



AGENDA
CITY OF LAPEER
LAPEER CITY COMMISSION
576 LIBERTY PARK, LAPEER, MI 48446
FEBRUARY 2, 2026
810-664-5231 * www.ci.lapeer.mi.us

6:30 P.M. CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF FEBRUARY 2, 2026, AGENDA

A. MINUTES:

1. Minutes of the Regular meeting held January 20, 2026, and the closed session held January 20, 2026.

B. PUBLIC COMMENTS:

C. CONSENT AGENDA:

D. BILL LISTING:

1. Bill Listing for February 2, 2026.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the Bill Listing for February 2, 2026, in the amount of \$1,808,213.78.

E. PROCLAMATIONS, RECOGNITIONS AND RESOLUTIONS:

F. PUBLIC HEARINGS:

1. MSHDA MI-Neighborhood CDBG Grant – Lapeer Opera House.

SUGGESTED MOTION:

Adopt the Resolution to authorize the City of Lapeer Housing Improvement Department to submit the application in the amount of \$826,000 for funding through the Michigan State Housing Development Authority, MI-Neighborhood, CDBG Grant Program for a City of Lapeer Housing Improvement Grant, authorize the Mayor to sign all necessary documents.

G. ADMINISTRATIVE REPORTS:

1. ROWE Professional Services Company – Amendment No. 1 to Contract for Construction Services – M-24 Underpass Connector Pathway

SUGGESTED MOTION:

To approve ROWE Professional Services Contract Amendment No. 1 for construction engineering services on the M-24 Underpass Connector Pathway for an amount not to exceed \$79,225, and to authorize the Director of Parks, Recreation & Cemetery to sign the necessary documents. In addition, approve the budget adjustment as presented.

2. Zoning Ordinance Amendment – 888 Baldwin Rd – First Reading.

SUGGESTED MOTION:

Adopt Ordinance No. 2026-01, Rezoning – 888 Baldwin Road (Parcel #L20-04-801-040-00) from R-2 Single-Family Residential to B-2 General Business, on First Reading and schedule the Second Reading for February 17, 2026.

3. Bid Award – Park St., Pine St., and Parking Lot #9 Improvement project.

SUGGESTED MOTION:

Award the project for Park St, Pine St and Parking Lot #9 improvement project to DiPonio Contracting, LLC for an amount not to exceed \$3,960,000; adopt the Notice of Intent Resolution for the 2026 Capital Improvement bonds for an amount not to exceed \$3,750,000; approve the Rowe Professional Services Contract for construction engineering services for an amount not to exceed \$368,200; approve the DTE work order in the amount of \$12,966.02 to relocate streetlight & guy wires; and approve the FY25/26 budget amendment, as presented.

H. CITY MANAGER'S REPORT:

1. Discussion – SDRK Group, LLC - Appeal.

SUGGESTED MOTION:

Motion to set the SDRK Group LLC Appeal hearing date for _____.

2. Various matters.

I. CITY ATTORNEY'S REPORT:

1. Various matters.

J. UNFINISHED BUSINESS:

1. Appointments to Boards and Commissions.
a. Mayoral Appointments.
b. Commission Appointments.

K. DEPARTMENTAL COMMUNICATIONS:

1. Downtown Development Authority.

L. PUBLIC COMMENTS:

M. CLOSING COMMENTS:

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

N. REMINDER OF MEETINGS:

Next City Commission Meeting: **TUESDAY, FEBRUARY 17, 2026, 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
JANUARY 20, 2026**

A regular meeting of the Lapeer City Commission was held January 20, 2026, 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 Hing, Commissioners: Atwood, Brady, Glisman, McCarthy, Petrie.
Absent: None.

Also present: City Manager Womack, City Attorney Francis, City Clerk Sanchez.

Mayor Hing led the Pledge of Allegiance.

09 2026 01-20 AGENDA APPROVAL

Moved by Glisman. Seconded by Brady.

Approve the Agenda for January 20, 2026, moving item G-1 Audit Presentation to immediately after the approval of the agenda.

Ayes: Atwood, Brady, Glisman, McCarthy.

Nays: Petrie.

MOTION CARRIED.

10 2026 01-20 AUDIT PRESENTATION – REHMANN ROBSON, LLC.

Moved by Glisman. Seconded by Petrie.

Accept and approve the Audit Report for Year Ended June 30, 2025, as presented.

