gallons to 5,000 Gallons	$9.00	$9.00	$60.00		
	5,001 Gallons or More	$9.00	$9.00	$120.00		
	Commercial Hood Systems					
	Type I	N/A	N/A	$38.00	each; plus piping at $0.25 per foot	
	Type II	N/A	N/A			
	Lite Test	N/A	N/A	$90.00	1 inspection	
	Commercial Hood System Plan Review Deposit	N/A	N/A	~~$243.00~~	deposit covers 3 hours at $90/hr	~~$270~~
	Fire Suppression System					
	1 to 2 Heads	N/A	N/A	$9.00	plus $0.25 per foot of pipe	
	3 to 10 Heads	N/A	N/A	$27.00	plus $0.25 per foot of pipe	
	11 to 50 Heads	N/A	N/A	$59.00	plus $0.25 per foot of pipe	
	51 to 100 heads	N/A	N/A	$90.00	plus $0.25 per foot of pipe	
	over 101 Heads			$1.00	per head; plus $0.25 per foot of pipe	
	Fire Suppression Plan Review	N/A	N/A	~~$243.00~~	deposit covers 3 hours at $90/hr	~~$270~~
	Fire or Smoke Dampers					
	Damper	N/A	N/A	$20.00	each	
	Smoke Detectors or Annunciators	N/A	N/A	$15.00	each	
	Incinerators/Crematories	N/A	N/A	$27.00		
	Inspection Fees					
	Underground	$90.00	$90.00	$90.00		
	Rough	$90.00	$90.00	$90.00		
	Safety, Additional or Electrical Reconnect	$90.00	$90.00	$90.00		
	Re-inspection	$90.00	$90.00	$90.00		
	Final	$90.00	$90.00	$90.00		
	Contractor Registration	$25.00	$25.00	$25.00		
	REFUNDABLE PERFOMANCE BOND	$100.00	$100.00	$100.00		

BUILDING DEPARTMENT

	DESCRIPTION	NEW HOME CONSTRUCTION ONLY	ADDITION / REMODEL	COMMERCIAL / INDUSTRIAL			
PLUMBING							
	Base Fee	~~$162.00~~	$90.00	~~$162.00~~	~~Includes 2 inspections,~~ Plan Review Fee ($90/hr) + Inspection may be applicable	**$180**	**$180**
	Per inspection fee	$90.00	$90.00	$90.00			
	Re-inspection fee	$90.00	$90.00	$90.00			
	Working Without Permit Fee -First Instance	$100.00	$100.00	$100.00			
	Working Without Permit Fee -Second Instance	$200.00	$200.00	$200.00			
	Working Without Permit Fee -Third Instance	$300.00	$300.00	$300.00			
	Air Arrestor	$9.00	$9.00	$9.00	each		
	Automatic Clothes Washer	$9.00	$9.00	$9.00	each		
	Bathtub or Shower	$9.00	$9.00	$9.00	each		
	Carbonated Beverage Dispensing Machine	$9.00	$9.00	$9.00	each		
	Bidet, Urinal or Water Closet			$9.00	each		
	Dental Chair	N/A	N/A	$9.00	each		
	Dishwasher	$9.00	$9.00	$9.00	each		
	Drinking Fountain or Ice Maker	N/A	N/A	$9.00	each		
	Floor Drain or Hub Drain	N/A	N/A	$9.00	each		
	Embalming Table	N/A	N/A	$9.00	each		
	Emergency Eye Wash Station	N/A	N/A	$9.00	each		
	Garbage Disposal	$9.00	$9.00	$9.00	each		
	Grease Trap or Interceptor	N/A	N/A	$43.00	each		
	Hose Bibb	$9.00	$9.00	$9.00	each		
	Humidifier	$9.00	$9.00	$9.00	each		
	Laundry Tray or Laundry Box	$9.00	$9.00	$9.00	each		
	Medical Gas System	N/A	N/A	$9.00	each		
	Medical Gas Piping	N/A	N/A	$0.25	per sq. ft.		
	Mobile Home Set Up	$50.00	$50.00	N/A			
	Pump (ejector, lift or sump)	$9.00	$9.00	$43.00	each		
	Refrigerator	$9.00	$9.00	$9.00	each		
	Roof Sump	N/A	N/A	$9.00	each		
	Sand or Oil Interceptor	N/A	N/A	$43.00	each		
	Sewage Ejector System	$9.00	$9.00	$43.00	each		
	Sink (each; any description)	$9.00	$9.00	$9.00	each		
	Sewers (Sanitary or Storm)						
	Lines < 6"	~~$9.00~~	~~$9.00~~	$0.50 per ft		**$25**	**$25**
	Lines > 6"	~~$9.00~~	~~$9.00~~	$0.50 per ft		**$35**	**$35**
	Catch Basin, Manhole or Trench Drain	No Charge	No Charge	$43.00			
	Storm Conductor or Leader	N/A	N/A	$43.00	each		
	Stacks or Vents	$9.00	$9.00	$9.00	each		
	Sub Soil Drains or Bleeders	$9.00	$9.00	$9.00	each		
	Miscellaneous	$9.00	$9.00	$9.00	each		
	Water Softener or Filter	$9.00	$9.00	$43.00	each		
	Water Heater	$9.00	$9.00	$43.00	each		
	Water Service						
	Up to 1"	$25.00	$25.00	$25.00			
	1.1" to 2"	$50.00	$50.00	$50.00			
	2" or more	$75.00	$75.00	$75.00			
	Water Distribution System						
	3/4"	$15.00	$15.00	$15.00			
	1 "	$20.00	$20.00	$20.00			
	1-1/2"	$35.00	$35.00	$35.00			
	2" or over	$45.00	$45.00	$45.00			
	Backflow Preventer or Vacuum Breaker (any)	$90.00	$9.00	$43.00	each		
	Sprinkler System - Lawn	$0.25	$0.25	$0.50	per foot		
	Inspection Fees						
	Underground	$90.00	$90.00	$90.00			
	Rough	$90.00	$90.00	$90.00			
	Additional	$90.00	$90.00	$90.00			
	Safety, Additional or Electrical Reconnect	$90.00	$90.00	$90.00			
	Re-inspection	$90.00	$90.00	$90.00			
	Final	$90.00	$90.00	$90.00			
	Contractor Registration	$25.00	$25.00	$25.00			
	REFUNDABLE PERFOMANCE BOND	$100.00	$100.00	$100.00			

BUILDING DEPARTMENT

DESCRIPTION		NEW HOME CONSTRUCTION ONLY	ADDITION / REMODEL	COMMERCIAL / INDUSTRIAL				
ELECTRICAL								
	Base Fee	~~$162.00~~	$90.00	~~$162.00~~	~~includes 2 inspections,~~ Plan Review Fee ($90/hr) + Inspe may be applicable.	**$180**	**$180**	
	Per inspection fee	~~$81.00~~	~~$81.00~~	~~$81.00~~		**$90**	**$90**	**$90**
	Re-inspection fee	~~$81.00~~	~~$81.00~~	~~$81.00~~		**$90**	**$90**	**$90**
	Working Without Permit Fee -First Instance	$100.00	$100.00	$100.00				
	Working Without Permit Fee -Second Instance	$200.00	$200.00	$200.00				
	Working Without Permit Fee -Third Instance	$300.00	$300.00	$300.00				
	Service							
	Temporary or Up to 300 amp	$23.00	$23.00	$23.00	each			
	Over 301 amp - 600 amp	$38.00	$38.00	$38.00	each			
	Over 601 amp - 800 amp	$49.00	$49.00	$49.00	each			
	Over 801 amp	$54.00	$54.00	$54.00	each			
	Circuits	$9.00	$9.00	$9.00	each			
	Lighting Fixtures	$9.00	$9.00	$9.00	per 25			
	Appliances (120v)							
	Central Vac	$9.00	$9.00	$9.00	each			
	Diswasher	$9.00	$9.00	$9.00	each			
	Garage Door Opener	$9.00	$9.00	$9.00	each			
	Garbage Disposal	$9.00	$9.00	$9.00	each			
	Hydro Tub	$9.00	$9.00	$9.00	each			
	Microwave	$9.00	$9.00	$9.00	each			
	Range Hood	$9.00	$9.00	$9.00	each			
	Sewage Pump	$9.00	$9.00	$9.00	each			
	Space Heater	$9.00	$9.00	$9.00	each			
	Sump Pump	$9.00	$9.00	$9.00	each			
	Water Heater	$9.00	$9.00	$9.00	each			
	Furnace or Unit Heater	$9.00	$9.00	$9.00	each			
	Electrical Heating or Baseboard Unit	$9.00	$9.00	$9.00	each			
	Appliances (240v)							
	Range	$9.00	$9.00	$9.00	each			
	Oven/Cook Top	$9.00	$9.00	$9.00	each			
	Dryer	$9.00	$9.00	$9.00	each			
	Hot Tub	$9.00	$9.00	$9.00	each			
	Well Pump	$9.00	$9.00	$9.00	each			
	Signs:							
	Base Fee	N/A	N/A	~~$81.00~~				**$90**
	Letter, Unit or Neon	N/A	N/A	$9.00				
	Mobile Home Set Up	$50.00	$50.00	N/A				
	Recreational Vehicle Park	$50.00	$50.00	$50.00				
	Service Equipment or Feeders							
	Bus duct	N/A	N/A	$9.00	each			
	Panelboard	N/A	N/A	$9.00	each			
	Subpanel	N/A	N/A	$9.00	each			
	Switchboards	N/A	N/A	$9.00	each			
	Transfer Switch	N/A	N/A	$9.00	each			
	Transformers	N/A	N/A	$9.00	each			
	Misc	$9.00	$9.00	$9.00	each			
	Low Voltage	$9.00	$9.00	$9.00	Each			
	Generators							
	0 to 20 KVA/KW	$9.00	$9.00	$9.00	each			
	21 to 50 KVA/KW	$17.00	$17.00	$17.00	each			
	Over 50 KVA/KW	$22.00	$22.00	$22.00	each			
	Motors							
	Up to 20 hp	$9.00	$9.00	$9.00	each			
	21 to 50 hp	$17.00	$17.00	$17.00	each			
	Over 50 hp	$22.00	$22.00	$22.00	each			
	Air Conditioner							
	0 to 2.5 Ton	$9.00	$9.00	$15.00	each			
	2.6 to 4.5 Ton	$17.00	$17.00	$17.00	*each*			
	Over 4.6 Ton	$22.00	$22.00	$22.00	*each*			
	Swimming Pools	$23.00	$23.00	$38.00	each			
	Fire Alarm (alarms, stations, horns, strobes)							
	Residential	$9.00	$9.00	N/A	each			
	Commercial	N/A	N/A	~~$81.00~~	0 to 10 devices			**$90**
	Commercial	N/A	N/A	~~$162.00~~	over 10 devices			**$180**
	Fire Alarm Plan Review	N/A	N/A	~~$243.00~~	deposit covers 3 hours at $81/hr			**$270**
	Inspection Fees							
	Underground or Trench	$90.00	$90.00	$90.00				
	Service	$90.00	$90.00	$90.00				
	Rough or Above Ceiling	$90.00	$90.00	$90.00				
	Safety, Additional or Electrical Reconnect	$90.00	$90.00	$90.00				
	Re-inspection	$90.00	$90.00	$90.00				
	Final	$90.00	$90.00	$90.00				
	Contractor Registration	$25.00	$25.00	$25.00				
	REFUNDABLE PERFOMANCE BOND	$100.00	$100.00	$100.00				

ITEM G-2

To: Mr. Womack, City Manager
From: Ross Slusher, Public Works Director
Date: June 4, 2025
RE: MDOT TEDF Program – Pine Street Reconstruction Resolution – Contract #25-5284

STAFF RECOMMENDATION

Adopt the municipal resolution #2025-10 for MDOT Contract #25-5284 - Pine Street Reconstruction, as required to receive funding through the MDOT Transportation Economic Development Fund Program, which names the city officials who are authorized to sign documents.

CURRENT OR NEW INFORMATION

The City has received $250,000 in funding from the MDOT Transportation Economic Development Fund (TEDF) Program to assist with the Pine Street Reconstruction Project. The project consists of reconstruction of Pine Street from Oregon Street to Park Street and milling and resurfacing Pine Street from Park Street to Nepessing Street. The total project cost estimate not including design and construction engineering is $809,000 with the City's share of the construction cost estimated at $559,000.

A resolution is required as part of the MDOT TEDF Program funding contract process. At this time, I am requesting the Lapeer City Commission adopt the attached resolution.

BACKFROUND OR PREVIOUSLY SUBMITTED INFORMATION

AGENDA ITEM REVIEW

Meeting Date:	**June 16, 2025**	**Date Reviewed:**	**June 10, 2025**
Consent:			
Administrative:	**X**	**Reviewed By:**	**City Clerk's Office**
Public Hearing:			

RESOLUTION #2025-10
CITY OF LAPEER
MUNICIPAL RESOLUTION
MICHIGAN DEPARTMENT OF TRANSPORTATION
CONTRACT NO: 25-5284
JOB NUMBER: 222888CON

At a regular meeting of the Lapeer City of Commission on Monday, June 16, 2025 at 6:30 p.m. at Lapeer City Hall, 576 Liberty Park, in the City of Lapeer, County of Lapeer, Michigan.

Present:
Absent:

Moved by: Commissioner Seconded by: Commissioner

WHEREAS, the Michigan Department of of Transportation (MDOT) Contract #25-5284 includes the following project:

Part A – State Participation
Hot mix asphalt base crushing, aggregate base, shaping, resurfacing and concrete curb and gutter along Pine Street from Oregon Street to Park Street, and hot mix asphalt cold milling and resurfacing from Park Street to Nepessing Street, including as needed catch basins and storm sewer; and all together with necessary related work.

Part B – No State Participation
Water main replacement from Oregon Street to Law Street, including valves, fire hydrants and water services; and all together with necessary related work.

THEREFORE, BE IT RESOLVED THAT, the Michigan Department of Transportation Contract # 25-5284, Job # 222888CON for the Pine Street Reconstruction Project as described above between the Michigan Department of Transportation and the City of Lapeer is hereby accepted and City Manager Mike Womack and Director of Public Works Ross Slusher are authorized to sign the required documents.

YEAS:
NAYS:
MOTION CARRIED. RESOUTION 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 June 16, 2025, in compliance with Act No. 267 of the Public Acts of 1967.

Romona Sanchez, CMC
City Clerk

TED (B) COM
NON FED

Control Section EDB 44000
Job Number 222888CON
Contract No. 25-5284

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the CITY OF LAPEER, a Michigan municipal corporation, hereinafter referred to as the “REQUESTING PARTY;” for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Lapeer, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated May 21, 2025, attached hereto and made a part hereof:

PART A – STATE PARTICIPATION
Hot mix asphalt base crushing, aggregate base, shaping, resurfacing and concrete curb and gutter along Pine Street from Oregon Street to Park Street, and hot mix asphalt cold milling and resurfacing from Park Street to Nepessing Street, including as needed catch basins and storm sewer; and all together with necessary related work.

PART B – NO STATE PARTICIPATION
Water main replacement from Oregon Street to Law Street, including valves, fire hydrants and water services; and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the “State;” and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 9(1)(b); Public Act of 1987, as amended, and is categorized as:

CATEGORY “B” FUNDED PROJECT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT may make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 5. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.

B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, standards, and regulations.

C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes and regulations.

(1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.

(2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.

D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes and regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.

The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.

E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications

and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.

F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project manager who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

(1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.

(2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.

(3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category B shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) 48 percent of the approved and responsible low bid amount, or (2)

$250,000, the grant amount. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed the grant amount. The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of 48 percent of the total of such costs.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice.

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that

documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

7. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, State and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Michigan Department of Environment, Great Lakes, and Energy, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

8. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy , shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant #804 shall be forfeited back to the DEPARTMENT.

9. If State funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

10. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq. as amended, which is incidental to the completion of the PROJECT.

11. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

12. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.

13. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

14. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

15. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth

in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

16. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF LAPEER

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
for Department Director MDOT

May 21, 2025

EXHIBIT I

CONTROL SECTION EDB 44000
JOB NUMBER 222888CON

ESTIMATED COST

Estimated PROJECT COST	PART A	PART B	TOTAL
Contracted Work	$524,000	$285,000	$809,000

ESTIMATED COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$524,000	$285,000	$809,000
Less TED FUNDS*	$250,000	$ 0	$250,000
BALANCE (REQUESTING PARTY'S SHARE)	$274,000	$285,000	$559,000

NO DEPOSIT

*TED FUNDS for the PROJECT are limited to an amount as described in Section 5.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

ITEM G-3

To: Mike Womack, City Manager
From: Ross Slusher, Director of Public Works
Date: June 2, 2025
RE: 2025-2026 Solid Waste Licenses

STAFF RECOMMENDATION

Recommend approval of 2025-2026 Solid Waste Collection Licenses for the following companies:

1. Tri County Refuse (a.k.a. Republic Services of Flint)
2. Rick Rhein Disposal
3. GFL Environmental

CURRENT OR NEW INFORMATION

All required information and license fees for the 2025-2026 Solid Waste Licenses have been received and reviewed from the three companies listed above.

Tri County Refuse (aka Republic Services of Flint) offers various sizes of front load dumpsters to commercial customers at varying rates.

Rick Rhein Disposal provides commercial and residential pick-up services and has increased their rate from $21 to $22 per month per residential household as of June 1, 2025. **GFL**

Environmental services the Hunters Creek Mobile Home Park for $14.50 per unit as well as roll-off and front load dumpsters to commercial customers at varying rates.

Attachments

RS/kah

AGENDA ITEM REVIEW

Meeting Date:	**June 16, 2025**	**Date Reviewed:**	**June 10, 2025**
Consent:			
Administrative:	**X**	**Reviewed By:**	**City Clerk's Office**
Public Hearing:			

CITY OF LAPEER
APPLICATION TO OBTAIN
LICENSE FOR SOLID WASTE COLLECTION

COMPANY NAME: Tri County Refuse

ADDRESS: 4101 Holiday Dr. Flint MI. 48507

APPLICANT'S NAME: Jason Gagne

PHONE #: 810-223-7547 **EMAIL:** Jgagne@republicservices.com

LICENSE REQUESTED FOR THE YEAR OF: 2025-2026

ATTACHMENTS REQUIRED FOR OBTAINING LICENSE:

1. Attach a current financial statement (balance sheet).
2. Attach current certificate of insurance.
3. Attach a current rate schedule.
4. Attach a list of complete services offered to customers.
   (Recycling must be an offered service for residential customers.)
5. Attach a list of the equipment to be used in the City of Lapeer and indicate the ID numbers and if the equipment is owned or leased.
6. Attach a list of references. (Must have at least two.)

ANSWER THE FOLLOWING QUESTIONS:

1. Number of years in business under present name: 30 + yrs.
2. Current # of customers served in City of Lapeer: 0 Residential 70 Commercial.
3. Address of where equipment is parked or stored: 4101 Holiday dr. Flint MI 48507
4. Has the company ever been denied or had a license revoked from a municipality?
   Yes _____ No X
   If yes, please explain: _____
5. Does the company agree to conduct all residential pick up service on Tuesday?
   Yes _____ No X

I, THE UNDERSIGNED, AGREE TO COMPLY WITH ALL PROVISIONS OF THE SOLID WASTE COLLECTION AND DISPOSAL ORDINANCE OF THE CITY OF LAPEER AND ALL OTHER LAWS, ORDINANCES, RULES AND REGULATIONS APPLICABLE TO THE CONDUCT OF SUCH BUSINESS NOW IN FORCE OR WHICH MAY HEREAFTER BE ADOPTED.

Jason Gagne
Signature of Applicant

Route Manager
Title

5/13/25
Date

For questions concerning this application, please contact Kim Hodge, Department of Public Works Administration Office, at (810) 664-4553.

THE CITY OF LAPEER MICHIGAN

CITY OF LAPEER
APPLICATION TO OBTAIN
LICENSE FOR SOLID WASTE COLLECTION

COMPANY NAME: Rick Rhein Disposal

ADDRESS: 31000 Davis Lake Rd

APPLICANT'S NAME: Richard Rhein

PHONE #: 810 667 4824 **EMAIL:** rickrheindisposal@hotmail.com

LICENSE REQUESTED FOR THE YEAR OF: 2025-2026

ATTACHMENTS REQUIRED FOR OBTAINING LICENSE:

1. ✓ Attach a current financial statement (balance sheet).
2. ✓ Attach current certificate of insurance.
3. ✓ Attach a current rate schedule.
4. ✓ Attach a list of complete services offered to customers.
   (Recycling must be an offered service for residential customers.)
5. Attach a list of the equipment to be used in the City of Lapeer and indicate the ID numbers and if the equipment is owned or leased.
6. ✓ Attach a list of references. (Must have at least two.)

ANSWER THE FOLLOWING QUESTIONS:

1. Number of years in business under present name: 32.
2. Current # of customers served in City of Lapeer: 1900 Residential 320 Commercial.
3. Address of where equipment is parked or stored: 1987 Gray Rd Lapeer MI 48446.
4. Has the company ever been denied or had a license revoked from a municipality?
   Yes _____ No ✓
   If yes, please explain: _____
5. Does the company agree to conduct all residential pick up service on Tuesday?
   Yes ✓ No _____

I, THE UNDERSIGNED, AGREE TO COMPLY WITH ALL PROVISIONS OF THE SOLID WASTE COLLECTION AND DISPOSAL ORDINANCE OF THE CITY OF LAPEER AND ALL OTHER LAWS, ORDINANCES, RULES AND REGULATIONS APPLICABLE TO THE CONDUCT OF SUCH BUSINESS NOW IN FORCE OR WHICH MAY HEREAFTER BE ADOPTED.

Signature of Applicant

Office Manager - Katelyn Rhein
Title

05/016/25
Date

For questions concerning this application, please contact Kim Hodge, Department of Public Works Administration Office, at (810) 664-4553.

THE CITY OF LAPEER MICHIGAN

CITY OF LAPEER
APPLICATION TO OBTAIN
LICENSE FOR SOLID WASTE COLLECTION

COMPANY NAME: GFL Environmental

ADDRESS: 2051 W. Bristol Rd Flint 48507

APPLICANT'S NAME: Chris Thornsberry

PHONE #: 586-519-3818 **EMAIL:** Cthornsberry1@gflenv.com

LICENSE REQUESTED FOR THE YEAR OF: 2025-2026

ATTACHMENTS REQUIRED FOR OBTAINING LICENSE:

1. Attach a current financial statement (balance sheet).
2. Attach current certificate of insurance.
3. Attach a current rate schedule.
4. Attach a list of complete services offered to customers.
   (Recycling must be an offered service for residential customers.)
5. Attach a list of the equipment to be used in the City of Lapeer and indicate the ID numbers and if the equipment is owned or leased.
6. Attach a list of references. (Must have at least two.)