ROLL CALL VOTE.

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

Nays: None.

MOTION CARRIED.

11 2026 01-20 MINUTES – DECEMBER 1, 2025

Moved by Petrie. Seconded by Glisman.

Approve the minutes of the regular meeting held December 1, 2025; with the following changes to motion #278 amendment number one, revising the sentence with the recess at 6:49 p.m.; to amend motion #278 amendment number two, to add descriptive language regarding the recess occurring at 6:49 p.m.

Call the question:

Moved by Glisman. Seconded by Petrie.

To call the question.

Ayes: Brady, Glisman, McCarthy, Petrie.

Nays: Atwood.

MOTION CARRIED 4-1.

Ayes: Glisman, McCarthy, Petrie.

Nays: Atwood, Brady.

MOTION CARRIED 3-2.

12 2026 01-20 MINUTES – DECEMBER 15, 2025

Moved by McCarthy. Seconded by Glisman.

Approve the minutes of the regular meeting held December 15, 2025.

ROLL CALL VOTE:

Ayes: McCarthy, Petrie, Glisman.

Nays: Atwood, Brady.

MOTION CARRIED 3-2.

13 2026 01-20 MINUTES – JANUARY 5, 2026

Moved by McCarthy. Seconded by Glisman.

Approve the minutes of the regular meeting held January 5, 2026.

ROLL CALL VOTE:

Ayes: Petrie, Glisman, McCarthy.

Nays: Atwood, Brady.

MOTION CARRIED 3-2.

PUBLIC COMMENTS

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

Rodney Sanderson-Smith gave an invocation.

Jacob Dikhow spoke about SDRK Group, LLC.

Wes Weber spoke about Brookwood development.

Matthew Decker spoke about Brookwood development.

Jack Preston spoke about Brookwood development.

Rik Krogh spoke about marihuana odor.

Jacob LaRoy spoke about marihuana, Brookwood development and Item G-2.

Naomi Weber spoke about Brookwood development.

14 2026 01-20 CONSENT AGENDA

Moved by Petrie. Seconded by Glisman.

Approve the consent agenda for January 20, 2026:

1. Special Event: DDA, Chocolate Walk, February 7, 2026, from 12:00 p.m. to 5:00 p.m. historic downtown Lapeer.
2. Special Event: International Association of EMTs and Paramedics, Run with the Heroes, Sunday, August 23, 2026, from 7:30 a.m. to 11:30 a.m.
3. Secondhand Dealer License – ecoATM LLC – 555 E. Genesee St.
4. Secondhand Dealer License and Pawnbroker License – Lapeer Gold and Loan.
5. 2026 Farmland Lease.

ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

15 2026 01-20 BILL LISTING

Moved by McCarthy. Seconded by Petrie.

Approve the bill listing for January 20, 2026, in the amount of \$906,771.50.

ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

16 2026 01-20 PROCLAMATION – DENISE MARINELLI

Moved by McCarthy. Seconded by Petrie.

Adopt the proclamation in recognition of Denise Marinelli, as presented.

***CITY OF LAPEER
Proclamation
In Recognition of Denise Marinelli***

WHEREAS, Denise Marinelli began her employment with the City of Lapeer in June 2003 as a part-time Assessing Assistant, was promoted to Deputy Assessor/GIS Technician on July 1, 2007, and subsequently promoted to Assessor on June 15, 2020; and

WHEREAS, Denise has completed many professional training seminars, including the requirements to meet the designation as a Michigan Advanced Assessing Officer (3) and Michigan Certified Personal Property Examiner, which has enhanced her skills and improved her performance as an Assessor; and

WHEREAS, Denise has also served as a member of the Election Commission for the City of Lapeer for more than five years; and

WHEREAS, throughout her career, she has consistently demonstrated exceptional organizational skills, a strong work ethic, and a steadfast commitment to supporting and serving others, and has been an invaluable asset to the City of Lapeer, serving with dedication, integrity, and distinction; and

WHEREAS, Denise will retire on January 22, 2026, after more than 18 years of exemplary full-time service for the City of Lapeer, marked by unwavering dedication, professionalism, and excellence, leaving behind grateful colleagues and a community proud to have worked with her.

NOW, THEREFORE, LET IT BE KNOWN that I, Jeramy Hing, along with the Lapeer City Commission, do hereby honor and express our deepest appreciation to Denise Marinelli for her outstanding public service, and extend our heartfelt wishes for continued health, happiness, and success in her retirement.