ANSWER THE FOLLOWING QUESTIONS:

1. Number of years in business under present name: 18.
2. Current # of customers served in City of Lapeer: 406 Residential 39 Commercial.
3. Address of where equipment is parked or stored: 2051 W. Bristol Rd.
4. Has the company ever been denied or had a license revoked from a municipality?
   Yes _____ No P
   If yes, please explain: _____
5. Does the company agree to conduct all residential pick up service on Tuesday?
   Yes _____ No P Hunters Creek MHC is monday Service

I, THE UNDERSIGNED, AGREE TO COMPLY WITH ALL PROVISIONS OF THE SOLID WASTE COLLECTION AND DISPOSAL ORDINANCE OF THE CITY OF LAPEER AND ALL OTHER LAWS, ORDINANCES, RULES AND REGULATIONS APPLICABLE TO THE CONDUCT OF SUCH BUSINESS NOW IN FORCE OR WHICH MAY HEREAFTER BE ADOPTED.

Signature of Applicant

Operations Manager
Title

5-27-2025
Date

For questions concerning this application, please contact Kim Hodge, Department of Public Works Administration Office, at (810) 664-4553.

ITEM G-4

To: Mike Womack, City Manager
From: Rodney Church, Director of Parks, Recreation & Cemetery
Date: June 9, 2025
RE: Community Center Boiler Replacement Project
DiClemente Siegel Design Inc. Proposal for Professional Services

STAFF RECOMMENDATION

To approve DiClemente Siegel Design Inc. proposal for Professional Services for engineering and bid assistance to replace the Boilers at the Lapeer Community Center not to exceed $35,200, and authorize the Director of Parks, Recreation Services to sign all necessary documents.

CURRENT OR NEW INFORMATION

The current 30-year-old original to the Lapeer Community Center Cleaver Brooks Boilers need to be replaced. The boilers constantly require maintenance and repairs that are becoming extremely expensive. The new boilers will be energy efficient and will save us money on maintenance costs. During the FY 25/26 budget and capital improvement plan process, $400,000 was approved for the project, with TIFA 1 funds paying for it. The plan is to have the new boilers replaced prior to winter 2025. Once the bid process wraps up, an agreement will be presented to the commission for approval on hiring the Contractor to perform the work.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

None.

AGENDA ITEM REVIEW

Meeting Date:	**June 16, 2025**	**Date Reviewed:**	**June 10, 2025**
Consent:			
Administrative:	**X**	**Reviewed By:**	**City Clerk's Office**
Public Hearing:			

DiClemente Siegel Design Inc.
ENGINEERING & ARCHITECTURE
28105 Greenfield Road, Southfield, MI 48076
P:248.569.1430 F: 248.569.0096

December 17, 2024

City of Lapeer
Community Center/Recreation Offices
880 S. Saginaw Street
Lapeer, MI 48446

Attn: Mr. Rodney Church
Director of Parks, Recreation and Cemetery

Re: Proposal for Professional Services
City of Lapeer Community Center
Boiler Replacement
DSD Project No. 24-1313

Dear Rodney:

DiClemente Siegel Design Inc. (DSD) is pleased to present this proposal to the City of Lapeer Michigan for the above referenced project. Mr. Chuck McKale visited the site on December 9, 2024, and discussed the project with you and the following is our understanding of the project.

PROJECT DESCRIPTION

The building heating hot water system serving the City of Lapeer Community Center is located in a Mechanical Penthouse. The system consists of two (2) Cleaver Brooks model FLX 700-200 flexible watertube hot water boilers with forced draft burners. The boilers have an input capacity of 2,000 MBH each, with an efficiency of 80%, and an output capacity of 1,600 MBH each. The heating hot water is distributed to the heating coils by two (2) Patterson end suction pumps with a flow rate of 300 gpm and a head of 55 feet. The heating hot water system has a master 3-way mixing valve to allow lower temperature water to be distributed to the building while maintaining a minimum heating hot water return temperature of 140°F to the boilers. The boiler flues are routed up through the roof. The combustion air is provided by a makeup air unit. The boiler system is connected to the Building Management System (BMS). The heating hot water system was installed in 1993 and has reached the end of its' service life.

The City of Lapeer intends to replace the heating hot water boilers and pumps. The new boilers will be high efficiency condensing boilers. The boiler flues will be replaced and new combustion air intakes will be installed. The new boilers and pumps will be based on the building heating load, operating efficiency, cost and physical size. Emergency Stops will be installed at the existing exits from the Mechanical Penthouse per ASME CSD-1. The boilers will be connected to the existing BMS. The new system components will need to fit through existing doors from the penthouse to the adjacent roof.

DSD proposes to provide architectural and engineering services for this project.

SCOPE OF SERVICES

1. Attendance at a project kick-off meeting.

2. Review of existing record documents.

3. Field observations of existing conditions.

4. Attendance at one (1) planning meeting.

5. Submission of 50 percent and 100 percent review documents.

6. Attendance at 50 percent and 100 percent review meetings.

7. Development of construction documents to include drawings and specifications for one (1) bid package.

8. Revision of the documents to incorporate Owner's review comments based on the contracted scope of work.

9. Submission of a permit set to the City of Lapeer for approval.

10. Preparation of a Request For Proposal (RFP) to be submitted to Contractors for bidding purposes.

11. Assistance with development of a conceptual construction schedule.

12. Assistance with reviewing bids and recommendation for bid award.

13. Construction phase services including:

    a) Attendance at a construction kick-off meeting with the Contractor.

    b) Review of shop drawing submittals for materials and equipment specified and requested by DSD, including balance and start up reports, where applicable.

    c) Preparation of bulletins to clarify construction documents.

    d) Review and assist the City of Lapeer with Contractor change requests.

    e) Attendance at up to four (4) field observations and/or construction meetings to review work in progress.

    f) Review draft contractor pay applications.

    g) Preparation of a final punch list.

    h) Provide project closeout coordination and assistance.

14. Preparation of record drawings at the completion of construction based on contractor provided documentation.

CLIENT RESPONSIBILITIES

It is understood that the City of Lapeer will provide the following information and/or assistance to DSD:

1. Operational personnel to be present during DSD field investigations.

2. Architectural, mechanical, and electrical record drawings.

3. Assignment of a single project manager to serve as liaison between the City of Lapeer and DSD.

4. Daily on-site supervision of the construction process.

5. The handling of services related to hazardous substance testing, removal or abatement.

6. The removal of panel board covers and/or other electrical gear to facilitate as-built documentation development within equipment.

CONSULTANTS

We propose to utilize the following consultants:

None.

FEE

We propose to provide our services on an hourly basis in accordance with the DSD Rate Schedule.

Our not-to-exceed fee for professional services and reimbursable expenses is **Thirty-Five Thousand Two Hundred ($35,200.00) Dollars**, including related expenses.

SERVICES NOT INCLUDED

The following services are not included in our fee proposal or scope of services:

1. Trips for review and/or construction meetings in excess of those indicated under Scope of Services.

2. Changes to the documents previously accepted as the project scope. This includes any value engineering/value analysis services after the establishment of a budget and related scope.

3. Attendance at meetings to secure approval of agencies having jurisdiction.

4. Responsibility for any testing or construction means, methods, techniques and job site safety.

5. Development of probable construction cost estimates.

6. Preparation of procurement sheets or a bill of materials.

7. Preparation of bulletins during construction due to unforeseen site conditions or Owner revisions to completed design work.

8. Corrective action for any existing architectural, mechanical, or electrical system deficiencies, unless specifically included in the Project Description and fee for this project.

9. Update and/or documentation of arc flash requirements or labeling for any electrical panels, control panels, bus plugs, etc., added with this project.

ADDITIONAL SERVICES

If we are requested to increase the scope of services beyond that which is defined within this proposal or if we are required to make changes during the preparation of the documentation after the approval of the basic concepts, we will provide services for a fee negotiated on the basis of the additional work requested.

SCHEDULE

We can begin the work one (1) week after your written authorization to proceed and anticipate completion within eight (8) weeks thereafter, (based on timely provided owner information).

INSTRUMENTS OF SERVICE

The contract documents are Instruments of Service for use solely with respect to this Project. DSD and DSD's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. DSD grants to the Owner a nonexclusive license to reproduce DSD's Instruments of Service solely for purposes of constructing, using and maintaining the Project.

INVOICES AND PAYMENTS

Invoices for our engineering services will be submitted monthly as the work progresses. Reimbursable expenses will be billed as we are billed by the appropriate vendor. Payments are expected within 30 days after your receipt of our invoices. Interest shall be due and payable on all past due accounts at the rate of 1-1/2 percent per month.

MEDIATION

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect.

INSURANCE

For the protection of our clients and our firm, we carry professional and general liability insurance. A copy of our certificate of insurance will be provided upon request.

We will maintain the fee quoted herein firmly for 60 days. If you require any additional information, please contact this office.

Sincerely,

DiCLEMENTE SIEGEL DESIGN INC.

Chuck McKale, P.E.
Vice President
Director of Mechanical Engineering

Concur:

Bart J. Reed
President

Enclosure: Acceptance Form
DSD Rate Schedule
Attachment "A"

/dcm

ACCEPTANCE

If this proposal meets with your approval, please indicate your authorization to proceed by signing this ACCEPTANCE and returning a copy to us.

ACCEPTED BY: _____
(Signature)

NAME: _____

TITLE: _____

DATE: _____

PURCHASE ORDER #: _____

Please reference our proposal on your purchase order as follows:

Terms and conditions shall be in accordance with those outlined in the DiClemente Siegel Design Inc. Project No. 24-1313 dated December 17, 2024.

DiClemente Siegel Design Inc.
Engineering & Architecture
28105 Greenfield Road, Southfield MI 49076
1075 East Bristol Rd. Burton, MI 48529

CLASSIFICATION & FLAT RATE SCHEDULE

CLASSIFICATIONS	RATE
Clerical/Technical Writer	$75.00
Project Financial Accounting	$90.00
Building Systems Modeler (Autocad/Revit)	$90.00
Senior Building Systems Modeler (Autocad/Revit)	$100.00
Architectural/Engineering Designer	$115.00
Architectural Designer (Bachelor's Degree)	$130.00
Engineer (Bachelor's Degree)	$130.00
Associate	$160.00
Senior Associate	$170.00
Principal	$190.00
Principal and Project Executive	$200.00

Effective December 1, 2024

DiClemente Siegel Design Inc.
Engineering & Architecture
28105 Greenfield Road, Southfield MI 49076
1075 East Bristol Rd. Burton, MI 48529

ATTACHMENT "A"

REIMBURSABLE EXPENSES

ALLOWABLE REIMBURSABLES WITH NO MARK-UP

1. Travel and living expenses when traveling in connection with the project will be charged at our net cost.

2. Mileage will be charged at the current IRS approved rate in excess of 50 miles round trip.

3. Reproduction will be charged at our net cost.

4. Shipping, postage and handling for all documents.

5. Photographic work related to client requested services will be charged at our cost.

ALLOWABLE REIMBURSABLES WITH 5% MARK-UP

1. Surveying, test boring, laboratory tests, and outside consultant fees will be charged at 1.05 times our net cost.

Note: Classification Billing Rates to be applied for Professional Services through December 31, 2024.

ITEM G-5

To: Mike Womack, City Manager
From: Rodney Church, Director of Parks, Recreation & Cemetery
Date: June 9, 2025
RE: MDOT Contract #25-5280 & Resolution

STAFF RECOMMENDATION

Adopt municipal resolution #2025-11 for MDOT Contract #25-5280 – M-24 Tunnel Connection Project, which approves the contract presented by MDOT and names the city officials who are authorized to sign documents.

CURRENT OR NEW INFORMATION

The City of Lapeer was awarded a Michigan Department of Transportation (MDOT) – Transportation Alternatives Program (TAP) grant. The funds will be used to construct a concrete shared use path construction along the west side of M-24 south of Genesee Street from the existing at-grade sidewalk to the existing west tunnel entrance and asphalt shared use path and concrete sidewalk from the existing east tunnel entrance to and within Cramton Park, including earthwork and grading, subbase and aggregate base, modular block wall, drainage, fencing, landscaping and permanent signing; and all together with necessary related work.

The federal funds will be applied to the eligible items only in Part A of the agreement, up to the lesser of: (1) $598,000 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the Part A portion of the project is not exceeded at the time of the award of the construction contract. The balance of the Part A portion of the project cost, after deduction of federal funds, will be paid by the City. The City is also responsible for Part B portion of the project cost, in addition to all construction engineering fees.

The city share of the project has been budgeted and approved as part of the FY25/26 budget and capital improvement planning process.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

AGENDA ITEM REVIEW

Meeting Date:	**June 16, 2025**	**Date Reviewed:**	**June 10, 2025**
Consent:			
Administrative:	**X**	**Reviewed By:**	**City Clerk's Office**
Public Hearing:			

RESOLUTION #2025-11
CITY OF LAPEER
MUNICIPAL RESOLUTION
MICHIGAN DEPARTMENT OF TRANSPORTATION
CONTRACT NO: 25-5280
JOB NUMBER: 221503CON

At a regular meeting of the Lapeer City Commission of the City of Lapeer, County of Lapeer, Michigan, held on June 16, 2025, at the Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan, there were:

PRESENT:
ABSENT:

MOVED BY: Commissioner SECONDED BY: Commissioner

WHEREAS, the Michigan Department of Transportation (MDOT) Contract #25-5280 includes the following project:

PART A – FEDERAL PARTICIPATION
Concrete shared use path construction along the west side of M-24 south of Genesee Street from the existing at-grade sidewalk to the existing west tunnel entrance and asphalt shared use path and concrete sidewalk from the existing east tunnel entrance to and within Cramton Park, including earthwork and grading, subbase and aggregate base, modular block wall, drainage, fencing, landscaping and permanent signing; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION
Audio video survey along the limits as described in PART A; and all together with necessary related work.

BE IT RESOLVED THAT:

1. The MDOT Contract #25-5280 for the project described above between MDOT and the City of Lapeer is hereby accepted.
2. The City Manager Mike Womack and Director of Parks, Recreation & Cemetery Rodney Church are authorized representatives to sign required documents.

AYES:
NAYS:
MOTION CARRIED. RESOLUTION DECLARED ADOPTED.

CERTIFICATION:
I herby 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 June 16, 2025, in compliance with Act No. 267 of the Public Acts of 1967.

_____
Romona Sanchez, CMC
City Clerk, City of Lapeer

TAP DA

Control Section	TAUL 44000
Job Number	221503CON
Project	25A0596
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5280

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF LAPEER, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Lapeer, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 13, 2025, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION
Concrete shared use path construction along the west side of M-24 south of Genesee Street from the existing at-grade sidewalk to the existing west tunnel entrance and asphalt shared use path and concrete sidewalk from the existing east tunnel entrance to and within Cramton Park, including earthwork and grading, subbase and aggregate base, modular block wall, drainage, fencing, landscaping and permanent signing; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION
Audio video survey along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

(2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

(3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.

C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A
Federal Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) $598,000 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B
The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein

provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(I) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work

by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections, and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control, or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

In accordance with the permit issued to the REQUESTING PARTY by the DEPARTMENT, the facilities constructed as the PROJECT and allowed on state trunkline right-of-way shall be placed and maintained in a manner which will not impair the state trunkline or interfere with the reasonable safe and free flow of traffic. Should the facilities constructed as the PROJECT interfere with future trunkline highway operations or safety, the REQUESTING PARTY agrees to the modification of said facilities as required by the DEPARTMENT. The REQUESTING PARTY shall be responsible for the performance of and the costs associated with any such changes.

The REQUESTING PARTY agrees that the PROJECT location will be maintained so as to assure that any Trunkline facilities, structures and the area within the Trunkline right of way boundaries will be kept in good condition, both as to safety and appearance, and that maintenance of the facilities by the REQUESTING PARTY will be accomplished in a manner so as not to cause interference with the reconstruction, maintenance or operation of the Trunkline facility and right of way. The REQUESTING PARTY will obtain a permit from the DEPARTMENT for any future maintenance work within the trunkline right-of-way.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and

specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF LAPEER

By_____
Title:

By _____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
for Department Director MDOT

REVIEWED
By Larry Doyle at 12:40 pm, 5/28/25

May 13, 2025

EXHIBIT I

CONTROL SECTION	TAUL 44000
JOB NUMBER	221503CON
PROJECT	25A0596

ESTIMATED COST

CONTRACTED WORK

	PART A	PART B	TOTAL
Estimated Cost	$763,830	$ 2,000	$765,830

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$763,830	$ 2,000	$765,830
Less Federal Funds*	$598,000	$ 0	$598,000
BALANCE (REQUESTING PARTY'S SHARE)	$165,830	$ 2,000	$167,830

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

> The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

ITEM G-6

To: Mike Womack, City Manager
From: Ross Slusher, Director of Public Works
Date: June 10, 2025
RE: Capital Improvement Project - Police Vehicles - Project #10470

STAFF RECOMMENDATION

Approve the preorder and subsequent purchase of two 2025 4-wheel drive Chevrolet Tahoes with the police package from Berger Chevrolet Inc. in the amount of $53,664 per vehicle.

CURRENT OR NEW INFORMATION

Scheduled replacement of two front-line police vehicles and along with related equipment required for the vehicles. Rotation of vehicles is necessary to maintain a maximum front line vehicle age of five (5) years with the police package Chevy Tahoe.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

The continued replacement of vehicles within the police fleet provides for lower maintenance costs and reduced down time of the vehicles. A proactive rotation plan of front-line police vehicles provides reliable vehicles capable of responding to the daily activities associated with police work. This rotation also allows the replaced vehicles to be allocated to other city departments while these vehicles still have a useful service life. Additional equipment purchases are required to outfit and update the vehicles with the required police equipment that is not sold or installed by the manufacturer. Vehicles are outfitted with equipment and made ready for patrol service by the City of Lapeer mechanics, which reduces outfitting cost while increasing the quality of the installation.

AGENDA ITEM REVIEW

Meeting Date:	**June 16, 2025**	**Date Reviewed:**	**June 10, 2025**
Consent:			
Administrative:	**X**	**Reviewed By:**	**City Clerk's Office**
Public Hearing:			

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle $53,664.00

Number of units 1

$53,664.00

Vehicle Description:

Year 2025

Make Chevrolet

Model Tahoe 4wd
police package

Vendor:
Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 575-9629

Fax (616) 988-9178

Bid Prepared For :

City of Lapeer

Price includes title fee and delivery. Price based on Municipal discount in the State of Michigan.

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 6/4/2025

Berger Chevrolet Inc

Robert Evans | 6162925749 | bevans@bergerchevy.com

Berger 5 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK10706	2025 Chevrolet Tahoe 4WD 4dr Commercial

COLORS

CODE	DESCRIPTION
GBA	Black

OPTIONS

CODE	DESCRIPTION
___	Active Hill Hold Assist (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
___	Seat belts, 3-point, all seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
___	Capless Fuel Fill (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
___	Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
___	Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
___	Exterior ornamentation delete (front & rear Chevrolet bowties will remain) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
___	Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
___	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
___	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
___	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
1FL	Commercial Preferred Equipment Group includes standard equipment
5J3	Calibration, Surveillance Mode interior lighting (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
5J9	Calibration, taillamp flasher, Red/White (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

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Data Version: 25627. Data Updated: Jun 3, 2025 6:48:00 PM PDT.

Berger Chevrolet Inc
Robert Evans | 6162925749 | bevans@bergerchevy.com

Berger 5 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

OPTIONS

CODE	DESCRIPTION
5LO	Calibration, taillamp flasher, Red/Red (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
5T5	Seats, front cloth and second row vinyl (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. On 4WD model, not available with (A50) front bucket seats.)
6C7	Lighting, red and white front auxiliary dome Red and white LED auxiliary dome lamp is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
6E2	Fleet Calibration provides a single key with a specific code that is common to the door locks of all the vehicles in the vehicle fleet. Key code is an alternate to SEO (6E8) complete vehicle fleet common key. NOTE: NOT COMPATIBLE with previous model years (Requires (AMF) Remote Keyless Entry Package. Includes (AU7) fleet common key with (9C1) Police Vehicle or (5W4) Special Service Vehicle. Not available with SEO (6E8) Fleet Calibration.)
6J3	Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
6N5	Switches, rear window inoperative (rear windows can only operate from driver's position.) (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
6N6	Door locks and handles, inside rear doors inoperative (door can only be opened from outside) (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
7X3	Spotlamp, left-hand (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Not available with SEO (7X2) left and right-hand spotlamps.)
9C1	Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails and (ATD) third row seat delete) (Also includes (NP0) active single-speed transfer case.) *Upon selection of this option the base price will change*
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
AMF	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
ATD	Seat delete, third row (Included and only available with (9C1) Police Package or (5W4) Special Service Package.)
AU7	Key common, fleet (Included and only available with SEO (6E2) Fleet Calibration or SEO (6E8) Fleet Calibration and requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

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Berger Chevrolet Inc
Robert Evans | 6162925749 | bevans@bergerchevy.com

Berger 5 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

OPTIONS

CODE	DESCRIPTION
AYH	Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Services Vehicle.)
AZ3	Seats, front 40/20/40 split-bench (Included and only available with (9C1) Police Vehicle and (5W4) Special Service Vehicle.)
BCV	Lock control, driver side auto door lock disable (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
BTV	Remote start (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
C6G	GVWR, 7600 lbs. (3447 kg) (4WD models only.) (STD)
FE9	Emissions, Federal requirements
GBA	Black
GU5	Rear axle, 3.23 ratio
H1T	Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
K34	Cruise control, electronic with set and resume speed (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
KX4	Alternator, 250 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
MHU	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (Included and only available with (9C1) Police Vehicle.)
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)
RC1	Skid plate, front (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Vehicle.)
T66	Wiring provision, for outside mirrors and cargo side mirrors (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
UD7	Rear Parking Assist (Included and only available with (9C1) Police Vehicle and (5W4) Special Service Vehicle.)

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Berger Chevrolet Inc

Robert Evans | 6162925749 | bevans@bergerchevy.com

Berger 5 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

OPTIONS

CODE	DESCRIPTION
URW	Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)
UT7	Ground wires, blunt cut cargo area and blunt cut console area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
UTQ	Theft-deterrent system content, disable, the alarm and horn become non-functional in an attempt of theft to the vehicle (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
V53	Luggage rack side rails, delete (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Package.)
V76	Recovery hooks, 2 front, frame-mounted, Black (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly (Included with SEO (6J8) White Left/White Right Whelen LED Lamp Package, SEO (6J9) Red Left/Red Right Whelen LED Lamp Package, SEO (6JE) Blue Left/Blue Right Whelen LED Lamp Package, SEO (6JG) Red Left/Blue Right Whelen LED Lamp Package, SEO (6C7) red and white front auxiliary dome lighting, SEO (6N6) door locks and handles, SEO (7X2) left- and right-hand spotlamps, SEO (7X3) left-hand spotlamp, SEO (T53) alternate flashing Red & Blue rear compartment lid warning lamps, SEO (UN9) Radio Suppression Package, SEO (6J3) grille lamps and siren speakers wiring, SEO (6J4) horn and siren circuit wiring and SEO (WX7) auxiliary speaker wiring.)
VZ2	Speedometer calibration (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
WUA	Fascia, front high-approach angle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)
Z56	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar (Included and only available with (9C1) Police Vehicle.)