Dated this 20th day of January 2026.

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

Nays: None.

MOTION CARRIED.

PUBLIC HEARING – AMEND 425 AGREEMENT WITH MAYFIELD TOWNSHIP

Mayor Hing opened the Public Hearing at 7:42 p.m.

Leslie Getz spoke during public comment.

Mayor Hing closed the Public Hearing at 7:45 p.m.

Commissioner Atwood raised a point of order; public comment is closed, and the individual should not be addressing the commission. Mayor Hing ruled that the individual has relevant information and would like to allow commissioners' questions to be answered.

Commissioner Atwood raised a point of order; with no motion on the floor, discussion should not take place. Mayor Hing ruled in favor of allowing the discussion, as the rules do allow for clarifying conversation before motions are made.

17 2026 01-20 425 AGREEMENT WITH MAYFIELD TOWNSHIP – PARCEL ID: 014-031-003-12

Moved by Brady. Seconded by Atwood.

Adopt the Resolution approving an amendment to the existing 425 Agreement between the City of Lapeer – Mayfield Township, which would add Parcel Id: 014-031-003-12 into the existing 425 Agreement, subject to the change of the agreement term ending 2051.

**CITY OF LAPEER
Lapeer County, Michigan
2026-01**

RESOLUTION APPROVING AMENDMENT TO CITY OF LAPEER – TOWNSHIP OF MAYFIELD CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY TO ADD ADDITIONAL PROPERTY

WHEREAS, the City of Lapeer and Mayfield Township are parties to a Contract for Conditional Transfer of Property (the "Act 425 Agreement") effective as of September 5, 2001. The Act 425 Agreement was entered into pursuant to Michigan Act 425 of 1984 ("Act 425").

WHEREAS, pursuant the Act 425 Agreement the following described land (the "Transferred Property") that was located within Mayfield Township was transferred to the City of Lapeer.

PARCEL A

Part of the East half of the Southeast quarter of Section 31, Town 8 North, Range 10 East, Mayfield Township, Lapeer County, Michigan, described as beginning at a point on the East section line that is South 00 degrees 42 minutes 56 seconds East 164.05 feet from the East quarter corner of said Section 31; thence continuing along said line, South 00 degrees 42 minutes 56 seconds East 1443.67 feet; thence South 89 degrees 54 minutes 08 seconds West 33.00 feet; thence South 00 degrees 42 minutes 56 seconds East 210.49 feet; thence along a line parallel to and 837.52 feet Northerly of the South section line, South 89 degrees 37 minutes 40 seconds West 222.37

feet; thence North 00 degrees 22 minutes 20 seconds West 400.00 feet; thence South 89 degrees 37 minutes 40 seconds West 435.60 feet; thence South 00 degrees 22 minutes 20 seconds East 400.00 feet; thence along a line parallel to and 837.52 feet Northerly of the South section line, South 89 degrees 37 minutes 40 seconds West 633.55 feet; thence along the Easterly line as occupied of Westbrook No. 2, as recorded in Liber 006, Pages 44 and 45, North 01 degree 16 minutes 00 seconds West 1646.99 feet; thence North 89 degrees 19 minutes 14 seconds East 1340.34 feet to the point of beginning. The above-described parcel contains 46.32 acres more or less.