Options Total

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Data Version: 25627. Data Updated: Jun 3, 2025 6:48:00 PM PDT.

Berger Chevrolet Inc
Robert Evans | 6162925749 | bevans@bergerchevy.com

Berger 5 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

Rear axle, 3.23 ratio

Suspension, Premium Smooth Ride

GVWR, 7600 lbs. (3447 kg) (4WD models only.) (STD)

Keyless start, push button

Automatic Stop/Start (Not available when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Engine control, stop/start system disable button, non-latching (Not available when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Engine air filtration monitor

Fuel, gasoline, E15

Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed

Differential, mechanical limited-slip

4-wheel drive

Air filter, heavy-duty

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Alternator, 220 amps (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Exhaust, single system, single-outlet

Mechanical Jack with tools

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Berger 5 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

Tires, 265/65R18SL all-season, blackwall (Standard with (RCV) 18" Bright Silver painted aluminum wheels only.) (STD)

Wheel, full-size spare, 17" (43.2 cm) steel

Tire, spare P265/70R17 all-season, blackwall

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper

Fascia, front

Luggage rack side rails, roof-mounted, Black, standard (Available with (5W4) Special Services Vehicle.)

Assist steps, Black with chrome accent strip

Headlamps, LED

Tail lamps, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

Entertainment

Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)

Audio system feature, 6-speaker system

Bluetooth for phone personal cell phone connectivity to vehicle audio system

5G Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

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Entertainment

Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

SiriusXM, delete

Wireless Apple CarPlay/Wireless Android Auto

Interior

Seats, front bucket (4WD only. When ordered with (9C1) Police Vehicle, requires (PQA) 1FL Safety Package and (UDA) OnStar deactivated. Includes (D07) floor console. Not available with SEO (5Y1) front center seat delete or SEO (5T5) front cloth and second row vinyl seats.)

Seat adjuster, driver 8-way power

Seat adjuster, front passenger 6-way power

Seat adjuster, front passenger 8-way power

Seat adjuster, driver 2-way power lumbar

Seat adjuster, front passenger 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Package or (5W4) Special Service Package.)

Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)

Electronic Precision Shift

Steering column lock, electrical

Steering column, manual tilt and telescopic

Steering wheel, vinyl

Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)

Driver Information Center, 11" diagonal multi-color digital display

Door locks, power programmable with lockout protection and delayed locking

Keyless Open includes extended range Remote Keyless Entry

Window, power with driver Express-Up/Down

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

Adaptive Cruise Control (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Universal Vehicle Module

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Berger 5 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Interior

Theft-deterrent system, electrical, unauthorized entry

Display, automatic occupant sensing (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Wireless Phone Charging, for portable devices

USB ports, 2 type-A and C, charge and data, located on front console

USB ports, 2 type-C, charge-only, located in third row

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area

Sill plates, bright, front and rear door

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions

Cargo management system

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Interior

Forward Collision Alert (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Hill Start Assist

OnStar Services capable (On 4WD model, deleted when (UDA) OnStar deactivated is ordered. See onstar.com for details and limitations. Services vary by model. Service plan required.)

Enhanced Automatic Parking Assist (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

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Berger 5 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Safety-Interior

HD Surround Vision

Rear Camera Washer

Rear Pedestrian Alert

Forward Collision Alert (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Safety Alert Seat

Rear Seat Reminder

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (Defaulted off. Feature can be turned on in the infotainment menu.)

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Safety-Mechanical

Enhanced Automatic Emergency Braking

Reverse Automatic Braking (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

StabiliTrak, stability control system with brake assist, includes traction control

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Berger 5 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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ITEM G-7

To: Mike Womack, City Manager
From: Ross Slusher, Director of Public Works
Date: June 10, 2025
RE: Capital Improvement Project – WWTP ½ Ton Pickup Truck - Project #22969

STAFF RECOMMENDATION

Approve the preorder and subsequent purchase of 1/2-ton Ford F150 Super Cab Pickup from Lunghamer Ford in the amount of $46,522.00

CURRENT OR NEW INFORMATION

Purchase a new 1/2-ton pickup truck for the Wastewater Treatment Plant (WWTP) to replace the current 2015 3/4-ton pickup truck which would then be handed down to replace the 2012 truck that is being disposed of. This truck would be better suited for the electrician and would be an extended cab, which will allow sensitive tools to be placed inside the cab.

The cost of the vehicle will increase after July 1, 2025.

Deliver date is approximately 90-120 days Authorized Release of Order.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

The current truck is due to be replaced every 10 years per the equipment replacement schedule. The 3/4-ton truck will be transferred to the Parks Department for an additional five years.

AGENDA ITEM REVIEW

Meeting Date:	**June 16, 2025**	**Date Reviewed:**	**June 10, 2025**
Consent:			
Administrative:	**X**	**Reviewed By:**	**City Clerk's Office**
Public Hearing:			

Lunghamer Ford Of Owosso

June 3, 2025

City of Lapeer DPW
Attn: Robert Underhill
217 Bentley Street
PO Box 1030
Lapeer, MI 48446

Dear Robert Underhill:

Price on 2025 Vehicle State of Michigan Contract# MA 240000001208 and Macomb County Contract# 21-18 Bid:

2025 Ford F150 Super Cab 4x4 XL Pickup 6 ½' Box in White **$46,522.00 ea**

Order Cutoff Date: TBD.

Delivery date: Approximately 90-120 Days A.R.O.

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty. Service to be handled by your local Ford Dealer.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A $9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

2025 F-150
Super Cab XL
Major Standard Equipment

MECHANICAL
• 2.7L V6 EcoBoost® with Auto Start-Stop Technology (standard on 141" and 145")
• 5.0L V8 with Auto Start-Stop Technology (standard on 122" and 157")
• 4x4 Electronic-Shift-On-the-Fly (ESOF) with Neutral Towing Capability
• Auto Hold
• Axle, Front – Independent Front Suspension (IFS)
• Brakes – 4-Wheel Disc with ABS
• Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Trail – 4x2 only
• Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Deep Snow/Sand, Mud/Rut – 4x4 only
• Electronic Ten-Speed Automatic Transmission • Fail-Safe Cooling
• Jack
• Electric Parking Brake
• SelectShift® Automatic Transmission with Progressive Range Select
• Shock Absorbers, Gas – Heavy-Duty, Front
• Shock Absorbers, Gas – Heavy-Duty, Outboard Mounted, Rear
• Springs, Front – Coil
• Springs, Rear – Leaf, Two-Stage Variable Rate • Stabilizer Bar, Front
• Steering – Power, Rack-and-Pinion

EXTERIOR
• Bed Storage Boxes (NA w/ 8' Box)
• Bumper and Fascia, Front – Black
• Bumper, Rear – Black
• Cargo Lamp – integrated with Center High-mounted Stop Lamp
• Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
• Easy Fuel® Capless Fuel-Filler
• Exhaust – Single Rear
• F-150 Fender Badge
• Fuel Tank
— Standard Range 23 Gallon (Regular Cab 6.5' Box)
— Extended Range 36 Gallon (Regular Cab (NA w/ 6.5' Box), SuperCab and SuperCrew®)
• Fully Boxed Steel Frame
• Grille – Black Coast to Coast
• Handles, Black – Door and Tailgate with Black Bezel
• Hooks – Pickup Box Tie-Down, four (4)
• Hooks – Front Tow 4x4, two (2)
• Mirrors, Sideview – Manual-folding, Power Glass with Heat and Black Skull Caps
• Power Tailgate Lock
• Spare Tire Carrier – Rear Under Frame
• Spare Tire
• Stone Cuffs, Front & Rear
• Tailgate Lift Assist
• Tailgate – removable with key lock
• Tires
— 245/70R 17 BSW all-season tires (A/S) 4x2
— 265/70R 17 BSW all-terrain tires (A/T) 4x4
• Trailer Sway Control
• Trailer Towing – 4-pin wiring, ball mounting provisions in rear bumper
• Wheels – 17" silver steel
• Wipers – Intermittent speed

INTERIOR/COMFORT
• 12" Productivity Screen in Instrument Cluster
• Air Conditioning Registers – Black Vanes with Chrome Knob
• Auxiliary Audio Input Jack
• Black Vinyl Floor Covering
• Compass Display in Instrument Cluster
• Cruise Control
• Dome Light • Door trim – Soft armrest, grab handle and front map pockets
• Fade-to-Off Interior Lighting
• Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
• Grab Handles
— Front – A-Pillar, Driver and Passenger Side — Rear – B-Pillar (SuperCrew®)
• Horn – Dual-Note
• Illuminated Entry
• Manual Air Conditioning, Single Zone
• Outside Temperature Display
• Powerpoint 12V
• Power Door-Locks with Flip Key and Integrated Key Transmitter Keyless-Entry (incl. Autolock)
• Power Windows (Front/Rear) – One-touch Up/Down Driver and Passenger Front Windows (Rear Power Windows not available on Regular Cab)
• Rear-window with Fixed Glass and Solar Tint
• Rearview Mirror, Day/Night
• Scuff Plates – MIC, Front
• Seat, Front
— Vinyl 40/20/40
— 2-Way manual driver/passenger
— Armrest
• Seat, Rear
— Vinyl
— USB charging ports – two (2)
— 60/40 flip-up split seat (SuperCab)
— 60/40 flip-up split seat with elongated cushion (SuperCrew®)
• Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
• Visor, Driver Side; Visor with Mirror, Passenger-Side

SAFETY/SECURITY
• AdvanceTrac® w/RSC® (Roll Stability Control™)
• Airbags
— Driver and Passenger Front Airbags
— Driver and Passenger Seat-Mounted Side Airbags — Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage)
• Curve Control
• LED Reflector Headlamps – Black Bezels
• Perimeter Alarm
• Rainlamp Wiper Activated Headlamps
• Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
• SecuriLock® Passive Anti-Theft System (PATS)
• SOS Post-Crash Alert System™
• Tire Pressure Monitoring System (TPMS)
• Stolen Vehicle Services (1-year Plan Included)
• Ford Co-Pilot360™ 2.0
— Pre-Collision Assist with Automatic Emergency Braking (AEB)
o Pedestrian Detection
o Forward Collision Warning
o Dynamic Brake Support
— BLIS® with Cross-Traffic Alert
— Lane-Keeping System
o Lane-Keeping Alert
o Lane-Keeping Aid
o Driver Alert
— Rear View Camera
— Auto High Beams
— Reverse Sensing System
— Reverse Brake Assist
— Post-Collision Braking
• Autolamp – Auto On/Off Headlamps

FUNCTIONAL
• AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®)
• Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 7/4 pin-connector; Class IV trailer hitch receiver)
• FordPass™ Connect (5G)
— 5G LTE Wi-Fi hotspot connects up to 10 devices
— Schedule specific times to remotely start vehicle
— Locate parked vehicle
— Check vehicle status
• Hill Start Assist
• SYNC® 4 with Enhanced Voice Recognition (Incl. SiriusXM® with 360L)
— 12" LCD Capacitive Touchscreen with Swipe Capability
— Wireless Phone Connection
— Cloud Connected
— AppLink® w/App Catalog
— 911 Assist®
— Apple CarPlay® and Android Auto™ Compatibility
— Digital Owner's Manual
— Conversational Voice Command Recognition
— Connected Navigation.
• USB charging ports – two (2)
• USB data charging ports – two (2)

XL 101A Super Cab 6.5 Ft. Box 145" WB

[ ]	**Base Price X1K, 4x2** (2.7L V6 EcoBoost™ engine 6365 GVWR) 99P/44G	**$38,874.00**
[ ]	**Base Price X1K, 4x2** (5.0L 4V V8 engine 6940 GVWR) 995/44G	**$40,898.00**
[ ]	**Base Price X1K, 4x2** (3.5L V6 EcoBoost™ engine 6900 GVWR) 998/44G	**$40,898.00**
[ ]	**Base Price X1L, 4x4** (2.7L V6 EcoBoost™ engine 6550 GVWR) 99P/44G	**$42,286.00**
[x]	**Base Price X1L, 4x4** (5.0L 4V V8 engine 7100 GVWR) 995/44G	**$44,472.00**
[ ]	**Base Price X1L, 4x4** (3.5L V6 EcoBoost™ engine 7100 GVWR) 998/44G	**$44,472.00**

	Free Standing Options	**Option Code**	**Price**
[ ]	Cloth 40/20/40 Split Bench Seats	CS	N/C
[ ]	8-way Power Driver's Seat	91P	350.00
[x]	**LT265/70R17E BSW All-Terrain (A/T) Tires**	**T7C**	**295.00**
[ ]	Axle Locking Rear	XL_	570.00
[x]	**HIGH PACKAGE** • Interior Work Surfaces • LED Fog Lamps • 17" Silver Painted Aluminum Wheels • Chrome Bumpers • Electronic Rear Window Defroster • Rear Privacy Glass	**103A**	**1195.00**
[ ]	**TOW/HAUL PACKAGE** • Available with 5.0L V8 and 3.5L V6 Eco Boost Only • Trailer Brake Controller • Locking Rear Axle	**53T**	**785.00**
[x]	**Skid Plates 4x4 Only**	**413**	**160.00**
[ ]	Rear Window, Privacy Glass with Defroster	924	320.00
[x]	**Black Platform Running Boards**	**18B**	**250.00**
[ ]	Daytime Running Lights	942	50.00
[ ]	Engine Block Heater	41H	190.00
[ ]	Back up Alarm System	85H	220.00
[ ]	Front License Plate Holder	153	N/C
[x]	**Front and Rear Molded Splash Guards**	**DIO**	**150.00**
[ ]	Tailgate Step with Work Surface	63T	445.00
[ ]	Spray in Bedliner	96W	595.00
[ ]	Bed Liner – Plastic, Drop-in (NA w/ Cable Lock – 47S)	96P	350.00
[ ]	Weatherguard Aluminum Crossbed Toolbox – Matte Black	90B	1000.00
[ ]	Weatherguard Aluminum Crossbed Toolbox – Bright	90P	1000.00
[ ]	Tonneau Pickup Box Cover – Soft Folding **(Not available w/Toolbox)**	96T	590.00
[ ]	Tonneau Pickup Box Cover – Hard Folding **(Not available w/Toolbox)**	96X	1200.00
[ ]	Tonneau Pickup Box Cover – Retractable **(Not available w/Toolbox**	96J	2200.00
[ ]	LED Warning Strobes – Amber	94S	650.00
[ ]	LED Warning Strobes – Amber/White	94W	650.00

TOTAL $46,522.00 ea

Colors & Trim Availability:

Exterior		Interior (Med. Earth Grey)(AS)
Agate Black	(UM)	[ ]
Oxford White	**(YZ)**	**[x]**
Carbonized Gray	(M7)	[ ]
Antimatter Blue	(HX)	[ ]
Iconic Silver	(JS)	[ ]
Atlas Blue	(B3)	[ ]
SPECIAL PAINT		
Vermillion Red Add $660.00	**[E4}**	**[ ]**
School Bus Yellow Add $660.00	**[B1]**	**[ ]**
Omaha Orange Add $660.00	**[MB]**	**[ ]**

ITEM G-8

To: Mike Womack, City Manager
From: Ross Slusher, Director of Public Works
Date: June 10, 2025
RE: Capital Improvement Project – WWTP UTV - Project #22908

STAFF RECOMMENDATION

Approve the preorder and subsequent purchase of a Kubota RTVX-1100C Utility Vehicle from Flint New Holland Inc. in the amount of $22,992.44

CURRENT OR NEW INFORMATION

Purchase a new 6x4 Gator/Utility Task Vehicle (UTV) to replace the current one used at the Wastewater Treatment Plant (WWTP).

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

The existing 6x4 UTV needs an extensive number of repairs on a regular basis. It is also over 25 years old. The UTV is an essential tool used at the WWTP and used on a daily basis. The UTV will be available to other departments on an as needed basis.

AGENDA ITEM REVIEW

Meeting Date:	**June 16, 2025**	**Date Reviewed:**	**June 10, 2025**
Consent:			
Administrative:	**X**	**Reviewed By:**	**City Clerk's Office**
Public Hearing:			

FLINT NEW HOLLAND INC.

3266 EAST BRISTOL ROAD

BURTON, MI 48529

810-744-2030

To. City of Lapeer

Attn. Rob

1- Kubota RTVX-1100C Utility Vehicle
3-cylinder diesel engine
Power steering
Four wheel drive
Hydraulic dump bed
Shaft drive
Factory cab with heat and air cond.
Front and rear LED worklights
Turn signals/hazard lights, strobe light and outside mirrors

$22,992.44

Joe Curtis
FNH
6-3-25

Build Your Own

Tue, 03 Jun 2025 14:59:40 GMT

Your Summary

Tri County Equipment, Inc.
Lapeer MI 48446
Dealer Information

$33,444.99 Total Suggested List Price *

GATOR™ XUV 875M HVAC (Model Year 2025)

Photo is representative and will not reflect your configured product. Manufacturer's suggested price on base machine. Optional accessories and attachments as shown not included. Taxes, freight, setup, and delivery not included. See your dealer for available models, options, attachments and pricing. Product options and accessories may not be available in all regions. Prices listed are in USD.

Base Machine	Attachments & Accessories	Options	List Price, USD *
$31,549.00	$335.99	$1,560.00	$33,444.99

Sourcewell −14% 4,682.30

total $28,762.69

Options $1,560.00

Options

		Price
DESTINATION		
US 50 State	0202	No Added Cost
PACKAGES		
Build To Order	0505	In Base Price
GREENSTAR™ AND AUTOTRAC™		
Less AutoTrac™/GreenStar™ Harness	182A	In Base Price
CONNECTIVITY HARDWARE		
Less JDLink™ Hardware	183B	In Base Price
RECEIVERS		
Less Receiver	1880	In Base Price
DISPLAY HARDWARE		
Less Display	1900	In Base Price
COLOR		
Green and Yellow	2500	In Base Price
WHEELS AND TIRES		
27" Maxxis Bighorn 2.0 extreme terrain radial tires on 14" Yellow Steel Wheels	1027	In Base Price
OCCUPANT SIDE RETENTION (OSR)		
Full Door with Side Mirrors	4022	In Base Price
OPERATOR'S STATION		
HVAC Cab	4062	In Base Price

Includes black roof with seal, tilt out glass windshield with wiper, washer reservoir, rear panel with fixed glass, headliner, standard steering wheel, and all black marine grade vinyl 40/60 split bench seat

TRANSMISSION

Park Position in Transmission	2350	In Base Price

PROTECTION PACKAGE

Less Protection Package	5010	In Base Price

COMFORT AND CONVENIENCE PACKAGES

Premium Comfort and Convenience Package Includes cargo box power lift, dual beam LED headlights, LED brake/taillights, cargo box power port, reverse lights, turn signals, hazard lights, and horn	5110	$1,560.00

Attachments & Accessories $335.99

Dealer-Installed Attachments

ATTACHMENTS FOR FIELD CONVERSION

		Quantity	Price
Beacon light Requires UC17508 adhesive. See attachment story for harness requirements.	BUC11708	1 x $335.99 ea	$335.99

* Manufacturer's suggested list price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options noted with 'Net Item Charge' will have additional costs. Pricing and specifications subject to change without notice. Special program pricing may be available on certain models. Ask dealer for details. Prices shown are in U.S. dollars and valid only in the United States.

** Accessories noted with 'Contact Dealer', 'In Catalog' or 'Net Item Charge' will have additional costs. Please see dealer for details.

Price Schedule: Sourcewell RFP # 112624

Product Description	Discount off MSRP
Turf Equipment	
Residential Zero Turn Radius Mowers – Z300 and Z500 Series	4%
Lawn Tractors – S100 - S240	4%
Lawn Tractors – X300 Series	18%
Garden Tractors – X500 and X700 Series	18%
Equipment for Lawn & Garden Tractors	18%
Commercial Walk Behind Mowers	18%
Commercial Quik Trak Mowers	18%
Commercial Zero Turn Radius Mowers – Z700 Series	9%
Commercial Zero Turn Radius Mowers – Z900 Series	23%
Commercial Front Mowers	23%
Commercial Wide Area Mowers	23%
Equipment for Commercial Mowing	23%
Compact Utility Tractors	18%
Equipment for Compact Utility Tractors	18%
Mid-size Crossover Utility Vehicles	14%
Full-size Crossover Utility Vehicles	14%
Traditional Utility Vehicles (excludes GS Gators)	17%
HPX Utility Vehicles	14%
Golf Equipment	
Golf & Turf – Reel Mowers	24%
Golf & Turf – Special Application Mowers	24%
Golf & Turf – Special Application Vehicles	24%

Public

Golf & Turf – Aercore	24%
Golf & Turf – Debris Management	24%
Golf & Turf – Fleet Management	13%
Frontier Equipment	
Frontier - Cutting & Mowing	18%
Frontier - Hay & Forage	18%
Frontier - Landscape	18%
Frontier - Livestock	18%
Frontier - Material Handling	18%
Frontier - Planting & Seeding	18%
Frontier - Snow Equipment	18%
Frontier - Tillage	18%
Frontier - Sprayers	18%

Discounts listed are off John Deere's list price. List price can be found on www.deere.com by utilizing "Build & Price" and building the desired machine.

- Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.
- Note: John Deere dealers have the option to charge $8.00 per loaded mile to deliver the equipment to the end-user. Mileages will be calculated using Google Maps.
- Note: For equipment deliveries to Sourcewell participating entities in Alaska or Hawaii, factory freight to the delivering dealer will be paid by the end-user. Factory freight is known at the time of quoting and will be included on the quote to the end-user.
- Note: Agencies may utilize www.deere.com to obtain the most current information regarding John Deere dealership locations. Select "Find A Dealer" at the top of the page to locate the nearest dealer.

ITEM G-9

To: Mike Womack, City Manager
From: Jason Hall, Superintendent WWTP
Date: June 10, 2025
RE: WWTP Power Entrance Gate CIP#23018

STAFF RECOMMENDATION

To approve purchase of a power entrance gate for the Wastewater Treatment Plant from Michigan Fence Company, Inc. for an amount not to exceed $19,552. and authorize the Superintendent of the Wastewater Treatment Plan to sign the necessary documents.

CURRENT OR NEW INFORMATION

Quotes were received from three fence installers and are as follows:

Michigan Fence Company, Inc.	$19,552.
American Fence & Supply Co., Inc.	$24,543.
All American Fence	$18,900.

The quote that Michigan Fence provided was very competitive and included every option that was required, staff felt that Michigan Fence represents the best balance of cost and professional service. Several references were checked and all had positive reviews of the company.

The addition of a power gate will limit access to the plant and help with security.

The budgeted amount for this project is $22,500.00.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

None.