PARCEL B

Outlots A and B of Greenview Subdivision, according to the plat thereof, as recorded in Liber 2, Page 6 of Lapeer County Plat Records; and part of the South 50 acres of the Northwest fractional $\frac{1}{4}$ of Section 31, and part of the West 80 acres of the Southwest fractional $\frac{1}{4}$ of Section 31, T8N-R10E, Mayfield Township, Lapeer County, Michigan, described as: Beginning at a point on the East-West $\frac{1}{4}$ line of Section 31, that is South 89 degrees 24 minutes 03 seconds East 232.74 feet from the West $\frac{1}{4}$ corner of Section 31; thence South 00 degrees 07 minutes 54 seconds West 103.10 feet to the Northeast corner of Lot 1 of Greenview Subdivision; thence South 00 degrees 13 minutes 52 seconds West 2213.89 feet along the East line of said Greenview Subdivision to the Southeast corner of Lot 21; thence North 89 degrees 15 minutes 36 seconds West 33.24 feet; thence South 00 degrees 14 minutes 24 seconds West 159.18 feet; thence South 89 degrees 12 minutes 14 seconds East 328.00 feet; thence South 00 degrees 14 minutes 24 seconds West 165.00 feet to the South line of Section 31; thence South 89 degrees 12 minutes 14 seconds East 264.00 feet along the South line of Section 31; thence North 00 degrees 14 minutes 24 seconds East 165.00 feet; thence South 89 degrees 12 minutes 14 seconds East 526.75 feet; thence North 00 degrees 14 minutes 24 seconds East 2479.93 feet; thence South 89 degrees 24 minutes 03 seconds East 732.24 feet along the East-West $\frac{1}{4}$ line to the center of said Section 31, as occupied; thence North 00 degrees 23 minutes 38 seconds West 1072.49 feet along the North-South $\frac{1}{4}$ line; thence North 89 degrees 22 minutes 00 seconds West 1577.75 feet; thence South 00 degrees 05 minutes 56 seconds West 485.56 feet; thence North 89 degrees 22 minutes 00 seconds West 232.07 feet; thence South 00 degrees 06 minutes 12 seconds West 210.30 feet; thence North 89 degrees 26 minutes 59 seconds West 233.00 feet to the West line of Section 31; thence South 00 degrees 00 minutes 39 seconds East 66.00 feet along the West line of Section 31; thence South 89 degrees 27 minutes 16 seconds East 233.23 feet; thence South 00 degrees 03 minutes 45 seconds East 207.24 feet; thence South 00 degrees 07 minutes 54 seconds West 104.36 feet to the point of the beginning. Contains 106.0 acres more

or less. Reserving therefrom that part used, taken or deeded for Millville and Oregon Roads, so-called.

WHEREAS pursuant to the Act 425 Agreement, the Transferred Property was transferred to the City of Lapeer to allow for the City of Lapeer to provide water and sewer services to certain areas within Mayfield Township in an effort to further the economic well-being of the City of Lapeer and Mayfield Township.

WHEREAS the following described property is located in Mayfield Township adjacent to the Transferred Property (the "Additional Property"). The Additional Property is described for tax purposes as:

PART OF THE E 1/2 OF SEC 31 T8N- R10E, MAYFIELD TOWNSHIP, LAPEER COUNTY, MICHIGAN; BEG AT A POINT ON THE W LINE OF LUXINGTON DR, SAID POINT ALSO ON A LINE BETWEEN CITY OF LAPEER AND TOWNSHIP OF MAYFIELD, BEING DISTANCE S 00 35 59 E 164.05 FT AND S 89 26 11 W 179.07 FT FROM E 1/4 COR SEC 31; TH S 89 26 11 743.53 FT; TH N 01 09 03 W 12.15 FT TO S LINE OF WOODBRIDGE PARK AVE; TH N 88 50 57 E 144.66 FT; TH 21.92 FT ALON GA CURVE TO THE LEFT, RADIUS 260.00 FT, DELTA ANGLE 04 49 48, CHORD BEARING N 86 26 03 E 21.91 FT; TH N 84 01 09 E 364.99 FT; TH 145.52 FT ALONG A CURVE TO THE LEFT, RADIUS 260.00 FT, DELTA ANGLE 32 04 01, CHORD BEARING N 67 59 09 E 143.62 FT TO SAID W LINE OF LUXINGTON DR; TH S 44 40 25 E 57.0-0 FT; TH 73.44 FT ALONG A CURVE TO THE RIGHT, RADIUS 200.00 FT; DELTA ANGLE 21. 02 25, CHORD BEARING S 34 09 12 E 73.03 FT TO POB. CONT 0.63 ACRE, SPLIT FOR 2021 NDH.

Parcel ID: 014-031-003-12

WHEREAS, adding the Additional Property to the Act 425 Agreement would allow the City of Lapeer to provide services to the Additional Property, including water and sewer, to encourage housing and/or commercial development.

WHEREAS, pursuant to MCL §124.24 on January 20, 2026, the City of Lapeer conducted a public hearing regarding potentially amending the Act 425 Agreement for the purpose of adding the Additional Property to the property transferred from the Township of Mayfield to the City of Lapeer.

WHEREAS, more than 30 days have passed since the public hearing and a petition for referendum has not been filed with the clerk as permitted by MCL §124.25.

WHEREAS, at the City Commission for the City of Lapeer believes it is in the best interest of the City of Lapeer to amend the Act 425 Agreement for the purpose of adding the Additional Property to the property transferred from the Township of Mayfield to the City of Lapeer.

NOW, THEREFORE, BE IT RESOLVED if approved by the Mayfield Township Board of Trustees that the Act 425 Agreement shall be amended as follows:

- (1) To add the Additional Property to the property transferred from the Township of

Mayfield to the City of Lapeer.

- (2) The amendment of the Act 425 Agreement shall not extend the current term of the Act 425 Agreement, which expires on or about September 5, 2051, unless renewed as permitted under the law.
- (3) The City shall pay the Township the Township's full millage rate for the assessed value of the Additional Property by March 1st following the collection of said taxes. The City shall retain the difference between the City's Millage rate and the Township's Millage rate with respect to the Additional Property. If a taxable parcel is located within the Transferred Property and the Additional Property, assessments shall be distributed between the City and the Township as provided for above for the Additional Property.
- (4) Parcel 014-031-003-12 is currently zoned as "R-2" under Mayfield Township Zoning. The parcel will be brought into the City under this agreement as a City-designated R-2 zoning classification, which is substantially similar to the Township's zoning and will match the zoning of the surrounding properties already in the City.

NOW, THEREFORE, BE IT FURTHER RESOLVED the City of Lapeer City Manager has authority to sign an amendment to the Act 425 Agreement on behalf of the City of Lapeer as approved herein.

ROLL CALL VOTE.

Ayes: Brady, McCarthy, Atwood.

Nays: Glisman, Petrie.

MOTION CARRIED 3-2.

18 2026 01-20 MSHDA MI-NEIGHBORHOOD CDBG GRANT - LAPEER OPERA HOUSE

Moved by Brady. Seconded by Atwood.

Set a public hearing on Monday, February 2, 2026, at 6:30 p.m., or as soon thereafter as may be heard, for the purpose of affording citizens an opportunity to examine and submit comments on the proposed application for the Lapeer Opera House project funded through the Michigan State Housing Development Authority (MSHDA), MI-Neighborhood Grant, Community Development Block Grant (CDBG) program.

ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

19 2026 01-20 AT&T EASEMENT AGREEMENT-PARCEL #L20-30-477-040-00

Moved by Brady. Seconded by Atwood.

Approve of the AT&T easement agreement for parcel #L20-30-477-040-00 as presented and authorize the City Manager to sign all necessary documents.

ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

20 2026 01-20 PASER STUDY PROPOSAL – ROWE ENGINEERING

Moved by Brady. Seconded by Glisman.

Approve the PASER study proposal with Rowe Engineering for a cost not to exceed \$7,000 and authorize the City Manager to sign all necessary documents.

ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

CITY ATTORNEY'S REPORT

21 2026 01-20 CLOSED SESSION – MCL 15.268 (h)

Moved by Petrie. Seconded by Glisman.

To enter into a closed session at the conclusion of the regular meeting to discuss a written legal opinion from the City Attorney, which is exempt from disclosure as provided under Section 8 of the Open Meetings Act.

ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

UNFINISHED BUSINESS:

**22 2026 01-20 RE-APPOINTMENT – DOWNTOWN DEVELOPMENT
AUTHORITY**

Moved by Petrie. Seconded by Glisman.

To confirm the Mayor's re-appointment of Catherine Bostick-Tullius to the Downtown Development Authority for a term to expire January 1, 2030.

ROLL CALL VOTE:

Ayes: Glisman, McCarthy, Petrie, Atwood.

Nays: Brady.

MOTION CARRIED 4-1.

23 2026 01-20 APPOINTMENT – DOWNTOWN DEVELOPMENT AUTHORITY

Moved by Petrie. Seconded by McCarthy.

To confirm the Mayor's appointment of Linda Glisman to the Downtown Development Authority for a term to expire January 1, 2030.

ROLL CALL VOTE:

Ayes: McCarthy, Petrie, Glisman.

Nays: Atwood, Brady.

MOTION CARRIED 3-2.

DEPARTMENTAL REPORTS

The Departmental Monthly Reports were received into the record.

PUBLIC COMMENTS

Wes Weber spoke about Brookwood development.

Karen Brashchayko spoke about previous commissioner comments.

Ken (no last name given) spoke about the commission meeting.

Matthew Decker spoke about the number of rental units.