AGENDA ITEM REVIEW

Meeting Date:	**June 16, 2025**	**Date Reviewed:**	**June 11, 2025**
Consent:			
Administrative:	**X**	**Reviewed By:**	**City Clerk's Office**
Public Hearing:			

MICHIGAN FENCE COMPANY, INC.

G-3059 West Hill Rd.
Flint, MI 48507

Phone: (810) 235-4581
Fax: (810) 235-9348

December 5, 2024

Lapeer Wastewater Treatment
1264 Industrial Drive
Lapeer, Michigan 48446

RE: Chain Link Gate

We appreciate the opportunity to present this proposal for your fence requirements. The following is a brief description of the materials to be supplied by Michigan Fence Company, Inc.

Furnish and install one (1) 24' x 72" high cantilever gate with 3-strands of barbwire on 4" Sch40 roller posts. Install one (1) LiftMaster IHSL24 commercial gate operator with heater, safety edge front & back, post mount keypad, loop detectors and ten (1) single button remotes. Operator to have 3-phase 480-volt converter.

Labor & Material **$19,552.00**

To accept this proposal, please sign, date, and return by fax or mail.

Signed by _____ **Date** _____

Due to the changes happening within the current steel market, prices are subject to change according to the market. Electrical service to operator and conduit to the keypad or gooseneck stand is not included in this estimate and is provided by others.

The price quoted above is only for the listed material and footage, any changes will result in a change in price. Due to the changing current steel market prices are subject to change accordingly.

PLEASE NOTE THAT THE PROPERTY OWNER IS RESPONSIBLE TO MARK ALL PROPERTY LINES AND TO OBTAIN ANY AND ALL PERMITS NECESSARY.

Installer shall call Miss-Dig for location of underground utilities; however, the customer is responsible for the location and marking of all other buried cables and/or any underground obstructions not designed by Miss-Dig. Some of these cables and/or obstructions may be, but are not limited to, cable TV lines, underground sprinkler lines, swimming pool electrical and water lines, and electrical, gas, or telephone lines.

Again, we appreciate this opportunity to present you with this proposal. We look forward to hearing from you.

Sincerely,
Jason Stefanik

AMERICAN FENCE & SUPPLY CO., INC.

Quote No. 24-1578

Jake Mann
City of Lapeer Waste Water Treatment
1264 Industrial Dr.
Lapeer, MI 48446
Phone: (810) 664-6887
Fax:
Cell: (810) 417-1341
Email: jmann@ci.lapper.mi.us

Date: Tuesday, January 28, 2025
Estimator: John Eslinger
Estimator Email: jeslinger@amerifence.com
Expiration Date: Friday, February 07, 2025
Terms: Net 30; 1.5% per month on past due invoices.

Project Name:	LAPEER WWTP			
We Propose to furnish all labor and material necessary to perform the following work:				
QTY	UNIT	Description	Unit Price	Total
1	EACH	Furnish and install 6' high chain link cantilever gate with 3 strands barbed wire and standard hardware. Install new gate post in existing fence line.		
1	EACH	Furnish and install 480v 1hp cantilever gate operator.		
2	EACH	Furnish and saw cut install free exit and safety vehicle loops.		
1	EACH	Furnish and install retroreflective Photoeye		
1	EACH	Furnish and install keypad		$24,543.00
Due to the interruption in material distribution, and manufacturing supply chains, goods and services may be delayed without notice.				
Escalation clause to be included in contract verbiage, and the ability to bill for stored materials.				
All payments made to AFS using a credit card will incur a 3.5% processing fee.				
Unforeseen digging conditions will incur additional charges				
Repairing, or replacing unmarked under drains will not be the responsibility of AFS				
Retention excluded when invoicing for stored materials.				
			Total . . .	**$24,543.00**

Terms and Conditions

- All contracts shall reference these terms and conditions as part of the contract.
- All field employees are 10 hour OSHA trained and certified.
- All work shall be performed using Non-Union Labor.
- All work shall be performed using Non-Davis Bacon / Prevailing Wage Rates.
- American Fence shall notify 811 one call utility locating system prior to digging.
- An approved shop drawing must be received prior to fabrication.
- All posts set prior to concrete flat work, coring is additional.
- All posts shall be set in concrete footings.
- All welds meet NOMMA # 3 standard.
- American Fence holds no responsibility for any privately owned lines which are not marked.
- All access controls by others, or additional upon request.
- All electric, control wiring, and conduit runs by others.
- locating, layout and staking of fence lines are by others.
- Clean up of excavated dirt excluded.
- Excludes all clearing, grubbing, & grading.
- Excludes paint/stain.
- Bonds excluded.
- Local building permits excluded.
- Price excludes everything associated with traffic management.
- Due to the volatility in the construction materials market, our prices contained herein remain firm for a period of 10 days from our proposal date.

Thank you for the opportunity to earn your continued business and remain as your single source for all your fencing needs. Please feel free to contact me with any questions or requests.

Sincerely,

John Eslinger

ALL AMERICAN FENCE

"Your Project, Our Passion."

This evaluation was prepared for:

Jake Mann (City of Lapeer) 11-22-2024

1264 Industrial Drive

Lapeer, MI 48446

8104171341 | Jmann@ci.lapeer.mi.us

Evaluated on:
Monday, December 02, 2024

Evaluated by:

All American Fence
6280 E. Atherton Rd.
Burton, MI 48519
Office: (810) 728-5296
www.AAFMI.com

Date 12-02-2024 **Job Number** 4180

Site Address 1264 Industrial Drive, Lapeer, MI 48446

Client Details

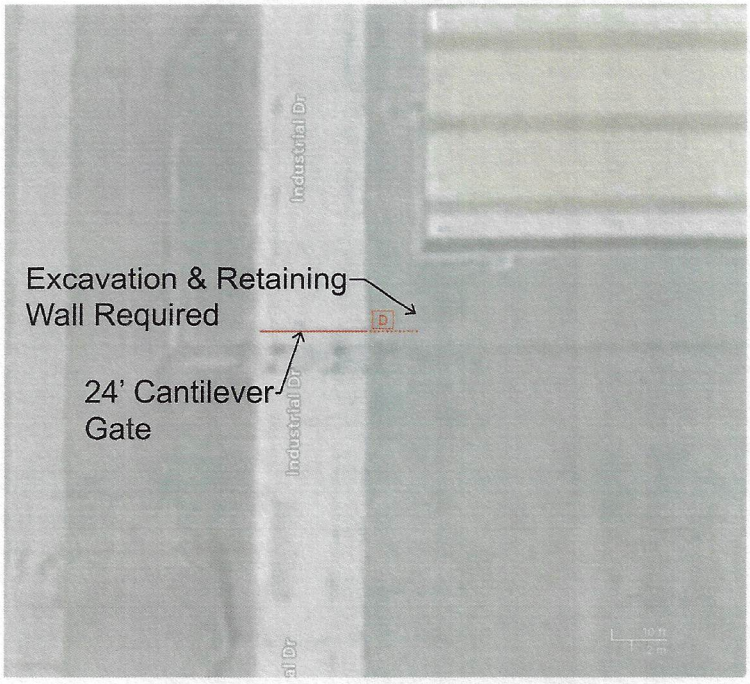
Jake Mann (City of Lapeer) 11-22-2024
8104171341
Jmann@ci.lapeer.mi.us
1264 Industrial Drive
Lapeer, MI 48446

Sales Representative

Detail Plan Of Your New Fence

ALL AMERICAN FENCE
"Your Project, Our Passion."

Jake Mann (City of Lapeer)
11-22-2024
1264 Industrial Drive
Lapeer, MI, 48446
Jmann@ci.lapeer.mi.us
8104171341
Dec. 2, 2024



List Of Materials To Be Installed

Owner Initial Here >>> _____

Other Items

Cantilever Gate $9,600.00

Deliver & Install 24' wide x 6' high + 3 Strand barbed wire. Galvanized welded frame with 2 1/2" Horizontals, 2" Uprights, and 1 3/8" diagonal bracing (SS40 weight Pipe). Poly rollers and commercial catch and latch assembly. **Utilizing existing 4" Posts for fence, Installing one additional post for back end of gate.

Cantilever Gate Operator $9,300.00

Deliver and Install LiftMaster SL595UL AC gate operator. Operator to come with (2) wireless keypads, 4 remote fobs, & vehicle detector. Gate will have 2 entrapment protection photo eyes to meet UL safety codes.

Total **$18,900.00**

Total Project Cost:	**$18,900.00**

Payment

Deposit **$9,450.00**

Balance **$9,450.00**

Payment Terms:

Payment Upon Completion

ITEM H-1

MEMORANDUM

To: City of Lapeer City Manger - Michael Womack
From: T. Allen Francis
Re: City Commissioner Eligibility for CBDG Grant
Date: June 10, 2025

I am responding to your request for a legal option regarding a current City Commissioner, Mr. Brady, is eligible to for a MSHDA CDBG Grant administered the City. As explained below, a City Commissioner is not eligible for such a grant, unless/until MSHDA approves an exception to its Conflict policy.

MSHDA published a program overview guide (the "Guide") applicable to CDBG Grants. The Guide summarizes certain CBDG requirements, including the conflict of interest policy applicably to CBDG Grants. According to the Guide, the following "conflicts" are prohibited:

> Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, **the general rule is that no persons (described below under "Persons Covered")** who exercise, or have exercised, any functions or responsibilities with respect to CDBG activities **or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity**, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. [Guide - Chapter 1; Page 4; 24 CFR 570.489(h); 24 CFR 611.][1].

"Persons Covered" is defined as "any person who is an employee, agent, consultant, officer, or **elected official** or appointed official of the State, **the unit of local government,** or of any designated public agencies or subrecipients that are receiving CDBG funds." [Guide - Chapter 1; Page 4; 24 CFR 570.489(h); 24 CFR 611].

An elected City Commissioner, Mr. Brady, is a "Persons Covered". Importantly, the above prohibition applies regardless of whether or not a "Persons Covered" actually participates in the decision making or gains inside information. Rather, it expressly t applies if they are in a "position to" participate or gain inside information. 24 CFR 570.489(h). I have no reason to believe Mr. Brady has inside information or would participate in the process, but I believe he is in a "position to" do those things. Therefore, unless an exception to the rule applies, he is not eligible for a CBDG Grant.

---

[1] The conflict policy cited by the Guide, is derived from the Federal Code of Regulations at 24 CFR 570.489(h); see also 24 CFR 611.

The Guide details several exceptions to the above conflict prohibition. Requests for exceptions must first be provided to MSDHA, who can then forward them to HUD. Requests are considered on a case-by-case basis "upon the written request of the applicant/recipient".[2] HUD will grant an exception if it determines that such will further purposes of the program. If a request for an exception is made, the City of Lapeer must provide MSDHA with the following:

1. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

2. A certification that the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question; and

3. An opinion of the local government's attorney that the interest for which the exception is sought would not violate State or local law. In addition, grant administration may also require an opinion from the State Ethics Board that the conflict does not violate State law.

Upon receipt of the above, according to the guide, MSHDA will determine whether to forward the request to HUD, based upon MSHDA's consideration of the following factors (to the extent applicable)[3]:

1. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available.

2. Whether an opportunity was provided for open, competitive bidding, or negotiation.

3. Whether the person affected is a member of a group of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class.

4. Whether the interest or benefit was present before the affected person was in a position as previously described.

---

[2] The Guide indicates the request can be made by the "applicant/recipient." However, the Code of Federal Regulations indicates the request must be made by the local unit of government. 24 CFR 570.489(h

[3] The Guide suggests that MSDHA will consider to send all requests to HUD. The Code of Federal Regulations suggest that MSHDA has authority to grant exceptions for local officials based on the 6 factors, but must forward exception requests related to State officials to HUD. 24 CFR 570.489(h).

5. Whether undue hardship will result either to the State or local government or the person affected when weighed against the public interest served by avoiding the prohibited conflicts.

6. Any other relevant considerations.

In my opinion, under the CBDG Grant rules, as detailed in the Guide and Federal Regulations, Mr. Brady is ineligible to receive CBDG Grants funds, unless an exception is granted by HUD or MSHDA. The City does not have authority to grant the exception.

If a request for an exception is made, one of the requirements is that I provide a written opinion that "the interest for which the exception is sought would not violate State or local law." The City of Lapeer Charter prohibits certain financial interests. Specifically, Section 5.12 provides:

> **No person holding any elective or appointive office** under the city government **shall take any official action on any contract with the city** or other **matter in which he** or any relative by blood or marriage, within the second degree of consanguinity or affinity, **is financially interested**, or be a bondsman or surety on any contract or bond given to the city. A "contract" shall for the purposes of this section include any arrangement or agreement pursuant to which any material, service or other thing of value is to be furnished to the city for a valuable consideration to be paid by the city or sold or transferred by the city, except the furnishing of personal services as an officer or employee of the city. Financial interest shall not include the ownership, either individually or in a fiduciary capacity, by any such person or such relatives of said person or any beneficial interest in securities of any corporation with which a contract is made, unless the aggregate amount of such securities or beneficial interest in such securities, so owned by such person and such relatives of said person, shall amount to 10% or more of any class of the securities of such corporation then issued and outstanding. (Charter 5.12)

If a CBDG Grant is awarded, such results in a contract between the City and the recipient. However, the Charter only prohibits "official action" from the elective official. Therefore, if Mr. Brady abstained and did not participate in any action concerning the CBDG Grant process, both for his grant or any others under the same program, he would not be in violation of the above Charter provision.

In conclusion, if the City Commission approves the action, the City could issue a written request to MSHDA for an exception to allow Mr. Brady to apply for / receive a CBDG Grant. I do not know how MSHDA would treat/evaluation such a request. However, one of the required considerations is "whether undue hardship will result either to the State or local government or the person affected when weighed against the public interest served by avoiding the prohibited conflicts." In my opinion, allowing elected officials to apply for / receive CBDG Grants would have a negative effect on public interest. Although Mr. Brady would not participate in the process,

there would be the appearance of favoritism if he were awarded the grant. However, MSHDA is charged with the review, not the City. Absent MSHDA or HUD granting an exception, Mr. Brady is not eligible.

ITEM J-1

To: Mayor and City Commission
Date: June 10, 2025
RE: Boards & Commissions Appointments

MAYORAL APPOINTMENT

BOARD OR COMMISSION	MEMBER NAME	CURRENT TERM EXPIRES	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
County Center Board	Vacancy	Jan 1, 2026	1 Year		Awaiting Recommendation
EDC/TIFA/ Brownfield Redevelopment Authority	Vacancy Vacancy	Jun 1, 2027 Mar 1, 2031	6 Year 6 Year		Awaiting Recommendation
Local Finance Development Authority	Vacancy	Aug 1, 2027	4 Year		Awaiting Recommendation
Local Officers Compensation Commission	Vacancy	Oct 1, 2025	5 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
Lapeer Building Authority	Vacancy	Jun 1, 2027	3 Year		Awaiting Recommendation
Prison Liaison Committee	Vacancy	Apr 1, 2028	3 Year		Awaiting Recommendation
Zoning Board of Appeals	Vacancy Vacancy – Alternate Vacancy – Alternate	Apr 1, 2028 Apr 1, 2027 Apr 1, 2028	3 Year 3 Year 3 Year		Awaiting Recommendation

The following residents have applied to a Board or Commission:

Board/Commission:	Name:	Date Application Submitted:
Lapeer Housing Commission	Kerri Roberts	May 15, 2025
Lapeer Neighborhoods Inc.	Kerri Roberts	May 15, 2025
Lapeer Neighborhoods Inc.	Robin Chestnutt	June 2, 2025
Lapeer Neighborhoods Inc.	Lisa Lie	June 6, 2025

RESIGNATION:
Local Officers Compensation Commission ***Ken Parker*** ***June 4, 2025***

SUGGESTED MOTION:
Accept the resignation of Ken Parker from the Local Officers Compensation Commission and Zoning Board of Appeals and declare both seats vacant.

AGENDA ITEM REVIEW

Meeting Date: **June 16, 2025** **Date Reviewed:** **June 10, 2025**
Reviewed By: **City Clerk's Office**

LAPEER HOUSING COMMISSION

APPOINTED BY: MAYOR

5 MEMBERS	TERM ENDS	TERM
KERRI ROBERTS	AUG 1, 2025	5 YEAR

LAPEER NEIGHBORHOODS, INC.

APPOINTED BY: MAYOR

5 MEMBERS	TERM ENDS	TERM
KERRI ROBERTS	AUG 1, 2025	2 YEAR
LISA LIE	AUG 1, 2025	2 YEAR
ROBIN CHESNUTT	AUG 1, 2025	2 YEAR

From: Denise Soldenski
To: Kerri Roberts
Cc: Romona Sanchez
Subject: RE: Board terms expiring
Date: Monday, June 2, 2025 2:41:52 PM
Attachments: Roberts- Kerri - LNI & LHC boards 6-2-25.pdf

Thanks so much Kerri!

Romona, Attached is an application that Kerri recently filled out.

-----Original Message-----
From: Kerri Roberts <[redacted]>
Sent: Monday, June 2, 2025 2:23 PM
To: Denise Soldenski <dsoldenski@ci.lapeer.mi.us>
Cc: Romona Sanchez <rsanchez@ci.lapeer.mi.us>
Subject: Re: Board terms expiring

Yes, I will renew both board positions.
Thank you!

> On Jun 2, 2025, at 2:11 PM, Denise Soldenski <dsoldenski@ci.lapeer.mi.us> wrote:
>
> Hi Kerri,
> Thanks so much for serving on both the Lapeer Housing Commission/Lapeer Riverview Towers, LLC and Lapeer Neighborhoods, Inc. Boards. Your expertise in the Housing market is valuable! Your board terms are expiring for the following:
>
> Lapeer Housing Commission (LHC) = August 1st, 2025 Lapeer
> Neighborhoods, Inc. (LNI) = August 1st, 2025
>
> The term length for LHC is 5 yrs and the term length for LNI is 2 yrs.
>
> Please let me know if you are interested in staying on both of these boards. Thank you very much for your participation!
>
> [cid:image002.png@01DBD3C8.2E91D230]Denise Soldenski Director of
> Housing & Neighborhood Development Housing Improvement Department
> 544 N. Saginaw Street, Suite 109, Lapeer, MI 48446
> 810 - 245 - 4221
> Fax: 810 - 667 - 2501
> https://www.ci.lapeer.mi.us/
>
> [cid:image003.jpg@01DBD3C6.A8D68CE0]
>
> <winmail.dat>

THE CITY OF LAPEER MICHIGAN

Application for Boards and/or Commissions

Please complete, sign and date the application and return to:
City Clerk's Office, 576 Liberty Park, Lapeer, MI 48446
810-664-5231
Email: clerk@ci.lapeer.mi.us

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

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

I have served on this board for many years. This is my renewal request.

Applicant Information:

Print Name: Keri (First) Roberts (Last)

Street Address: [redacted] Lapeer

Home Phone: [redacted] Cell Phone: [redacted]

Email: robe[redacted]

Employer: [redacted] Holdings Inc Occupation: Mortgage loan officer

Educational Background: Bachelors in business management.

Community Activities and/or Work Experience:

Keri

Signature

5/15/25

Date

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

From:	Robin Chesnutt
To:	Denise Soldenski
Cc:	Romona Sanchez
Subject:	Re: Board term expiring
Date:	Tuesday, June 3, 2025 8:14:50 AM
Attachments:	image002.png image002.png

IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender rchesnutt618@gmail.com

Yes, I would be happy to.

On Mon, Jun 2, 2025, 2:13 PM Denise Soldenski <dsoldenski@ci.lapeer.mi.us> wrote:

> Hi Robin,
>
> Thanks so much for serving on the Lapeer Neighborhoods, Inc. Board. Your expertise in the Housing market is valuable! Your board term for Lapeer Neighborhoods, Inc. (LNI) will expire August 1st, 2025 and the board term length is 2 yrs.
>
> Please let me know if you are interested in staying on this board. Thank you very much for your participation!
>
> *Denise Soldenski*
>
> **Director of Housing & Neighborhood Development**
>
> **Housing Improvement Department**
>
> 544 N. Saginaw Street, Suite 109, Lapeer, MI 48446
>
> 810 – 245 – 4221
>
> Fax: 810 – 667 - 2501
>
> https://www.ci.lapeer.mi.us/
>
> EQUAL HOUSING OPPORTUNITY

THE CITY OF LAPEER MICHIGAN

Application for Boards and/or Commissions

Please complete, sign and date the application and return to:
City Clerk's Office, 576 Liberty Park, Lapeer, MI 48446
810-664-5231
Email: clerk@ci.lapeer.mi.us

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

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

I have been a board member since 2018, I feel like I add value to the board from my knowledge of being on the board but also previously been on assistance from the housing commission.

Applicant Information:

Print Name: Robin (First) Chesnutt (Last)

Street Address: [redacted] St.

Home Phone: (810) [redacted] Cell Phone: Same

Email: rc[redacted]gmail.com

Employer: State of Michigan Occupation: In Home Health Care

Educational Background: Highschool Diaploma, some college

Community Activities and/or Work Experience: board member, in home heath care, restuarant experience.

Robin Chesnutt

Signature

June ~~July~~ 2, 2025

Date

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

From: Denise Soldenski
To: Romona Sanchez
Cc: lisalie98@gmail.com
Subject: FW: Board term expiring
Date: Tuesday, June 3, 2025 11:19:25 AM

Hi Romona,
Lisa Lie also wishes to stay on the LNI Board. As soon as I have her updated application, I will get over to you. Thank you!

On Mon, Jun 2, 2025, 4:57 PM Denise Soldenski <dsoldenski@ci.lapeer.mi.us> wrote:

> Fantastic, thank you! Please provide an updated application. I'll bring one to our next meeting unless you have one you want to send to me.
>
> ---
>
> **From:** lisa lie <lisalie98@gmail.com>
> **Sent:** Monday, June 2, 2025 3:33 PM
> **To:** Denise Soldenski <dsoldenski@ci.lapeer.mi.us>
> **Subject:** Re: Board term expiring
>
> Yes
>
> On Mon, Jun 2, 2025, 2:16 PM Denise Soldenski <dsoldenski@ci.lapeer.mi.us> wrote:
>
> > Hi Lisa,
> > Thanks so much for serving on the Lapeer Neighborhoods, Inc. Board. Your expertise in the Housing market is valuable! Your board term for Lapeer Neighborhoods, Inc. (LNI) will expire August 1st, 2025 and the board term length is 2 yrs.
> >
> > Please let me know if you are interested in staying on this board. Thank you very much for your participation!
> >
> > If you are interested, please also provide an updated board application which I can provide to you or can be found here: https://cms4files.revize.com/lapeermi/Boards%20&%20Commissions/Board%20%20Comm%20Application%20FILLABLE%20Form.pdf
> >
> > [cid:image004.png@01DBD3C8.E357BEA0]Denise Soldenski
> > Director of Housing & Neighborhood Development
> > Housing Improvement Department
> > 544 N. Saginaw Street, Suite 109, Lapeer, MI 48446
> > 810 - 245 - 4221
> > Fax: 810 - 667 - 2501

THE CITY OF LAPEER MICHIGAN

Application for Boards and/or Commissions

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City Clerk's Office, 576 Liberty Park, Lapeer, MI 48446
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☐ Accuracy Board	☐ Downtown Development Authority	■ Lapeer Neighborhoods, Inc.
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☐ Cemetery Board	☐ Greater Lapeer Transportation Authority	☐ Local Officers Compensation Commission
☐ Center for the Arts of Greater Lapeer	☐ Income Tax Board of Review	☐ Park Board
☐ Construction Board of Review	☐ Lapeer Building Authority	☐ Planning Commission
☐ County Center Board	■ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	■ Lapeer Housing Board of Appeals	

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

Per my previous years of serving I have gained a valuable insight in to how the assistance of housing helps the community. This board has helped broaden my knowledge learned in school and be able to see how other nonprofits communicate in different areas. As my education is in communications and focused on nonprofit communication I have been able to use this for input and questions to the board in areas that most people may not think about.

Applicant Information:

Print Name: Lisa (First) Lie (Last)

Street Address: [redacted] Lapeer, Mi. 48446

Home Phone: [redacted] Cell Phone: [redacted]

Email: li[redacted]

Employe[redacted] Occupation: Communications Advisor and Developer

Educational Background:

Mott Community College 2018 - 2021 AACOM - AAGE - AAAH (All degrees were high honors and honors college)

University of Michigan 2021 - 2023 Bachelor of Arts in Communication (High Honors) and Bachelor of Science in Communications Public Policy Pre-Law (High Honors)

Community Activities and/or Work Experience:

IEP Advocate for parents in schools - Lapeer Pride (secretary, communication director, social media director, event developer) - LB Construction Manager

Kimimila Sanctuary developer and founder for Domestic Violence Shelter for MMIW and other Indigenous people

Lisa A. Lie (digital signature) *Lisa A. Lie* June 06, 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: Ken Parker
To: Romona Sanchez
Cc: Daniel Stanley; Troy Bostick-Tullius
Subject: Re: Local Officers Compensation Commission Meeting
Date: Wednesday, June 4, 2025 7:29:46 PM

Romona - I am currently in Grayling on National Guard duty. But I will also have to resign my positions as I have moved to Millington as of the end of May.

Thanks Ken

On Thu, May 29, 2025, 7:36 AM Romona Sanchez <rsanchez@ci.lapeer.mi.us> wrote:

> Good morning,
>
> In 2023 the meeting lasted 14 minutes. 2021 it lasted 6 minutes and in 2019 it lasted 5 minutes.
>
> Would 5pm on 6/18/2025 or 6/24/2025 work for everyone one?
>
> Romona Sanchez
>
> ---
>
> **From:** Daniel Stanley [redacted]
> **Sent:** Wednesday, May 28, 2025 8:56 PM
> **To:** Troy Bostick-Tullius [redacted]
> **Cc:** Romona Sanchez <rsanchez@ci.lapeer.mi.us>; Ken Parker [redacted]; [redacted]; Eric Cattane <[redacted]>; Catherine Bostick <[redacted]>
> **Subject:** Re: Local Officers Compensation Commission Meeting
>
> Yeah, if we could do evening like Troy Mentioned; that would be best! Tuesday would be better for that avenue
>
> Daniel J Stanley

ITEM K-1

To: Mayor and City Commission
Date: June 10, 2025
RE: MONTHLY OPERATIONAL REPORTS

CITY DEPARTMENTS:

1. BUILDING DEPARTMENT

2. FINANCIAL SERVICES DEPARTMENT
- A. ASSESSING DIVISION
- B. INCOME TAX DIVISION
- C. ACCOUNTING/DATA PROCESSING DIVISION

3. FIRE AND RESCUE DEPARTMENT

4. HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
- A. LAPEER HOUSING COMMISSION (LHC)
- B. LAPEER NEIGHBORHOOD'S INC (LNI)
- C. COMMUNITY DEVELOPMENT

5. PLANNING DEPARTMENT
- A. DEVELOPMENT ACTIVITIES

6. POLICE DEPARTMENT
- A. POLICE
- B. ORDINANCE ENFORCEMENT
- C. PARKING DIVISION

7. PUBLIC WORKS DEPARTMENT
- A. SEWER UTILITY DIVISION
- B. STREET DIVISION
- C. WATER DIVISION
- D. WASTEWATER DIVISION
- E. 2024 CONSUMER CONFIDENCE REPORT

8. CITY CLERK'S OFFICE
- A. CEMETERY / VOTER INFORMATION
- B. MARIJUANA MONTHLY REPORT

AGENDA ITEM REVIEW

Meeting Date: June 16, 2025 **Date Reviewed: June 10, 2025**

Monthly Rental Certificates

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

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
710 TURRILL AVE	DRINKARD, TODD	CR23-1078	Certified	06/03/2025	08/22/2025	287.00
1075 JACKSON ST	THOMAS LAMAGNA ENTERP	CR24-0627	Certified	05/29/2025	11/30/2027	150.00
724 N MADISON ST	THOMAS LAMAGNA ENTERP	CR24-0631	Certified	05/29/2025	11/30/2027	150.00
1043 N SAGINAW ST	THOMAS LAMAGNA ENTERP	CR24-0632	Certified	05/29/2025	11/30/2027	150.00
778 S SAGINAW ST	THOMAS LAMAGNA ENTERP	CR24-0633	Certified	05/29/2025	11/30/2027	150.00
930 N MAIN ST	THOMAS LAMAGNA ENTERP	CR24-0636	Certified	05/29/2025	11/30/2027	150.00
1135 N MONROE ST	THOMAS LAMAGNA ENTERP	CR24-0637	Certified	05/29/2025	11/30/2027	150.00
1218 W OREGON ST	THOMAS LAMAGNA ENTERP	CR24-0638	Certified	05/29/2025	11/30/2027	150.00
828 STATE ST	THOMAS LAMAGNA ENTERP	CR24-0639	Certified	05/29/2025	11/30/2027	150.00
1127 STATE ST	THOMAS LAMAGNA ENTERP	CR24-0640	Certified	05/29/2025	11/30/2027	150.00
429 N MONROE ST 1	SCHULTZ, RUSSELL L	CR25-0068	Certified	05/19/2025	05/19/2027	150.00
429 N MONROE ST 2	SCHULTZ, RUSSELL L	CR25-0069	Certified	05/19/2025	05/19/2027	50.00
190 HIGGINS ST	JOHNSON, ERIC M REVOCABL	CR25-0451	Certified	05/29/2025	05/02/2027	200.00
192 HIGGINS ST	JOHNSON, ERIC M REVOCABL	CR25-0452	Certified	05/29/2025	05/02/2027	50.00
194 HIGGINS ST	JOHNSON, ERIC M REVOCABL	CR25-0453	Certified	05/29/2025	05/02/2027	50.00
196 HIGGINS ST	JOHNSON, ERIC M REVOCABL	CR25-0454	Certified	05/29/2025	05/02/2027	50.00
408 MICHIGAN ST A	WARPUP, REED PAUL & MEGA	CR25-0455	Certified	05/20/2025	03/16/2027	225.00
39 S COURT ST A	ZOCK, DERRICK	CR25-0515	Certified	05/29/2025	05/04/2027	200.00
39 S COURT ST C	ZOCK, DERRICK	CR25-0517	Certified	05/29/2025	05/04/2027	50.00
850 ADAMS ST	LECHNER, NEIL & BROWN, RE	CR25-0518	Certified	05/28/2025	05/27/2027	150.00

Total # of Certificates: 20 **Total Amount Billed: $2812.00**

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount

Population: All Records

Certificate.Status = Certified AND
Certificate.DateIssued Between 5/12/2025 12:00:00 AM
AND 6/9/2025 11:59:59 PM AND
Certificate.CertType = Rental

Permit Summary Report

06/09/25

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

DATE ISSUED	PERMIT TYPE	PERMIT CATEGORY	ADDRESS	FEES PAID	STATUS
06/02/2025	Building	Commercial, Add/Alter/Repair	258 W GENESEE ST	$1,391.00	ISSUED
05/14/2025	Sign	Refacing	290 MCCORMICK DR	$424.00	ISSUED
06/02/2025	Com Add/Alter/Repair	Com Alteration	15 E GENESEE ST	$674.00	ISSUED
05/13/2025	Com Addition	Com Addition	920 DEMILLE RD	$1,156.00	ISSUED
05/20/2025	Res Multi Family	Apartment Complex	2096 CARRIAGE HILL CR	$1,458.00	ISSUED
05/20/2025	Res Multi Family	Apartment Complex	2110 CARRIAGE HILL CR	$1,458.00	ISSUED
05/20/2025	Res Multi Family	Apartment Complex	2092 CARRIAGE HILL CR	$1,458.00	ISSUED
05/20/2025	Res Multi Family	Apartment Complex	2106 CARRIAGE HILL CR	$1,458.00	ISSUED
05/20/2025	Res Multi Family	Apartment Complex	2102 CARRIAGE HILL CR	$1,458.00	ISSUED
05/20/2025	Res Multi Family	Apartment Complex	2093 CARRIAGE HILL CR	$1,458.00	ISSUED
05/20/2025	Res Multi Family	Apartment Complex	2114 CARRIAGE HILL CR	$1,458.00	ISSUED
05/20/2025	Res Multi Family	Apartment Complex	2089 CARRIAGE HILL CR	$1,458.00	ISSUED
05/20/2025	Res Multi Family	Apartment Complex	2055 CARRIAGE HILL CR	$1,458.00	ISSUED
05/12/2025	Roof / Siding	Roof	94 BIRMINGALE AVE	$262.00	ISSUED
05/12/2025	Roof / Siding	Roof	348 TURRILL AVE	$443.00	ISSUED
05/13/2025	Building	Sign	2990 W GENESEE ST	$262.00	ISSUED
05/12/2025	Building	Residential Add/Alter/Repair	280 GOLFSIDE DR	$181.00	ISSUED
05/20/2025	Building	Residential Add/Alter/Repair	2588 W GENESEE ST	$324.00	ISSUED
05/22/2025	Building	Roof	1091 PINE ST 1 A	$343.00	ISSUED
05/22/2025	Building	Sign	491 S MAIN ST	$901.00	ISSUED
05/15/2025	Building	Deck	1442 LINCOLN ST	$381.00	ISSUED
05/15/2025	Building	Deck	1444 LINCOLN ST	$366.00	ISSUED
05/19/2025	Building	Demolition	440 W NEPESSING ST	$412.00	ISSUED
06/05/2025	Roof / Siding	Roof	905 N MADISON ST	$262.00	ISSUED
05/27/2025	Fire Alarm	Fire Alarm	3300 JOHN CONLEY DR	$648.00	ISSUED
05/13/2025	Fire Alarm	Fire Alarm	395 DEMILLE RD	$567.00	ISSUED
05/20/2025	Electrical	Electrical	766 S MAIN ST	$648.00	ISSUED
05/20/2025	Electrical	Electrical	117 PHEASANT RUN	$96.00	ISSUED
05/20/2025	Electrical	Electrical	371 CHINKAPIN TRL	$96.00	ISSUED

Permit Summary Report

06/09/25

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

DATE ISSUED	PERMIT TYPE	PERMIT CATEGORY	ADDRESS	FEES PAID	STATUS
05/20/2025	Electrical	Electrical	263 SARAH FERN CT	$96.00	ISSUED
05/15/2025	Electrical	Electrical	154 PHEASANT RUN	$96.00	ISSUED
05/29/2025	Electrical	Electrical	72 HUNTERS RILL	$96.00	ISSUED
05/19/2025	Electrical	Electrical	440 W NEPESSING ST	$171.00	ISSUED
05/20/2025	Electrical	Electrical	83 W NEPESSING ST STE C	$1,504.00	ISSUED
05/22/2025	Electrical	Electrical	491 S MAIN ST	$180.00	ISSUED
05/27/2025	Electrical	Electrical	392 MANSFIELD DR	$90.00	ISSUED
05/27/2025	Electrical	Electrical	3140 JOHN CONLEY DR	$513.00	ISSUED
05/14/2025	Mechanical	Mechanical	18 TURRILL AVE	$194.00	ISSUED
05/12/2025	Mechanical	Mechanical	279 DEVONSHIRE DR	$285.00	ISSUED
05/13/2025	Mechanical	Mechanical	279 DEVONSHIRE DR	$342.00	ISSUED
05/22/2025	Mechanical	Mechanical	21 MILL ST	$185.00	ISSUED
05/15/2025	Mechanical	Mechanical	83 W NEPESSING ST STE C	$996.00	ISSUED
05/20/2025	Mechanical	Mechanical	117 PHEASANT RUN	$113.00	ISSUED
05/20/2025	Mechanical	Mechanical	371 CHINKAPIN TRL	$113.00	ISSUED
05/20/2025	Mechanical	Mechanical	263 SARAH FERN CT	$113.00	ISSUED
05/15/2025	Mechanical	Mechanical	154 PHEASANT RUN	$113.00	ISSUED
05/29/2025	Mechanical	Mechanical	72 HUNTERS RILL	$113.00	ISSUED
05/20/2025	Mechanical	Mechanical	265 DEVONSHIRE DR	$285.00	ISSUED
05/27/2025	Mechanical	Mechanical	392 MANSFIELD DR	$91.35	ISSUED
06/02/2025	Mechanical	Mechanical	2855 TREYMORE ST	$243.00	ISSUED
05/27/2025	Mechanical	Mechanical	265 DEVONSHIRE DR	$342.00	ISSUED
05/29/2025	Mechanical	Mechanical	394 CHINKAPIN TRL	$217.00	ISSUED
05/29/2025	Mechanical	Mechanical	2856 SOMERSET ST	$243.00	ISSUED
06/02/2025	Mechanical	Mechanical	1435 LUXINGTON DR	$198.00	ISSUED
06/02/2025	Mechanical	Mechanical	1437 LUXINGTON DR	$198.00	ISSUED
05/13/2025	Plumbing	Plumbing	989 LANCASTER ST	$465.00	ISSUED
05/13/2025	Plumbing	Plumbing	2855 TREYMORE ST	$465.00	ISSUED
05/20/2025	Plumbing	Plumbing	2588 W GENESEE ST	$108.00	ISSUED

Permit Summary Report

06/09/25

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

DATE ISSUED	PERMIT TYPE	PERMIT CATEGORY	ADDRESS	FEES PAID	STATUS
05/27/2025	Plumbing	Plumbing	66 S ELM ST	$106.00	ISSUED
05/29/2025	Plumbing	Plumbing	83 W NEPESSING ST STE C	$1,027.00	ISSUED
05/13/2025	R.O.W.	Right of Way	1217 JEFFERSON ST	$250.00	ISSUED
05/14/2025	R.O.W.	Sewer Repai	1265 FIRST ST	$265.00	ISSUED
05/15/2025	R.O.W.	Driveway	320 COURTNEYS PL	$250.00	ISSUED
05/27/2025	R.O.W.	Sewer Repai	66 S ELM ST	$250.00	ISSUED
05/29/2025	R.O.W.	Right of Way	163 LINCOLN ST	$250.00	ISSUED
05/13/2025	Sewer	Sewer	920 DEMILLE RD	$4,000.00	ISSUED
05/20/2025	Sewer	Sewer	2055 CARRIAGE HILL CR	$4,000.00	ISSUED
05/20/2025	Sewer	Sewer	2089 CARRIAGE HILL CR	$4,000.00	ISSUED
05/20/2025	Sewer	Sewer	2092 CARRIAGE HILL CR	$4,000.00	ISSUED
05/20/2025	Sewer	Sewer	2093 CARRIAGE HILL CR	$4,000.00	ISSUED
05/20/2025	Sewer	Sewer	2096 CARRIAGE HILL CR	$4,000.00	ISSUED
05/20/2025	Sewer	Sewer	2102 CARRIAGE HILL CR	$4,000.00	ISSUED
05/20/2025	Sewer	Sewer	2106 CARRIAGE HILL CR	$4,000.00	ISSUED
05/20/2025	Sewer	Sewer	2110 CARRIAGE HILL CR	$4,000.00	ISSUED
05/20/2025	Sewer	Sewer	2114 CARRIAGE HILL CR	$4,000.00	ISSUED
05/20/2025	Water	Water	2055 CARRIAGE HILL CR	$2,750.00	ISSUED
05/20/2025	Water	Water	2089 CARRIAGE HILL CR	$2,750.00	ISSUED
05/20/2025	Water	Water	2092 CARRIAGE HILL CR	$2,750.00	ISSUED
05/20/2025	Water	Water	2093 CARRIAGE HILL CR	$2,750.00	ISSUED
05/20/2025	Water	Water	2096 CARRIAGE HILL CR	$2,750.00	ISSUED
05/20/2025	Water	Water	2102 CARRIAGE HILL CR	$2,750.00	ISSUED
05/20/2025	Water	Water	2106 CARRIAGE HILL CR	$2,750.00	ISSUED
05/20/2025	Water	Water	2110 CARRIAGE HILL CR	$2,750.00	ISSUED
05/20/2025	Water	Water	2114 CARRIAGE HILL CR	$2,750.00	ISSUED
05/12/2025	Compliance	Shed	386 GOLFSIDE DR	$42.00	ISSUED
05/13/2025	Compliance	Fence	535 S CALHOUN ST	$81.00	ISSUED
05/15/2025	Compliance	Temporary Sign/Banner	807 EAST ST	$61.00	ISSUED

Permit Summary Report

06/09/25

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

DATE ISSUED	PERMIT TYPE	PERMIT CATEGORY	ADDRESS	FEES PAID	STATUS
05/22/2025	Compliance	Certificate of Compliance/Occu	1857 W GENESEE ST	$81.00	ISSUED
06/05/2025	Temporary Sign	Temporary Sign	373 LAKE NEPESSING RD	$61.00	ISSUED
06/05/2025	Fence	Fence	54 HARTLEY ST	$81.00	ISSUED

TOTAL FEES PAID: $98,682.35

ITEM K-1-2-A

To: Interim City Manager
C.C. City Board of Commissioners
From: Denise Marinelli, Assessor
Date: June 10, 2025
RE: Monthly Departmental Report

ASSESSING DEPARTMENT CONCENTRATION:

- All Property Transfers received are processed and are currently up to date. Deeds have been processed through May.

  Current Deed breakdown:

Deeds	MAY	Vacant land	New Construction	Prior Month
Transfers	10			17
Non-Transfers	5			14
Forcl/Redmptn	0			0
Total	15			31

- The Department is currently working on the 2026 assessments. The staff are currently working on Permits, Field Work and title work and identification projects.
- The department continues to investigate, correct, and update property description discrepancies, omissions, errors, and changes. We assist departments, property owners, realtors and appraisers with questions and concerns as well as processing address and lot split requests.
- We currently have one small claims MTT case.
- As always, please contact me if you have any questions or concerns.

Item # K-1-2-B

To: Mike Womack, City Manager
From: Kelly Hanna, Director of Financial Services
Date: June 5, 2025
RE: Income Tax Monthly Report for May 2025

CITY OF LAPEER
Monthly Financial Statement
Income Tax Department
May 2025

Fiscal Year	Net Monthly Income	Net Total Yr-to-date	Original Budget for year	Current Budget for year	Actual Total for year	Excess (Deficit) Revenue
2014/15	$267,079	$2,801,508	$2,590,000	$2,590,000	$2,953,553	$363,553
2015/16	$358,560	$3,010,816	$2,785,000	$2,785,000	$3,069,571	$284,571
2016/17	$367,883	$3,092,259	$3,065,000	$3,065,000	$3,212,298	$147,298
2017/18	$260,474	$3,235,044	$3,165,000	$3,165,000	$3,349,223	$184,223
2018/19	$280,358	$3,409,601	$3,175,000	$3,175,000	$3,521,027	$346,027
2019/20	$334,490	$3,130,023	$3,265,000	$3,265,000	$3,881,826	$616,826
2020/21	$429,575	$3,536,419	$3,495,000	$3,495,000	$3,783,095	$288,095
2021/22	$518,182	$4,424,447	$3,476,000	$3,476,000	$4,527,733	$1,051,733
2022/23	$478,268	$4,680,781	$4,090,000	$4,140,076	$4,984,764	$844,688
2023/24	$598,825	$4,886,083	$4,833,000	$4,833,000	$5,145,549	$312,549
2024/25	$480,172	$4,571,985	$5,428,000	$5,428,000		

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

ITEM # K-1-2-C

To: Mike Womack, City Manager
From: Kelly Hanna, Director of Financial Services
Date: June 10, 2025
RE: Finance Department Report for May 2025

1) 61 – accounts payable checks were issued.

2) 330 - payroll payments were issued.

3) 1,132 - income tax refund checks were issued.

4) Thirteen (13) delinquent 2023-2024 personal property tax bills were receipted for $3,911.50.

ITEM K-1-3

To: Mike Womack, City Manager
From: Mike Vogt, Fire Chief
Date: June 4, 2025
RE: May 2025

MONTH SUMMARIZED:

Training: The department conducted a total of six training sessions (3 days/3 nights). A total of 140.0 personnel-hours were spent on training during the month.

Community Risk Reduction: Department personnel participated in one public event during the month, which was held in the City of Lapeer. Approximately 60 children and 16 adults attended this event. The department also assisted McLaren-Lapeer Region with filling water barrels for their event.

Fire & Life Safety: Nine annual inspections, and eight other types of inspections were completed in the city, with 13 violations being identified. There were two businesses inspected that were without any fire code violations. Two site plans were reviewed for the Planning Department, and four building plans, three fire alarm plans and one revised model plan were reviewed for the Building Department for the month of May.

Responses: During the month, the department addressed a total of 45 incidents, which required a total of 311.5 personnel-hours. This marks an increase of 12 responses compared to the same period in 2024. Notably, 40% of these incidents occur on weekdays, specifically between 6:00 a.m. and 6:00 p.m. The estimated financial loss for the month amounted to $320,150, contributing to an estimated annual loss of $1,074,350. The losses for this month were primarily attributed to three residential building fires—one each in Lapeer Township, Mayfield Township, and Oregon Township. Additionally, there was a vehicle fire reported in Oregon Township.

The number of responses for the month by municipality was: City of Lapeer-17, Lapeer Twp-9, Mayfield Twp-12, Oregon Twp-5, Automatic/Mutual Aid-2.

The average emergency response time (in minutes) to each municipality was: City of Lapeer-0.0, Lapeer Twp-8.0, Mayfield Twp-9.0, Oregon Twp-13.0.

The calendar year's annual percentage of responses by municipality is: City of Lapeer-51.89%, Lapeer Twp-14.02%, Mayfield Twp-17.42%, Oregon Twp-9.09%, Assists-7.58%.

The number of burn permits issued for the month by the municipality was: Lapeer Twp-136, Mayfield Twp-178, Oregon Twp-96.