Mindy Schwab spoke about commissioner comments.

Jacob LaRoy spoke about public comments.

CLOSING COMMENTS

Mayor and Commissioners made closing remarks. No further business was brought before the Commission.

CLOSED SESSION

The Lapeer City Commission convened to a closed session for the purpose of discussing a written legal opinion for the City Attorney, which is exempt from disclosure as provided under Section 8 of the Open Meetings Act at 9:01 p.m. and returned to its regular meeting at 10:17 p.m.

24 2026 01-20 ADJOURNMENT

Moved by Petrie.

To adjourn the regular meeting at 10:17 p.m.

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

Nays: None.

MOTION CARRIED.

Jeremy Hing, Mayor

Romona Sanchez, City Clerk



ITEM D-1

To: Mayor and City Commission
From: Kelly Hanna, Director of Financial Services
Date: February 2, 2026
RE: Bill Listing – January 14, 2026 – January 22, 2026

STAFF RECOMMENDATION

Approve the bill listing as presented.

CURRENT OR NEW INFORMATION

I, Kelly Hanna, Director of Financial Services, have reviewed the bills for January 14, 2026, through January 22, 2026, in the total amount of **\$1,808,213.78** and find them to be proper charges.

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

CHECK REGISTER FOR CITY OF LAPEER
CHECK DATE FROM 01/14/2026 - 01/22/2026

Check Date	Check	Vendor Name	Amount
01/15/2026	599680	LAPEER COMMUNITY SCHOOLS	666,091.51
01/15/2026	599678	LAPEER CO TREASURER	307,989.72
01/15/2026	599676	LAPEER CO INTERMEDIATE SCHOOL	243,386.88
01/15/2026	3573(A)	GREAT LAKES WATER AUTHORITY	148,970.38
01/15/2026	3591(E)	BLUE CROSS & BLUE SHIELD OF MI	89,085.10
01/15/2026	599681	LAPEER DISTRICT LIBRARY	75,331.81
01/15/2026	599663	GOYETTE MECHANICAL CO., INC.	61,154.00
01/15/2026	599696	STATE OF MICHIGAN	29,251.14
01/15/2026	3588(A)	VECTOR TECH GROUP	25,565.00
01/15/2026	599665	GREATER LAPEER TRANS AUTH	21,087.77
01/15/2026	599687	MICHIGAN FENCE COMPANY, INC.	19,936.00
01/15/2026	3567(A)	DETROIT SALT CO	16,473.14
01/15/2026	599660	DS2 CONSTRUCTION, INC	15,000.00
01/15/2026	3592(E)	CONSUMERS ENERGY	14,390.05
01/15/2026	3574(A)	HAMLETT ENVIRONMENTAL TECHNOLOGIES	14,249.00
01/15/2026	599675	LAPEER CO DRAIN COMMISSION	6,055.07
01/15/2026	599695	STATE OF MICHIGAN	3,999.93
01/15/2026	3576(A)	JEM ELECTRIC SERVICE	3,464.00
01/15/2026	3565(A)	CORRIGAN OIL II, INC.	2,873.94
01/15/2026	599671	INNOVATIVE SOFTWARE SERVICES	2,239.70
01/15/2026	3590(A)	WARREN SYSTEMS INC	2,207.17
01/15/2026	3575(A)	HYDRO CORP	2,128.00
01/15/2026	599705	WSP USA INC	2,010.00
01/15/2026	3577(A)	MAUK, JODI	1,980.77
01/15/2026	3586(A)	SMITH, SHANNON	1,980.77
01/15/2026	3568(A)	ETNA SUPPLY	1,861.60
01/15/2026	599668	HIGHSTREET INS. SERV. GR LAKES, INC	1,772.00
01/15/2026	599653	ACTION MUNICIPAL SUPPLY, LLC	1,600.80
01/15/2026	3595(E)	METROPOLITAN LIFE INSURANCE COMPANY	1,527.01
01/15/2026	599699	TRW LANDSCAPES LLC	1,380.00
01/15/2026	3583(A)	REVIZE, LLC	1,375.00
01/15/2026	599679	LAPEER CO TREASURER	1,349.73
01/15/2026	599688	MISS DIG SYSTEM INC	1,345.63
01/15/2026	599689	OAKLAND COUNTY	1,154.25
01/15/2026	3587(A)	TAYLOR, SARAH	1,096.15
01/15/2026	599686	MGS ELECTRIC INC.	1,020.00
01/15/2026	599674	KEVIN LOMERSON BUILDING COMPANY	1,000.00
01/15/2026	3589(A)	VIEW NEWSPAPERS	894.50
01/15/2026	3585(A)	RIGHT TOUCH LANDSCAPING INC	850.00
01/15/2026	599697	T. P. ISRAEL CO INC	840.00