The breakdown of responses by type is as follows:

Fire Alarm-Malicious	1	Fire Alarm-Unintentional	5
Fire Alarm-Malfunction	1	Fire Alarm-Residential	0
Building Fire-Residential	3	Building Fire-Commercial	0
Building Fire-Other	0	Vehicle Fire	1
Grass/Brush Fire	0	Rescue	1
Good Intent	10	Electrical Related	7
Smoke Investigation	1	Gasoline/Diesel Spill/Leak	0
Natural Gas/Propane Leak	0	Carbon Monoxide (alarm & actual)	2
Other Type Fires	0	Other Type Response	11
Assist to Other Agencies	2	Washdown	0

Additional Information: We are pleased to announce the addition of three new CPR instructors: Chief Vogt, Firefighter Chesney, and Firefighter Fodale. We anticipate resuming our community CPR classes shortly. Furthermore, we will work closely with Lapeer County EMS to prevent scheduling conflicts and ensure a diverse range of courses is available to the public.

IT Information:

- We are currently addressing regular trouble tickets
- 13 new workstations are being configured for deployment as part of our ongoing effort to comply with the Windows 10 sunset. Several additional workstations need to be replaced in the upcoming fiscal year, as budgeted, and many more will need to be upgraded to Windows 11.
- The VTG team has successfully completed a couple of complex FOIA requests (specifically requests for emails) and has collaborated directly with Clerk Sanchez.
- We are investigating as issue with the City Tax program and continue to work with the company to find a solution.
- Our work on updating user security groups is ongoing. This task is tedious and time-consuming.
- We have identified an issue with IP address assignments, and the VTG team is developing a solution.

City of Lapeer Activities Calendar

City of Lapeer Fire & Rescue

May

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3 Incident 25-220 Incident 25-221
4 Incident 25-222 Incident 25-223	5 Incident 25-224 Station Maintenance Department Trng	6 Incident 25-225 Incident 25-226	7	8 Incident 25-227 Training Mtg	9	10 Incident 25-228
11 Incident 25-229 Incident 25-230	12 Incident 25-231 Incident 25-232 Department Trng	13 Station Maintenance Fill Barrels-McLaren	14 Incident 25-233 Incident 25-234	15 Incident 25-235	16 Incident 25-236 Incident 25-237 Incident 25-238 Incident 25-239 Incident 25-240 Incident 25-241 Incident 25-242 Incident 25-243 Incident 25-244 Incident 25-245	17 Incident 25-246 Incident 25-247 Incident 25-248
18 Incident 25-249	19 Incident 25-250 Incident 25-251 Department Trng	20 Fire Hall Tour-Lynch Leadership Mtg	21 Incident 25-252	22 Incident 25-253	23 Incident 25-254	24 Incident 25-255 Incident 25-256
25 Incident 25-257 Incident 25-258	26 Incident 25-259	27 Incident 25-260	28 Incident 25-261 Incident 25-262 Station Maintenance	29	30	31 Incident 25-263 Incident 25-264

Notes
- Incidents (Monthly Total - 45)
- Training
- Public Events
- Meetings
- Department/Truck Maintenance
- Public Assistance

THE CITY OF LAPEER MICHIGAN

LAPEER HOUSING COMMISSION

ITEM K-1-4-a

Dept: Housing Improvement Department
Submitted To: Mr. Mike Womack, City Manager
From: Denise Soldenski, Director of Housing and Neighborhood Development
Date: June 19th, 2025
RE: May 7th, 2025 – June 10th, 2025
copy: Lapeer Housing Commission/Lapeer Riverview Towers, LLC

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

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

1. As of June 9, Riverview Towers is at 100% occupancy with one unit set to be vacated by June 30.
2. The Riverview waitlist has recently been "purged" to remove applicants who have passed away or are no longer interested and to update contact information for the remaining applicants. The waitlist still contains a sufficient supply of applicants to fill future vacant units.
3. Three utility bills that arrived in the mail following our earlier than usual May meeting were paid after the meeting to avoid late fees. These included DTE, Consumers, and Charter and are included in the checkbook ledger report in the June meeting packet.

B. HOUSING CHOICE VOUCHER PROGRAM (HCV)

1. As of June 9, 85 vouchers are under contract.
2. Pulling applicants from the waitlist will continue as funding allows to fill vacant vouchers.

C. ADMINISTRATION

1. **Attachment #1** Lapeer Housing Commission/Lapeer Riverview Towers, LLC financials. ***Includes the 7/1/2025 proposed budget for review & approval.***
2. ***Ms. Soldenski would like approval for Resolution #16-2025 Disposition of Disposed Items for FYE 6/30/2025.***
3. ***Ms. Soldenski would like approval for Resolution #17-2025 Debt Write Off for FYE 6/30/2025*** which includes one debt owed to LRT from FYE 6/30/2024 that needed to be written off.
4. ***Ms. Soldenski would like review and approval for the 7/1/2025 Budgets for both Lapeer Housing Commission (LHC) and Lapeer Riverview Towers, LLC (LRT) which includes the Replacement Reserve (RR) funding and increase of the monthly RR for 7/1/2025. The following Resolutions apply: LRT Resolution #18-2025 LRT Operating/Capital Budget FY 7/1/2025-6/30/2026, LHC Resolution #188-2025 LHC Budget FY 7/1/2025 – 6/30/2026, and HUD52574 LHC Resolution #189-2025 PHA Board Resolution Approving Operating Budget.***
5. HUD released the Final Rule of the Housing Opportunity Through Modernization Act (HOTMA) of 2016, Sections 102, 103 and 104 on February 14th, 2023. This rule provides for income and asset changes that will affect the HCV and PBV programs. HUD released PIH Notice 2023-27 which provides implementation guidance. On 4/24/24 HUD released PIH Notice 2024-12 that covers "Housing Information Portal (HIP) Implementation"; however, that notice was officially rescinded by HUD on 7/3/24 with further guidance pending. LHC must be on-boarded to the new HUD HIP prior to implementing most of HOTMA. Prior to full implementation, staff training and

tenant/landlord notifications must take place. *LHC is current with all policy for partial HOTMA requirements effective through 7/1/2025 and adopted use of Nan McKay version of HCV Admin Plan effective 3/20/2025. Date of full HOTMA implementation is unknown.*

6. HUD has changed the process/standard for Housing Quality Standard Inspections (HQS) to National Standards for the Physical Inspection of Real Estate (NSPIRE). The new standard is an inspection model that is now common across the various HUD programs. HUD has issued PIH Notice 2023-28 for implementation guidance and administrative procedures for HCV/PBV. On 6/14/24, HUD announced that they have delayed the mandatory conversion to NPSIRE until October 1st, 2025 due to the burden on PHAs with so many other HUD changes in progress. The LHC will need to use a HUD NSPIRE cell phone application which has not yet been released. *Due to the status of the Federal Government, the mandatory conversion to NSPIRE may once again be delayed.*
7. HUD occasionally updates chapters in the "Housing Choice Voucher Program Guidebook". As the chapters are released, Ms. Soldenski reviews, updates and requests approval for our HCV Administrative Plan, if necessary. *There are no updates to the Guidebook this month that affect policy.*

THE CITY OF LAPEER MICHIGAN

ITEM K-1-4-b

LAPEER NEIGHBORHOODS INC.

To:	Housing Improvement Department
Submitted To:	Mr. Mike Womack, City Manager
From:	Denise Soldenski, Director of Housing and Neighborhood Development
Date:	June 19th, 2025
RE:	May 7th, 2025 – June 10th, 2025
copy:	Lapeer Neighborhoods Inc.

A. HOUSING IMPROVEMENT DEPARTMENT (HID)

1. **MSHDA MI-HOPE Grant:** Ms. Lincoln is continuing to gather bids and additional documents for each applicant.
   a. **Project 9 – N. Main St. – Homeowner** – Asbestos complete. Contractor in process of scheduling HVAC and electrical contractors.
   b. **Project 11 – 2nd St. – Homeowner** - Windows/Doors/AC – Project complete.
   c. **Project 14 – Jefferson St. – Homeowner** – Furnace, Electrical panel, and Windows – Project in process.

2. **MSHDA MI-Neighborhood Park Enhancement Grant:**
   a. **Cramton Park** – Purchase and planting of 100 perennials on park hill – Project complete.
   b. **Farmers Market Pavilion** – Repaint and repair pavilion – Project in process pending weather.
   c. **Rowden Park** – Restroom rehabilitation of new toilets, sinks, partitions and hand dryers as well as wildflower and perennial planting within park – Project in process with contracts signed.
   d. **Pocket Park Mural** – Artist to paint a new mural – Set up in process. Need approval from DDA board on artwork prior to starting project.

3. **MSHDA MI-Neighborhood Grant 2025 application:** Ms. Lincoln received the reservation memo from MSHDA and has returned for the grant agreement to be sent. The grant will consist of $200,000 in homeowner rehabilitation funds and $36,000 in administration funds. Once the grant agreement is signed by all parties, then the Environmental Review will begin.

4. **MSHDA Housing Choice Vouchers / Section 8**
   a. MSHDA voucher allocations have been updated recently for the limitations on MSHDA/HUD funding. Effective 12/1/24, Lapeer County allocation is 315 regular Housing Choice Vouchers, 6 Project Based Vouchers, 15 Emergency Housing Vouchers for a total in Lapeer County of 336. Tuscola County allocation is 81 Housing Choice Vouchers, 5 Project Based Vouchers, and 3 Emergency Housing Vouchers for a total of 89 in Tuscola County. Huron County allocation is a total of 43 Housing Choice Vouchers, and 1 Emergency Housing Vouchers for a total of 44. Our total VASH allocation remains at 35, Moving Up is 3, and Balance of State is 7 (only 1 leased). The total allocation as of 12/1/24 is 514. MSHDA has allowed the HARAs to populate waitlists with a waitlist pull on June 2nd. They are only allowing waitlists to be populated with the exact number of names expected for the waitlist pull so that names won't be sitting idle. Huron had 2 names pulled: Lapeer, 11 and Tuscola, 3.

b. Lease up rate is being waived by MSHDA until 12/31/2025.

B. LAPEER NEIGHBORHOODS INCORPORATED (LNI)

1. **Projects –**
   a. 405 S. Elm: Vacant: Board has decided to hold on to this property for a future new build. Continuing to search for potential grant funds or possibly a buyer of the property if the right opportunity becomes available.

C. FINANCE

1. Attachment #1: Financial report.

D. ADMINISTRATION

1. Ms. Soldenski provided a summary to the City Manager for input gathered from developers for a potential re-release of the RFQ for the White Jr. High property.
2. The City has engaged with WSP Environmental to provide a Due Care Plan, Demolition Cost Estimate, and Conceptual Drawings for 18 E. Nepessing. An brief initial meeting took place June 2nd.
3. The City of Lapeer is currently waiting for feedback from Michigan Association of Planning (MAP) on our Zoning Ordinance for any recommended changes to alleviate barriers to housing.

TO: City Planning Commission & Lapeer City Commission
FROM: Planning Department
DATE: June 5, 2025
RE: **June 2025 Development Activities Report**

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

Site Plans Reviewed by Planning Commission

1. Telco Hut / 123NET – Vacant Davison Road Parcel #L21-18-180-001-00
General Information – Construction of a 200 sq. ft. telecommunications shelter structure for connection and maintenance of fiber optic systems for internet connections.

Project Status – The site plans were received on April 28, 2025, staff comments were provided to the applicant on May 13, 2025. Revised plans were received May 29, 2025. The plan is scheduled for review and approval consideration at the June 12th Planning Commission meeting.

2. Michigan Dept. of Health & Human Services – 1022 W. Genesee St.
General Information – Reoccupation of the 14,704 sq. ft. former Rite Aid location by the State of Michigan Department of Health & Human Services with minor site changes.

Project Status – The site plans were received on March 27, 2025 and approved with conditions at the May 8, 2025 Planning Commission meeting. Revised plans received May 20, 2025 are currently being reviewed by staff.

3. Aspen Dental – 936 S Main St.
General Information – Construction of a 3,500 sq. ft. medical office building and related site improvements.

Project Status – The site plans received on February 18, 2025. Staff comments were provided on February 27, 2025. Revised site plans were received March 17, 2025 with comments provided on March 25, 2025. The site plan was approved with conditions at the April 10th Planning Commission meeting. The Zoning Board of Appeals approved setback variances for the building, parking area and landscaping on April 28, 2025. City staff is currently waiting on revised plans.

4. Midstate Well Drillers – 1313 Imlay City Rd.
General Information – Reconstruction of a 2,800 sq. ft. commercial building on the same footprint as a previous building destroyed by fire utilizing existing pavement, entrances and parking.

Project Status – The site plans were received on January 7, 2025. Staff comments were provided to the applicant on January 21, 2025. On October 10, 2024 the Planning Commission approved a non-conforming building designation for overhead doors location, side yard greenbelts and front yard parking non-conformities. The Planning Commission gave contingent approval of the Site Plan on February 13, 2025. Revised plans were received March 24, 2025. Revised plans received May 1, 2025 were approved and distributed May 12, 2025. Building plans submitted May 28, 2025 are under review by the Building Department.

5. Lapeer County Animal Control Addition – 2396 W. Genesee St.
General Information – Construction of a 3,265 sq. ft. addition to the existing 3,500 sq. ft. Animal Control facility owned and operated by Lapeer County.

Project Status – The site plans were received on September 3, 2024. Staff comments were provided to the applicant on Sept. 17, 2024. Revised plans received Sept. 26, 2024 were approved with conditions by the Planning Commission on October 10, 2024. Revised received on Nov. 26, 2024 were approved, signed and distributed December 18, 2024. The Building Department permit were issued on March 24, 2025. Construction is underway as of April 15, 2025.

6. Lapeer Cultivation (#3) – John Conley Dr. Parcel #L20-83-358-030-00
General Information – Construction of a new 11,480 sq. ft. marihuana grow facility.

Project Status – The site plans were received on August 29, 2024. The site plan was approved with conditions by the Planning Commission on September 12, 2024. Revised plans were received January 7, 2025, February 11, 2025 and March 6, 2025. Once the Property Transfer Affidavit is received the plans are ready for staff approval signatures and distribution.

7. Urgent Design Addition – 3123 John Conley Dr.
General Information – Construction of a 70,514 sq. ft. addition to the existing 55,866 sq. ft. industrial facility.

Project Status – The site plans were received on July 1 and August 5, 2024 and approved with conditions at the August 8, 2024 Planning Commission meeting. City is waiting on revised plans.

8. Farley Commercial Building – DeMille Blvd.
General Information – Construction of a new 5,000 sq. ft. commercial building on the north side of DeMille Blvd. The previous plan submittal in February 2021 has expired and the project is now being re-submitted for a full review.

Project Status – The 2nd full review submission of the site plan was received on June 28, 2024 and revised plans received on July 25, 2024 were approved at the August 8, 2024 Planning Commission meeting with the conditions. In December 2024 the County Drain Commission confirmed a permit is not required. The recorded water main easement was received February 12, 2025. Revised plans were received on February 24, 2025. Revised plans received March 6, 2025 were approved and distributed on March 10, 2025. Building permits were issued May 7, 2025.

9. Tommy's Express Car Wash – 1068 S. Main Street
General Information – Construction of a new automatic car wash with vacuum stations.

Project Status – The 2nd full review submission of the site plan was received on May 31, 2024 and revised plans were received on June 24, 2024 were approved with conditions at the July 11, 2024 Planning Commission meeting. The approved and signed Wakkott Road paving agreement was received on December 10, 2024. A site plan amendment was received on February 26, 2025 to add 15 ft to the south property line and add an additional stacking lane. Revised plans for the site plan amendment were received on March 25, 2025. City staff is waiting on completion of parcel modification process, recorded amended sanitary sewer easement and EGLE permit.

10. EL Cozumel Restaurant – 1109 S. Main Street
General Information – Construction of new 5,692 sq. ft. restaurant and related site improvements.

Project Status – The site plan was submitted on October 31, 2023 and conditionally approved at the December 14, 2023 Planning Commission meeting. On November 19, 2024 the Planning Dept. received confirmation of MDOT's approval of the Right-of-Way permit as submitted by the applicant pending submittal of the required bond and certificate of insurance to MDOT. Approved and signed site plans were distributed on December 11, 2024. The applicant is required to provide the final approved MDOT permit and recorded required easements to the Planning Department prior to Building Department's issuance of a Building Permit. An amended site plan incorporating an outdoor rooftop patio seating area and additional parking were submitted for administrative review on May 7, 2025 and comments were provided May 20, 2025. City staff is currently waiting on revised site plans and completion of the lot combination process.

11. Carriage Hill Circle – New Multiple-Family Residential Units
General Information – Construction of a new phased multiple-family residential development consisting of 32 units on Carriage Hills Circle.

Project Status – The site plan was submitted on April 3, 2023 and revised plans were received on April 26th, June 9th, July 21st. The Planning Commission approved the site plan with conditions on August 10, 2023. Revised plans were received on Aug. 31st & Oct. 19th 2023. The site plan was approved on Oct. 19, 2023 and final signed plans were distributed Oct. 31, 2023. A one-year site plan approval extension until Aug. 10, 2025 was approved by the Planning Commission on July 11, 2024. Building permits for 9 units were issued May 20, 2025 and construction is underway.

12. Sunoco Station – 715 S. Main St.

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

Project Status – The site plan was submitted on April 3, 2023 and conditionally approved on July 13, 2023. Final plans were approved on September 14, 2023 and a one-year extension until July 13, 2025 was approved by the Planning Commission July 11, 2024. An alternative exterior building façade improvement project not incorporating the proposed addition was completed with a Certificate of Occupancy issued May 5, 2025. This project will be removed from the next report.

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

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

Project Status – The site plan was originally submitted and approved in 2019. An amended site plan was received July 26, 2022 and approved on August 11, 2022. Construction of the clubhouse and pool is planned for future Phases (3 and 4). The applicant's request for a waiver from landscaping buffer requirements to not construct a perimeter privacy fence was denied at the November 2023 Planning Commission meeting. The City requested final as-built site plan prior to building plan review given the number of changes to the site with various phases and minor changes to exterior improvements. The applicant submitted a revised performance bond to the Planning Department for remaining work items, a Final C of O has been issued for Buildings #1-4 and temporary occupancy has been issued for buildings 5, 6 and 7. The property owner's request for a variance to the fencing requirement on the west side of the property was denied by the ZBA on October 22, 2024. The developer has constructed a fence along a portion of the west property line and has been directed to submit as built plans showing current site topography information and locations of the existing berm, new fencing and required gate.

14. Woodchips Mixed Use Building #2 – Vacant Lot - 480 W. Nepessing St.

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

Project Status – Site plans originally received in May 3, 2022 and contingently approved on June 9, 2022 have expired. A new site plan submittal was received on June 12, 2024 and approved with conditions at the July 11, 2024 Planning Commission meeting. Planning Department received all approved and recorded easement documents and final approved and signed site plans were distributed on February 3, 2025. Building Department has reviewed and approved the building plans and is waiting on permit application submittals from the General Contractor. The applicant will be notified of the upcoming site plan one year approval expiration date.

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

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

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

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

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

Project Status – The site plan for Phase 1 was received on November 1, 2021. Special land use was approved December 9, 2021 and the site plan received contingent approval on January 13, 2022. MDOT required changes to the access drive location on M-24. A site plan extension was approved until January 13, 2024. Revised plans were received on March 24, June 14, August 9 and September 27, 2023. Recorded Easements have been received and EGLE permits have been issued. Final plans were approved on February 21, 2024 and distributed March 13, 2024. Demolition of the existing structures has been completed. Building permits have been issued and tree clearing and land balancing work is underway.

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

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

Administrative Review Site Plans in Process

E&L Towing Addition – 920 DeMille Rd.
General Information – Construction of a 653 sq. ft. addition to the existing building.

Project Status – The site plans were received and distributed for staff reviews on March 19, 2025, 2025. Revised site plans received May 1, 2025 were approved by the Planning Commission on May 8, 2025. Construction is underway.

Projects on Hold:

HTF Hydraulic Tubes & Fittings – 524 McCormick St.
General Information – Construction of a 3,645 sq. ft. building addition and resurfacing of the existing parking lot at the existing site.
Project Status – The site plan was received on Sept. 29, 2020. Site plans were approved on Nov. 10, 2020. The Building Department has revoked their Temporary Certificate of Occupancy. The City is waiting for construction to be completed in accordance with the approved site plan.

ITEM K-1-6

THE CITY OF LAPEER MICHIGAN

MEMORANDUM

CITY OF LAPEER POLICE DEPARTMENT

TO: Mike Womack, City Manager

FROM: Jeremy Howe, Chief of Police

DATE: 06/10/2025

RE: Monthly Report; May 1 – May 31, 2025

In the month of May 2025, our Police Department Officers responded to 1101 calls for service. Of these 1,101 calls for service, 160 or approximately 14% were criminal activity reports, of which 70 required submissions to the Michigan Incident Crime Reporting System (MICRS). Our officers made 19 arrests in May, 7 felony crimes and 12 misdemeanor crimes, with 4 arrests for operating under the influence of alcohol or drugs.

This month our officers made 285 traffic stops, issued 32 citations, and gave 253 verbal warnings. Officers also handled 44 vehicle crashes.

In the month of May, our Code Enforcement Officer handled 108 complaints. Complaints involved blight-garbage (8), grass mowing (65), signs (23), and Miscellaneous (11).

There was one overdose case reported in the month of May.

Department members attended 184 hours of advanced police training which included the following: Department Qualification for Firearms, Emergency Vehicle Operation, K-9 Training, Man Tracking, Leadership, Reid Investigation Course, Bike Training, and Photography for Evidence.

Overtime for the month of May was 152 hours. The majority of those hours are a result of holiday overtime, training, investigations and court.

In the month of May the Police Department assisted and/or participated in the following events: Setting up barricades for the Summer Car Cruise, Historic Farmers Market, Food Truck Festival and the Memorial Day Parade, ceremony at Veterans Park.

We also held our 2nd Annual Clay Shoot at the Hunters Creek Hunt Club. This event is for the City of Lapeer Police Charitable Fund which raised over 20,000 that will be donated to different charities within our community.

Park patrol will be increasing significantly as the summer begins. We will be having multiple officers assigned to all the parks and will be patrolling both on foot and on bikes.

Lapeer City Police Department
Monthly Report
MAY 2025

	Current Month	Calendar Year To Date	Previous Year To Date
Complaints Received and Investigated	1101	5028	4797
District Court Fines Received	$ 796.95	$ 5,704.71	$ 6,278.91
OUIL-Cost of Prosecution	$ 255.00	$ 3,100.00	$ 1,870.00
Charges for Copies of Police Reports	$ 108.26	$ 684.60	$ 756.74
ACCIDENTS:			
Fatal	0	0	0
Property Damage	27	120	135
Private Property Damage	17	102	78
Personal Injury	0	13	19
ARRESTS:			
Misdemeanor	12	66	94
Felony	7	30	62
HEROIN/OVERDOSE INCIDENTS:			
Heroin Possession/Usage	1	1	0
Overdose	0	0	0
Overdose Deaths	1	1	0

Interoffice Memo ITEM K-1-7

To: Mike Womack, City Manager
From: Ross Slusher, Director of Public Works
Date: June 9, 2025
RE: Department of Public Works Monthly Report – May 2025

Department of Public Works Division Summary:

Water/Sewer Utilities Division and Streets Division:

In April, Nepessing Street was milled and resurfaced with 2 inches of asphalt from M-24 to Mason St. Center Lane and fog line have been painted throughout the city. All asphalt repairs and yard restorations have been completed from water main break over the winter. We completed 70 work orders and 66 Miss Dig tickets.

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

- Painted bike lane symbols on Genesee St.
- Gravel road maintenance.
- Cleaned up sidewalks and streets downtown for multiple events.
- Assisted Parks with drainage ditch in Rowden Park.
- Finished Installing way finding signs for DDA.
- Annual root cutting throughout the city.
- Assisted sewer camera crew on Park and Pine St.
- Water main break on Court St.
- Clean lift stations for WWTP.
- Tree stump grinding and restorations.
- Replace lighting in Pocket Park.
- Sweeping city wide.
- Hang Banner brackets on downtown poles.

Training and Safety:

- Hearing protection safety meeting.
- Blood borne Pathogens safety meeting.
- Take 5 safety meeting – use machine guards.
- Water Distribution testing for S1 - S4 and D license.
- Justin Calvert, Austin Dunaway, and Dustin Johnson attended testing for water licenses.

Water/Sewer/Streets Monthly Routine tasks included:

Water sampling at all the wells (back-up water supply); Water samples: bacteria samples, and Water Quality testing of the distribution system; operate wells; meter reading; meter repair; Miss-Dig staking; add material and grade gravel streets; well house maintenance; dump maintenance; haul compost, rotation of PRV's in GLWA LA-02 Meter Pit; barricade placement Downtown

Equipment Maintenance Division:

- Modify and install mount for mini excavator breaker on trailer.
- Transmission repair, steering gear box, and power steering pump replacement on Fire trucks.
- Sold 2 vehicles, 2 leaf blowers and 1 mower on GovDeals.
- Assisted Park department with installation of HVAC electric motor at the Community Center.
- 66 Work orders completed.

Various repairs were completed on vehicles and equipment, including:

- Tire replacements and repairs.
- Brake system maintenance and replacements.
- Electrical system diagnostics and repairs.
- Air leak inspections and repairs.
- Exhaust leak repairs.

CITY OF LAPEER

STREET DEPARTMENT - MONTHLY REPORT

	HOURS
Tree trimming/removal throughout the city	143.5
DPW maintenance	111
Sign maintenance	9
Install DDA signs	16
Stump restorations	13
Bloodborne Pathogens and Hearing Conservation safety class	2
Cones & barricades	19
Brush/compost	121.5
Interviews for Street Dept.	2.5
Work on maps for long line painting	2
Tree complaint	1
Take 5 for Safety - Use Machine Guards	1
Stump grinding	8
Follow line painters	10
Mark lines for bike route and parking spaces	3
Gravel road maintenance	2
City Hall building maintenance	9
Banner poles on street lights downtown	7
Sweep city streets	5
Remove tree at 805 Jefferson	4
Replace lightbulbs in Pocket Park	2
Meet with Jim Alt about banner poles	1
New employee orientation	2
Blow out downtown	4
Prep/paint parking lines	28
Vehicle maintenance	8
Pull forms on concrete	4
Dig drainage ditch in park	2

CITY OF LAPEER

WATER DEPARTMENT - MONTHLY REPORT

	HOURS
Meter reading	5
Service requests	61.5
Number of work orders, re-reads, service line checks & MXU repairs	70
DPW building/grounds maintenance	50
Miss Dig	66
Clear catch basins	3
Cones and barricades	18.5
Interviews for Street Dept.	2.5
Flow test	1
Bloodborne Pathogens and Hearing Conservation safety class	1.5
Hydrant paint prep	2
Take 5 For Safety - Use Machine Guards	1
One Day Math class	24
Restoration of lead line replacement at 832 Beach St.	2
Plan review	2
Clean out and locate in-line valve	2
Meeting at Rec Center	2
Restorations of vac holes	36.5
Rotate PRV's	1
Saw-cut/prep water main repair areas	70
Meet with Parks Dept. - water issue	2.5
Equipment maintenance	2.5
DPW lean-to prep	6
City Hall building maintenance	0.5
Water license testing	30
Restorations of water main break area repairs	13
Pre construction meeting at City Hall - Farley Building	1
Topsoil	1
Water service turn ons/turn offs	11
Water/Well samples - take to Lansing	24
Management Phase III training	18
Office work	24
Water/sewer inspections	7
Inspection work with the Building Dept.	16
Water Shut offs	***27***

OVERTIME STREETS MONTHLY REPORT

STREETS O.T.	HOURS
May 2 - Call in - green traffic light out at Court & Nepessing	6
May 9 - Pick up barricades and Type 3 signs on Nepessing	6
May 12 - Follow line painters	1.5
May 16 - Call in - traffic signals down	12
May 26 - Call in - fill sink hole on E Nepessing St.	6
Mechanics	
May 25 - Repair water leak on ladder truck	3

OVERTIME SEWER MONTHLY REPORT

SEWER O.T.	HOURS
May 1 - Call in - sewer backing up at 54 Union St.	3

OVERTIME WATER MONTHLY REPORT

WATER O.T.	HOURS
May 22 - Turn on water	.5
May 27 - Turn on water that was turned off for non-payment	1
May 30 - Repair main break on Court St.	15.5

CITY OF LAPEER

SEWER DEPARTMENT - MONTHLY REPORT

	HOURS
DPW maintenance	34
Jet trouble areas	4
Vac lean-to areas	2
Annual root cutting throughout the city	12
Catch basin/manhole maintenance or repair	9
Jet for Park/Pine St. Project	60
Bloodborne Pathogenes and Hearing Conservation safety class	1
Vactor maintenance	10
Assist contractor on Pine St.	20
Clear catch basins - heavy rain	2
Take 5 for Safety - Use Machine Guards	0.5
Topsoil	0.5
Parts run	5
Clean lift stations for WWTP	18
Hot Weather class	2
Daylight Miss Digs for pole placements	2
Root cut Jackson St.	17.5

K-1-7-E

To: Mike Womack, City Manager
From: Ross Slusher, Director of Public Works
Date: June 3, 2025
RE: Consumers Confidence Report

STAFF RECOMMENDATION

Attached is a copy of the 2024 Consumers Confidence Report. This document is required to be published each year to provide information to consumers regarding the City of Lapeer drinking water quality. The report includes information on our system and infrastructure facts including a snapshot of the Great Lakes Water Authority (GLWA) process to produce drinking water and information on Great Lakes Water Authority. Most of this data provided in this report is mandated by Michigan Department of Environment, Great Lakes, and Energy (EGLE).

CURRENT OR NEW INFORMATION

This report will be scheduled to be published in The Lapeer County Press in June 2025. It will be posted on the City's web page and hand delivered to public places, private and public schools, and the Lapeer County Health Department. If you have any questions or concerns, please feel free to contact me.

BACKFROUND OR PREVIOUSLY SUBMITTED INFORMATION

This report provides water testing results for the City of Lapeer and GLWA. Additional information has been included in this report on water conservation, cross-connection and lead service line replacement to provide our customers with a better understanding of these three topics and how they affect all water users.

A summary of what you find in the CCR is as follows:

- Sampling
- Lead and Copper Testing
- Chlorine residual
- Source Water Assessment, Lake Huron
- Sodium
- Health effects language
- Water test results
- Cross-connection
- Water conservation
- Great Lakes Water Authority information
- City of Lapeer information

AGENDA ITEM REVIEW

Meeting Date:	**June 16, 2025**	**Date Reviewed:**	**June 5, 2025**
Consent:			
Administrative:		**Reviewed By:**	
Public Hearing:			

City of Lapeer

2024 Consumers Confidence Water Quality Annual Report

Attention: This is an Important Report on Water Quality and Safety

This information is an overview of the quality of water that the City of Lapeer provided to you in 2024. This report will show you the source of our water; list water test results; and it also contains important information about water and health.

About Our System

The City of Lapeer water system consists of approximately 369,600 linear feet of water main (70 miles), 1,306 gate valves, 792 fire hydrants and four (4) back-up wells. Water main size throughout the city varies from 4" to 20". The wells provide a back-up water supply in the event the Great Lakes Water Authority System (GLWA) fails. Our wells are capable of producing 4 million gallons a day, and on average the city uses 1.2 million gallons per day.

The Water Division has a wide range of duties that are necessary for providing continuous service and safe drinking water. Our goal along with GLWA is to ensure safe drinking water and provide the highest quality of service to our customers. The City of Lapeer Water Department consists of a determined group of individuals who are vigilant in improving methods and procedures to meet new challenges in maintaining a safe drinking water system.

The water we receive is surface water from Lake Huron. Great Lakes Water Authority (GLWA) water plant is located five miles north of Port Huron. Water for treatment at the Lake Huron plant arrives via a deep tunnel with an intake located 5 miles out in Lake Huron – at a depth of 45'.

January 1, 2016, was the official date in which the City of Detroit no longer controlled the regional potable water supply. The process of restructuring and converting assets from Detroit Water to the newly formed Great Lakes Water Authority (GLWA) took several years. The Great Lakes Water Authority is an independent entity in that the authority's operations are administered through a director who works with a board in providing this region with safe drinking water. The board is made up of representatives from communities that purchase water from GLWA. These representatives hold their seat for a four-year term. As a result of this process the City of Detroit is now a customer of GLWA vs. being the owner and operator. In that this report represents water information pertaining to 2004 in which Detroit Water is identified as the water provider for the City of Lapeer within that time period. For additional information on Great Lakes Water Authority please visit their web page at www.glwater.org.

In 2024 the City of Lapeer received a monitoring violation from EGLE. This violation was for failing to collect the required metals sample during the monitoring period of January 1, 2024, to September 30, 2024. The City did in fact collect the samples after the required dates, but there are no potential adverse health effects. This is a backup well only. Our staff is making every effort to assure this does not happen again.

In the event that concern over water quality develops, the city will notify you immediately through cable, radio, television, and newspapers.

GLWA - How Do We Know Water is Safe to Drink?

GLWA treatment facilities operate 24 hours a day, seven days a week. The treatment process begins with disinfecting the source water with chlorine to kill harmful microorganisms that can cause illness. Next, a chemical called Alum is mixed with the water to remove the fine particles that make the water cloudy or turbid. Alum causes the particles to clump together and settle to the bottom. Fluoride is also added to protect our teeth from cavities and decay. The water then flows through fine sand filters called beds. These filters remove even more particles and certain microorganisms that are resistant to chlorine. Finally, a small amount of phosphoric acid and chlorine are added to the treated water just before it leaves the treatment plant. The phosphoric acid helps control the lead that may dissolve in water from household plumbing systems. The chlorine keeps the water disinfected as it travels through water mains to reach your home.

Drinking water quality is important to our community and the region. The City of Lapeer and the Great Lakes Water Authority (GLWA) are committed to meeting state and federal water quality standards including the Lead and Copper Rule. With the Great Lakes as our water source and proven treatment technologies, the GLWA consistently delivers safe drinking water to our community. City of Lapeer operates the system of water mains that carry this water to your home's service line. This year's Water Quality Report highlights the performance of GLWA and City of Lapeer water professionals in delivering some of the nation's best drinking water. Together, we remain committed to protecting public health and maintaining open communication with the public about our drinking water.

GLWA not only meets safety and health standards, but also ranks among the top 10 in the country for water quality and value.

Source water protection Lake Huron intake; for communities receiving water from the Lake Huron Plant:

Your source of water comes from the lower Lake Huron watershed. The watershed includes numerous short, seasonal streams that drain to Lake Huron. The Michigan Department of Environmental Quality in partnership with the U.S. Geological Survey, the Detroit Water and Sewerage Department, and the Michigan Public Health Institute performed a source water assessment in 2004 to determine the susceptibility of potential contamination. The susceptibility rating is on a seven-tiered scale ranging from "very low" to "very high" based primarily on geologic sensitivity, water chemistry, and contamination sources. The Lake Huron source water intake is categorized as having a moderately low susceptibility to potential contaminant sources. The Lake Huron water treatment plant has historically provided satisfactory treatment of this source water to meet drinking water standards.

GLWA has initiated source-water protection activities that include chemical containment, spill response, and a mercury reduction program. GLWA participates in the National Pollutant Discharge Elimination System permit discharge program and has an emergency response management plan. GLWA has a Surface Water Intake Protection Plan for the Lake Huron water intake. The plan has seven elements: roles and duties of government units and water supply agencies, delineation of source water protection areas, identification of potential sources of contamination, management approaches for protection, contingency plans, siting of new water sources, public participation, and public education activities. If you would like to know more information about the Source Water Assessment Report, please contact GLWA at **(313) 926-8127**.

If you have questions regarding this source water or a complete copy of this report, please contact the City of Lapeer (810) 664-4711.

Additional Information

In order to ensure that tap water is safe to drink, EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- *Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

- *Inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

- *Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.*

- *Organic chemical contaminants, including synthetic and volatile organics, which are by-products of industrial processes and petroleum production and can also, come from gas stations, urban storm water runoff and septic systems.*

- *Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.*

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at **(800) 426-4791**.

Warning about the vulnerability of some populations to contaminants in drinking water:

"Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline at **(800) 426-4791**.

Infants and children who drink water containing lead could experience delays in their physical or mental development. Children could show slight deficits in attention span and learning abilities. Adults who drink this water over many years could develop kidney problems or high blood pressure. It is possible that lead levels at your home may be higher than at other homes in the community as a result of materials used in your homes plumbing. If you are concerned about elevated levels of lead in your home's water, you may wish to have your water tested and flush your tap for 30 seconds to 2 minutes before using tap water. Additional information is available from the Safe Drinking Water Hotline at **(800) 426-4791** or at http://www.epa.gov/safewater/lead.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with lead service lines, corrosion of household plumbing including fittings and fixtures or erosion of natural deposits. The City of Lapeer is responsible for providing high quality drinking water but cannot control the variety of materials used in plumbing components. It is possible that lead levels at your home may be higher than at other homes in the community as a result of materials used in your homes plumbing. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you have a service line that is lead, galvanized previously connected to lead, or unknown but likely to contain lead, it is recommended that you run your water for at least 5 minutes to flush water from both your plumbing and the lead service line. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline at (800) 426-4791 or at http://www.epa.gov/safewater/lead. Safe drinking water is a shared responsibility. The water that GLWA delivers to our community does not contain lead. Lead can leach into drinking water through home plumbing fixtures, and in some cases, customer service lines. Corrosion control reduces the risk of lead and copper from leaching into your water. Orthophosphates are added during the treatment process as a corrosion control

method to create a protective coating in service pipes throughout the system, including in your home or business. The City of Lapeer performs required lead and copper sampling and testing in our community following the Department of Environmental Quality sampling procedure and sample periods. Water consumers also have a responsibility to maintain the plumbing in their homes and businesses and can take steps to limit their exposure to lead.

Lead can cause serious health effects in people of all ages, especially pregnant people, infants (both formula-fed and breastfed), and young children. Lead in drinking water is primarily from materials and parts used in service lines and in home plumbing. The City of Lapeer is responsible for providing high quality drinking water and removing lead pipes but cannot control the variety of materials used in the plumbing in your home. Because lead levels may vary over time, lead exposure is possible even when your tap sampling results do not detect lead at one point in time. You can protect yourself and your family by identifying and removing lead materials within your home plumbing and taking steps to reduce your family's risk. Using a filter, certified by an American National Standards Institute accredited certifier to reduce lead, is effective in reducing lead exposures. Follow the instructions provided with the filter to ensure the filter is used properly. Use only cold water for drinking, cooking, and making baby formula. Boiling water does not remove lead from water. Before you use tap water for drinking, cooking, or making baby formula, flush your pipes for several minutes. You can do this by running your tap, taking a shower, doing laundry, or a load of dishes. If you have a lead service line or galvanized requiring replacement service line, you may need to flush your pipes for at least 5 minutes to flush water from both your home plumbing and the lead service line. If you are concerned about lead in your water and wish to have your water tested, contact the City of Lapeer at 810-664-4711 for available resources. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available at https:www.epa.gov/safewater/lead/.

There is no safe level of lead in drinking water. Exposure to lead in drinking water can cause serious health effects in all age groups. Infants and children can have decreased IQ and attention span. Lead exposure can lead to learning and behavior problems or exacerbate existing learning and behavior problems. The children of persons who are exposed to lead before or during pregnancy can have increased risk of these adverse health effects. Adults can have increased risks of heart disease, high blood pressure, kidney, or nervous system problems.

In 2018, the Michigan Safe Drinking Water Act's Lead and Copper Rule was changed to better protect your health. New water sampling rules have been added to better detect possible lead in your drinking water. These changes require communities with lead service lines to do more sampling. This new sampling method was expected to result in higher lead results, not because the water source or quality for residents has changed, but because the act has more stringent sampling procedures and analysis.

The City of Lapeer has been conducting testing of tap water in homes with lead service lines for lead and copper in accordance with this Act since 1992.

In 2019 the City of Lapeer started surveying homes and business to identify material used for water services lines. In December 2022, the City of Lapeer completed surveying and identified all lead and galvanized service lines and found a total of 79 lead services and 81 galvanized services. The city has applied for and is receiving a DWRF Grant for replacement of all lead and galvanized service lines of which replacements began on March 20, 2023. According to EGLE records the City of Lapeer has identified 1 lead service out of a total of 3,559 service lines. If you would like more information please contact Ross Slusher, City of Lapeer Water Department at (810)664-4711

Additional Lead and Copper information can be found at www.ci.lapeer.mi.us and www.glwater.com

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Monitoring Requirements Not Met for City of Lapeer

The City of Lapeer is required to monitor your drinking water for specific contaminants on a regular basis. Results of regular monitoring are an indicator of whether or not our drinking water meets health standards. During the monitoring period of January 1, 2024, to September 30, 2024, we did not monitor for metals at one of our **standby wells.** The violation **does not** pose a threat to the quality of the supply's water.

What should I do? There is nothing you need to do at this time. This is not an emergency. You do not need to boil water or use an alternative source of water at this time. Even though this is not an emergency, as our customers, you have a right to know what happened and what we are doing to correct the situation.

The table below lists the contaminants we did not properly test for, how often we are supposed to sample for these contaminants, how many samples we are supposed to take, how many samples we took, when samples should have been taken, and the date we will collect follow-up samples.

Contaminants	Required sampling frequency	Number of samples taken	Date samples should have been collected	Date samples will be collected by
Metals	Every 9 years	0	January 1, 2024 – September 30, 2024	December 31, 2024

What happened? What is being done? We inadvertently failed to collect the required metals sample during the monitoring period of January 1, 2024, to September 30, 2024. We will be collecting these samples as soon as possible. Our staff is making every effort to assure this does not happen again.

For more information, please contact Ross Slusher, Director of Public Works, at 810-664-4711.

Key to the Detected Contaminants Table

Symbol	Abbreviation	Definition/Explanation
>	***Greater than***	
°C	***Celsius***	***A scale of temperature in which water freezes at 0° and boils at 100° under standard conditions.***
AL	***Action Level***	***The concentration of a contaminant, which, if exceeded, triggers treatment or other requirements which a water system must follow.***
HAA5	***Haloacetic Acids***	***HAA5 is the total of bromoacetic, chloroacetic, Dibromoacetic, dichloroacetic, and trichloroacetic acids. Compliance is based on the total.***
Level 1	***Level 1 Assessment***	***A Level 1 assessment is a study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in the water system.***
Level 2	***Level 2 Assessment***	***A level 2 assessment is a very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.***
LRAA	***Locational Running Annual Average***	***The average of analytical results for samples at a particular monitoring location during the previous four quarters.***
MCL	***Maximum Contaminant Level***	***The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.***
MCLG	***Maximum Contaminant Level Goal***	***The level of contaminant in drinking water below which there is no known or expected risk to health.***
MRDL	***Maximum Residual Disinfectant Level***	***The highest level of disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.***
MRDLG	***Maximum Residual Disinfectant Level Goal***	***The level of a drinking water disinfectant below which there is no known or expected risk to health. MRLDG's do not reflect the benefits of the use of disinfectants to control microbial contaminants.***
n/a	***not applicable***	
ND	***Not Detected***	
NTU	***Nephelometric Turbidity Units***	***Measures the cloudiness of water.***
pCi/L	***Picocuries Per Liter***	***A measure of radioactivity***
ppb	***Parts Per Billion (one in one billion)***	***The ppb is equivalent to micrograms per liter. A microgram = 1/1000 milligram.***
ppm	***Parts Per Million (one in one million)***	***The ppm is equivalent to milligrams per liter. A milligram = 1/1000 gram.***
RAA	***Running Annual Average***	***The average of analytical results for all samples during the previous four quarters.***
SMCL	***Secondary Maximum Contaminant Level***	***An MCL which involves a biological, chemical or physical characteristic of water that may adversely affect the taste, odor, color or appearance (aesthetics), which may thereby affect public confidence or acceptance of the drinking water.***
TT	***Treatment Technique***	***A required process intended to reduce the level of a contaminant in drinking water.***
TTHM	***Total Trihalomethanes***	***Total Trihalomethanes is the sum of chloroform, bromodichloromethane, dibromochloromethane and bromoform. Compliance is based on the total.***
µohms	***Microohms***	***Measure of electrical conductance of water***

The table on this page is a key to the terms used in the tables shown on the next pages.

2024 Lake Huron Regulated Detected Contaminants Tables

Regulated Contaminant	Test Date	Unit	Health Goal MCLG	Allowed Level MCL	Highest Level Detected	Range of Detection	Violation yes/no	Major Sources in Drinking Water
GLWA - Inorganic Chemicals – Annual Monitoring at the Plant Finished Tap								
Fluoride	**02-13-2024**	**ppm**	**4**	**4**	**0.8**	**n/a**	**no**	Erosion of natural deposits; Water additive, which promotes strong teeth; Discharge from fertilizer and aluminum factories.
Nitrate	**02-13-2024**	**ppm**	**10**	**10**	**0.35**	**n/a**	**no**	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.

City of Lapeer - Lead and Copper Monitoring at Customers' Tap in 2024								
Regulated Contaminant	**Year Sampled**	**Unit**	**Health Goal MCLG**	**Action Level AL**	**90th Percentile Value***	**Range of Individual Samples Results**	**Number of Samples Over AL**	**Major Sources in Drinking Water**
Lead	**2024**	**ppb**	**0**	**15**	**0**	**0 - .003 ppb**	**0**	Lead service lines, corrosion of household plumbing including fittings and fixtures; Erosion of natural deposits.
Copper	**2024**	**ppm**	**1.3**	**1.3**	**.13**	**0 - .18 ppm**	**0**	Corrosion of household plumbing system; Erosion of natural deposits; Leaching from wood preservatives.
*The 90th percentile value means 90 percent of the homes tested have lead and copper levels below the given 90th percentile value. If the 90th percentile value is above the AL additional requirements must be met.								

Regulated Contaminant	Test Date	Unit	Health Goal MRDGL	Allowed Level MRDL	Highest RAA	Quarterly Range of Results	Violation yes/no	Major Sources in Drinking Water
Total Chlorine Residual	**2024**	**ppm**	**4**	**4**	**0.80**	**0.68-0.87**	**no**	Water additive used to control microbes

City of Lapeer - Disinfection By-Products – Monitoring in Distribution System Stage 2 Disinfection By-Products								
Regulated Contaminant	**Test Date**	**Unit**	**Health Goal MCLG**	**Allowed Level MCL**	**Highest LRAA**	**Range of Detection**	**Violation yes/no**	**Major Sources in Drinking Water**
Total Trihalomethanes (TTHM)	**2024**	**ppb**	**n/a**	**80**	**47**	**21-47**	**No**	By-product of drinking water chlorination
Haloacetic Acids (HAA5)	**2024**	**ppb**	**n/a**	**60**	**22**	**11-22**	**No**	By-product of drinking water disinfection

2024 Turbidity – Monitored every 4 hours at Plant Finished Water Tap-GLWA			
Highest Single Measurement Cannot exceed 1 NTU	**Lowest Monthly % of Samples Meeting Turbidity Limit of 0.3 NTU (minimum 95%)**	**Violation yes/no**	**Major Sources in Drinking Water**
0.2 NTU	**100%**	**no**	**Soil Runoff**
Turbidity is a measure of the cloudiness of water. We monitor it because it is a good indicator of the effectiveness of our filtration system. It has no health effects however turbidity can interfere with disinfection and provide a medium for microbial growth. Turbidity may indicate the presence of disease-causing organisms. These organisms include bacteria, viruses, and parasites that can cause symptoms such as nausea, cramps, diarrhea and associated headaches.			

GLWA - Contaminant	Test Date	Unit	MCLG	MCL	Level Detected	Source of Contamination
Sodium (ppm)	02-13-2024	ppm	n/a	n/a	5.1	Erosion of natural deposits

Regulated Contaminant	Treatment Technique	Typical Source of Contaminant
Total Organic Carbon (ppm)	The Total Organic Carbon (TOC) removal ratio is calculated as the ratio between the actual TOC removal and the TOC removal requirements. The TOC was measured each quarter and because the level was low, there is no TOC removal requirement	Erosion of natural deposits

2024 Lake Huron Tap Water Mineral Analysis

Parameter	Units	Max.	Min.	Avg.
Turbidity	NTU	**0.10**	**0.04**	**0.07**
Total Solids	ppm	**156**	**89**	**125**
Total Dissolved Solids	ppm	**140**	**92**	**113**
Aluminum	ppm	**0.084**	**0.022**	**0.043**
Iron	ppm	**0.3**	**0.2**	**0.2**
Copper	ppm	**0.005**	**ND**	**0.001**
Magnesium	ppm	**8.0**	**7.4**	**7.6**
Calcium	ppm	**27.9**	**23.3**	**26.2**
Sodium	ppm	**5.3**	**0.5**	**4.3**
Potassium	ppm	**1.1**	**1.0**	**1.0**
Manganese	ppm	**0.001**	**ND**	**0.000**
Lead	ppm	**ND**	**ND**	**0.000**
Zinc	ppm	**0.010**	**ND**	**0.003**
Silica	ppm	**2.4**	**1.9**	**2.2**
Sulfate	ppm	**32.8**	**18.1**	**21.4**
Chloride	Ppm	**11.0**	**9.0**	**9.9**

Parameter	Units	Max.	Min.	Avg.
Phosphorus	ppm	**0.68**	**0.37**	**0.48**
Free Carbon Dioxide	ppm	**7.8**	**4.6**	**6.2**
Total Hardness	ppm	**106**	**88**	**99**
Total Alkalinity	ppm	**82**	**74**	**77**
Carbonate Alkalinity	ppm	**6**	**0**	**0**
Bi-Carbonate Alkalinity	ppm	**82**	**63**	**76**
Non-Carbonate Hardness	Ppm	**30**	**6**	**23**
Chemical Oxygen Demand	ppm	**8.7**	**2.0**	**4.4**
Dissolved Oxygen	ppm	**12.9**	**8.3**	**10.3**
Nitrite Nitrogen	ppm	**ND**	**ND**	**0.0**
Nitrate Nitrogen	ppm	**0.40**	**0.20**	**0.28**
Fluoride	Ppm	**0.80**	**0.51**	**0.72**
pH		**7.50**	**7.30**	**7.39**
Specific Conductance @ 25 °C.	µohms	**222**	**135**	**189**
Temperature	°C	**22.8**	**8.9**	**16.1**

- The State allows us to monitor for certain contaminates less than once per year because the concentrations of these contaminates are not expected to vary significantly from year to year. All of the data is representative of water quality, but some are more than one year old.

- The State and EPA require us to test our water on a regular basis to ensure its safety. The EPA recommends reporting results from any voluntary monitoring that is above a proposed MCL or above a level of concern. The detected unregulated contaminants in the tables shown do not meet these criteria.

Water Conservation:

Everyone can play a role in water conservation. Water conservation not only protects the environment but may help reduce your utility bill. Water conservation is being aware of how you are using water and adding measures to reduce your water usage. Listed below are a few tips:

- Toilets are the most common cause for high water bills. It is an unseen and often unheard leak that goes down the sewer. To check a toilet for leaks, add food dye to the tank, wait 15 to 20 minutes without flushing. If the food coloring appears in the bowl, there is a leak. It is not uncommon to lose up to 100 gallons a day from an invisible toilet leak.

- Turn off your water when brushing your teeth. You lose between 4 to 6 gallons of water when you leave the water on while you brush.

- On average 5% of your water consumption is used in the kitchen. There are several things you can do to reduce this water usage such as scrape dishes without using water and don't rinse them before putting them in a dishwasher; clean vegetables in a pan of water rather than under running tap water, then use that water to give your plants a drink; run the dishwasher only when it is full; and use the garbage disposal sparingly.

- Fix dripping faucets. A faucet that drips 60 times per minute can waste up to 3 gallons per day or 1,225 gallons each year.

- Additional information can be found on our web site at www.ci.lapeer.mi.us

Cross Connections:

What is a cross connection? A cross connection is a connection where non-drinking water or contaminants can enter the drinking water system through backflow or a back siphon. A back siphon can occur when pressure is reduced causing suction that pulls contaminants into the drinking water system. A main break is an example of what can cause a back siphon. Back pressure can take place when pressure inside a building becomes greater than the public water system pressure. Back pressure can be created by a fire suppression pump or other pressure creating equipment used in manufacturing. Back flow devices are required at specific locations as a safety precaution to assist in preventing back flow that is created by a back siphon or back pressure.

A cross connection can pose a serious health issue and are prohibited within a drinking water system. Cross-connection inspections are performed throughout the year to ensure a cross connection does not exist within a business or a residential sprinkler system and backflow devices are tested annually.

Outside water taps and garden hoses are the most common sources of cross-connection contaminations at home. A garden hose can create a hazard when left submerged in a bucket of dirty water or if laying on the ground it may be contaminated by fertilizers, cesspools, or garden chemicals.

We are committed to providing you safe, reliable, and healthy water. We are pleased to provide you with this information to keep you fully informed about your water. We will be updating this report annually and will also keep you informed of any problems that may occur throughout the year, as they happen. Copies are available at City Hall, the Department of Public Works and the County Health Department. This report will not be sent to you.

We welcome your comments and opinions about this report and will be happy to answer any questions you may have. Please direct your comments or questions to Ross Slusher - City of Lapeer, Water Department at (810) 664-4711.

Agradecemos sus comentarios y opiniones acerca de este informe y estaremos encantados de responder a cualquier pregunta que usted pueda tener. Por favor, dirija sus comentarios o preguntas a Ross Slusher - Ciudad de Lapeer, en el Departamento de Aguas (810) 664-4711.

ITEM # K-1-8-A

To: Mike Womack, City Manager
From: Romona Sanchez, City Clerk
Date: June 10, 2025
RE: Clerk' Office Report for May 2025

1) Records were reviewed with those needing information on burial location. There were Five (5) graves purchased (3 resident, 2 non-resident); two (2) full burials; and five (5) burials of cremains.

2) There were 64 additions, and 56 cancellations received regarding the voter registration records.

ITEM K-1-8

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

Updated: May 2025

Applicant Name	DBA	Address	License	Status
PROVISIONING CENTERS				
DNVK Lapeer Inc	The Pier Provisioning Center	2401 W Genesee St	**Facility**	**App: Exp 06-11-25**
The Pure Lapeer, LLC	Pure Lapeer	1330 Imlay City Road Units C&D	**Facility**	**App: Exp 06-21-25**
Alternative RX, LLC	Xplore Cannabis	824 S Main Street	**Facility**	**App: Exp 10-30-25**
TRC Lapeer LLC	The ReLeaf Center of Lapeer	200 E Genesee St	**Facility**	**App: Exp 10-23-25**
Ox Tail, Inc.	Heads	111 W Genesee St	**Facility**	**App: Exp 11-19-25**
SPMI LLC	Shango Lapeer	224 E Genesee St	**Facility**	**App: Exp 12-12-25**
FB Lapeer PRV, LLC	The Jazz Club Center	1333 Imlay City Road	***Provisional***	**App: Exp 02-10-26**
GROWER				
Green Thumb Growers	Green Thumb Growers	840 Whitney 3rd Extension	*Prov – Class A*	**App: Exp 10-24-25**
PROCESSOR				
Berry Green Management, Inc.	Berry Green Management, Inc	1330 Imlay City Road	**Facility**	**App: Exp 08-28-25**
Northwest Confections Michigan LLC	WYLD	525 S. Court Street, Suite 110	**Facility**	**App: Exp 10-07-25**
Berry Green Management, Inc	Berry Green Management, Inc	1356 Imlay City Road	**Facility**	**App: Exp 12-11-25**
SECURE TRANSPORTER				
None.				

ITEM K-1-8

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

Updated: May 2025

Applicant Name	DBA	Address	License	Status
PROVISIONING CENTERS				
TRC Lapeer LLC	H.O.D.	200 E Genesee St	**Facility**	**App: Exp 12-03-25**
The Pure Lapeer, LLC	Pure Lapeer	1330 Imlay City Road Units C&D	**Facility**	**App: Exp 12-03-25**
Alternative RX	Xplore	824 S. Main St.	**Facility**	**App: Exp 12-21-25**
DNVK Lapeer Inc	The Pier Provisioning Center	2401 W Genesee St	**Facility**	**App: Exp 11-19-25**
Ox Tail, Inc.	Heads	111 W Genesee St	**Facility**	**App: Exp 12-16-25**
SPMI, LLC	Shango Lapeer	224 E. Genesee St	**Facility**	**App: Exp 12-15-25**
GROWER				
Ka Ulu Ana LLC #1		244 S. Court St	**Facility – Class C**	**App: Exp 10-15-25**
Ka Ulu Ana LLC #2		244 S. Court St	**Facility – Class C**	**App: Exp 10-15-25**
SDRK Group, LLC #1		207 S. Saginaw St.	**Facility – Class C**	**App: Exp 12-18-25**
SDRK Group, LLC #2		207 S. Saginaw St.	**Facility – Class C**	**App: Exp 12-18-25**
Fresh Water Gardens, LLC		L20-83-358-030-00	*Prov – Class C*	**App: Exp 02-03-26**
SDRK Group, LLC #3		207 S. Saginaw St.	**Facility – Class C**	**App: Exp 02-10-26**
Old School Organics, LLC	Old School Organics, LLC	350 County Center Street	**Facility – Class C**	**App: Exp 04-08-26**
PROCESSOR				
Berry Green Management, Inc.	Berry Green Management, Inc	1330 Imlay City Rd, Ste F-G-H	**Facility**	**App: Exp 08-28-25**
Northwest Confections Michigan	WYLD	525 S. Court Street, Suite 110	**Facility**	**App: Exp 10-07-25**
Berry Green Management		1356 Imlay City Road	**Facility**	**App: Exp 01-05-26**
Atwater Management LLC	Culture Complex	525 S. Court St., Suite 120	**Facility**	**App: Exp 01-25-26**

SECURE TRANSPORTER
None.

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

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.

Board/Commission	Location	Time	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: June 10, 2025
RE: Material Transmittals

1. Downtown Development Authority April 23, 2025, Minutes.
2. Lapeer EMS Report – April 2025.

CITY OF LAPEER
MINUTES OF A REGULAR
DOWNTOWN DEVELOPMENT AUTHORITY
LAPEER MAIN STREET MEETING
APRIL 23, 2025

A regular meeting of the City of Lapeer Downtown Development Authority and Lapeer Main Street was held at Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan on Wednesday, April 23, 2025 at 8:00 a.m.

Members Present: Chair Catherine Bostick-Tullius, Vice Chair Tim Roodvoets, Debbie Marquardt, Megan Gillingham, Chris Herr, Jason Rogers, Mindy Schwab, Tamara Cutcher and Jeff Hogan.

Absent: Ashley Fanson, Buddy Beyer, Dan Sharkey and Adam Perry.

Also Present: Executive Director James Alt, City Manager Mike Womack and Center for the Arts Executive Director Jill Lyons.

Chair Bostick-Tullius called the meeting to order at 8:01 a.m.

Agenda Approval

200 2025 4-23 Agenda Approval

Moved by Marquardt. Supported by Hogan.
To approve the Agenda for the April 23, 2025 meeting as presented.
Yeas: Members Bostick-Tullius, Roodvoets, Marquardt, Herr, Gillingham, Rogers, Schwab, Cutcher and Hogan.
Nays: None.
Absent: Fanson, Beyer, Sharkey and Perry.
MOTION CARRIED.

PUBLIC COMMENTS

There were no public comments

CONSENT AGENDA

201 2025 4-23 Consent Agenda

Moved by Schwab. Supported by Hogan.
To approve the Consent Agenda for April 23, 2025 as follows:

1. Approval of minutes of DDA meeting held on March 26, 2025; and
2. Approval of Treasurer Report and Bill Listing.

Yeas: Members Bostick-Tullius, Roodvoets, Marquardt, Herr, Gillingham, Rogers, Schwab, Cutcher and Hogan.
Nays: None.
Absent: Fanson, Beyer, Sharkey and Perry.
MOTION CARRIED.

EXECUTIVE COMMITTEE

Development Plan Renewal – Public Hearing Date

Executive Director Alt requested a public hearing date be set for approval consideration of the DDA 2024-2034 Development Plan.

202 2025 4-23 2024-2034 Development Plan Public Hearing Date

Moved by Cutcher. Supported by Herr.
To schedule a public hearing for 8:00 a.m. on Wednesday, May 28, 2025 for the 2024-2034 DDA Development Plan.
Yeas: Members Bostick-Tullius, Roodvoets, Marquardt, Herr, Gillingham, Rogers, Schwab, Cutcher and Hogan.
Nays: None.
Absent: Fanson, Beyer, Sharkey and Perry.
MOTION CARRIED.

COMMITTEE REPORTS/MINUTES

The updated committee member listing was distributed. Chair Bostick-Tullius stated she will be removing herself from the Business Development Committee and joining the Outreach Committee.

Outreach Committee

Alt reported the committee is working on the Downtown Directory project including cost, design and sponsorships to have the directory ready for distribution by the end of May.

Business Development Committee

Roodvoets reported the committee will meet next month. Alt reported the Match on Main grant applications were submitted and award announcements are expected in June.

Placemaking Committee

Alt reported approximately 80% of the new placemaking signage has been installed.

Events Committee

Cutcher reported the committee met and discussed plans for new events including Sidewalk Sales, Ghost Tours and the Chocolate Walk/Retail Week.

203 2025 4-23 Convene To Lapeer Main Street, Inc. Meeting

Moved by Roodvoets. Supported by Schwab.
To convene to a Lapeer Main Street, Inc. meeting.
Yeas: Members Bostick-Tullius, Roodvoets, Marquardt, Herr, Gillingham, Rogers, Schwab, Cutcher and Hogan.
Nays: None.
Absent: Fanson, Beyer, Sharkey and Perry.
MOTION CARRIED.

LAPEER MAIN STREET, INC.

Business Improvement Loan Line of Credit

Alt updated the board on the status of the Business Improvement Loan current line of credit provided by ChoiceOne Bank which is nearing capacity with the five current loans funded and requested approval to request an increase in the line of credit with ChoiceOne Bank or seek other funding options.

204 2025 4-23 Business Improvement Loan Line of Credit

Moved by Herr. Supported by Marquardt.
To request ChoiceOne Bank increase the line of credit for the Business Improvement Loan Program or research options for other funding sources to fund the program.
Yeas: Members Bostick-Tullius, Roodvoets, Marquardt, Herr, Gillingham, Rogers, Schwab, Cutcher and Hogan.
Nays: None.
Absent: Fanson, Beyer, Sharkey and Perry.
MOTION CARRIED.

205 2025 4-23 Reconvene Downtown Development Authority Meeting

Moved by Hogan. Supported by Schwab.
To adjourn the Lapeer Main Street, Inc. meeting and reconvene the Downtown Development Authority meeting.
Yeas: Members Bostick-Tullius, Roodvoets, Marquardt, Herr, Gillingham, Rogers, Schwab, Cutcher and Hogan.
Nays: None.
Absent: Fanson, Beyer, Sharkey and Perry.
MOTION CARRIED.

OTHER REPORTS

There were no additional sub-committee reports or business.

Center for the Arts

CFA Executive Director Lyons updated the board on current and upcoming Gallery 194 exhibits, art class attendance, recent and upcoming Pix Theatre events and attendance, Youth Theatre auditions and reported work is continuing on booking the next Pix Theatre Season.

STAFF REPORT

Executive Director Alt reported two Match on Main grant applications have been submitted, that he is finalizing the Vibrancy Grant application, updated the board on a meeting with Representative Green and the City Manager on supporting downtown as well as a meeting held with MEDC representatives on the fire site project and future goals for downtown. Alt reported the Michigan Downtown Association is creating an advisory committee to develop a 10-year plan and that a Community Heart and Soul project meeting has been scheduled for May 8th at 8:00 a.m. at The Doghouse Coffee shop. Alt informed the board the Joint Meeting with the City Commission, Planning Commission and Zoning Board of Appeals is scheduled for 5:30 p.m. on Wednesday, June 11th at a location yet to be determined.

Alt updated the board on a request from the Lapeer & Upper Thumb Association of Realtors (LUTAR) for the DDA to partner on the cost to purchase tote bags for new home purchasers. Discussion was held on the City's partnership with the Chamber of Commerce on promotional tote bags. After discussion, it was the consensus of the board not to partner with LUTAR on their tote bag promotion.

Alt informed the board that Kin Thai will be celebrating their 1-year anniversary, Axecadia will be celebrating their 2-year anniversary and Tilted Axis Brewery will be celebrating their 10-year anniversary. Alt also updated the board on his attendance at the National Main Street conference in Philadelphia including sessions attended, new ideas and initiatives and stated the 2026 conference will be held in Tulsa, Oklahoma.

NEW BUSINESS

MDA Summer Conference

Alt reported the Michigan Downtown Association Summer Conference is scheduled for June 4th & 5th in Traverse City, reviewed registration and hotel costs and requested any members interested in attending to let him know by May 15th.

OLD BUSINESS

Pix Theatre Mural

Alt reported the Parks Department is continuing to work with an artist on proposals for a mural on the Pix Theatre wall in the pocket park.

BOARD MEMBER COMMENTS

There were no additional comments from the board members.

ADJOURNMENT

It was moved by Schwab to adjourn the meeting at 8:31 a.m.
MEETING ADJOURNED.

_____
Ashley Fanson, Secretary

Incident County by Agency per Municipality
April 2025

	EMS calls	LCEMS	MEDSTAR	MARLETTE	LCEMS %
Almont Township	26	26	0	0	100.00%
Almont Village	32	32	0	0	100.00%
Arcadia Township	23	23	0	0	100.00%
Attica Township	30	30	0	0	100.00%
Burlington Townsip	4	4	0	0	100.00%
Burnside Township	5	5	0	0	100.00%
Clifford Village	5	4	0	1	80.00%
Columbiaville Village	8	8	0	0	100.00%
Deerfield Township	37	37	0	0	100.00%
Dryden Township	26	26	0	0	100.00%
Dryden Village	9	9	0	0	100.00%
Elba Township	33	33	0	0	100.00%
Goodland Township	4	4	0	0	100.00%
Hadley Township	24	24	0	0	100.00%
Imlay city	72	72	0	0	100.00%
Imlay Township	17	17	0	0	100.00%
Lapeer City *	224	202	22	0	90.18%
Lapeer Township	46	46	0	0	100.00%
Marathon Township	4	4	0	0	100.00%
Mayfield Township	96	94	2		97.92%
Metamora Township	23	23	0	0	100.00%
Metamora Village	1	1	0	0	100.00%
North Branch Township	25	25	0	0	100.00%
North Branch Village	18	18	0	0	100.00%
Oregon Township	34	34	0	0	100.00%
Otter Lake Village	4	4	0	0	100.00%
Rich Township (Mayville)	13	8	0	5	61.54%
Totals	843	813	24	6	96.44%
Emergency Calls (less transfers)	815	807	2	Percentage of E-Call Lapeer County	99.02%
Lapeeer City transfers *	28	6	22		
Lapeer E-Calls *	196	196	0	Percentage of E-Call Lapeer City	100.00%
	EMS calls	LCEMS	MEDSTAR	MARLETTE	0

RECEIVED
JUN X 2 2025
CITY MANAGER
LAPEER, MI

CLEMIS .org

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

For 04/01/2025 Thru 05/01/2025

For Cities: LAPEER CITY

Agency Code	Type Code	Num Of Incidents
1E - Lapeer County EMS	ALARMM - MEDICAL ALARM	5
	AMB - AMBULANCE CALL MEDICAL	165
	DOS - DEATH ON SCENE	3
	FIELD - FIELD FIRE	1
	MENTAL - PERSON WITH MENTAL PROBLEMS	5
	MOTORIST AST - MOTORIST ASSIST	1
	PDA - PROPERTY DAMAGE ACCIDENT	2
	PIA - PERSONAL INJURY ACCIDENT	6
	PTTRANS - PATIENT TRANSFER MEDICAL	6
	STRUCTURE - STRUCTURE FIRE	3
	SUICIDAL - SUICIDAL PERSON	1
	SUICIDE - SUICIDE	1
	SUSP - SUSPICIOUS PERSON/VEH/CIRCUMSTANCE	1
	TRAF - TRAFFIC OFFENSE	1
	TSTOP - TRAFFIC STOP	1
Total Incidents for 1E - Lapeer County Ems		**202**
	Sum:	**202**