01/15/2026	599694	SOUTHERN TRUCK EQUIPMENT	766.37
01/15/2026	3578(A)	MEI TOTAL ELEVATOR SOLUTIONS	745.63
01/15/2026	599655	BASIC BENEFITS LLC	737.00
01/15/2026	599673	KENT COMMUNICATIONS INC.	546.24
01/15/2026	3581(A)	ON DUTY GEAR, LLC	543.96
01/15/2026	3584(A)	RICK RHEIN DISPOSAL	510.88
01/15/2026	599666	GREEN BUILDERS PLUS	500.00
01/15/2026	3562(A)	ALTEC INDUSTRIES, INC.	480.00
01/15/2026	599701	UNIFIRST CORPORATION	479.19
01/15/2026	599691	PITNEY BOWES GLOBAL FINANCIAL	432.24
01/15/2026	599672	JAY'S SEPTIC	390.00
01/15/2026	3563(A)	APOLLO FIRE APPARATUS SALES/SERVICE	389.91
01/15/2026	599700	U.S. POSTMASTER	370.00
01/15/2026	599659	DELYNN'S DESIGNS, INC	342.75
01/15/2026	3570(A)	FIRST ADVANTAGE LNS	302.11
01/15/2026	599698	TAYRAL LLC	300.00
01/15/2026	3579(A)	MID-STATES BOLT & SCREW LLC.	270.70
01/15/2026	599670	HTH COMMUNICATIONS, LLC	250.00
01/15/2026	599702	WARREN SYSTEMS, INC	250.00
01/15/2026	3572(A)	FLUSHING URGENT CARE PLC	245.00
01/15/2026	3593(E)	GRANITE TELECOMMUNICATIONS, LLC	243.73
01/15/2026	599704	WINEMAN, CHAD	212.00
01/15/2026	599661	ECKER MECHANICAL CONTRACTORS, INC	200.00
01/15/2026	599683	M & M HOME REPAIR	200.00
01/15/2026	599707	ZIELINSKI, MICHAEL	200.00
01/15/2026	3564(A)	CIVES CORPORATION	171.25
01/15/2026	599690	PINE TREE HEATING & AIR	159.00
01/15/2026	599685	MARCO TECHNOLOGIES, LLC	158.79
01/15/2026	599664	GRAINGER	158.40
01/15/2026	599703	WHITE'S GARAGE DOOR	152.50
01/15/2026	599692	SHIRLEY'S DRY CLEAN. & ALTERATIONS	145.00
01/15/2026	599656	BILL CARR SIGNS, INC	100.00
01/15/2026	599657	BUD'S HEATING & COOLING	100.00
01/15/2026	599658	C & L WARD BROS, CO	100.00
01/15/2026	599669	HOLLAND HEATING & COOLING, INC	100.00
01/15/2026	599684	MACSON ELECTRIC	100.00
01/15/2026	599693	SIGN EMPORIUM INC	100.00
01/15/2026	599706	YAREMA INC	96.85
01/15/2026	3580(A)	NYE UNIFORM CO	92.59
01/15/2026	599667	HAGER, NATHAN	90.00
01/15/2026	3582(A)	PREMIER OCCUPATIONAL HEALTH	88.00
01/15/2026	3566(A)	D & K TRUCK COMPANY INC.	87.96
01/15/2026	3571(A)	FLINT WELDING SUPPLY CO	84.50
01/15/2026	3594(E)	ISOLVED, INC.	82.50

01/15/2026	3569(A)	FASTENAL COMPANY	79.06
01/15/2026	599662	GAVAN, CASEY	32.20
01/15/2026	599677	LAPEER CO REGISTER OF DEEDS	30.00
01/15/2026	599682	LINCOLN, SHELLEY	16.10
01/15/2026	599654	ARNOLD'S AUTO WASH	12.00
01/15/2026	3596(E)	STATE OF MICHIGAN	1.85
TOTAL			<u>\$1,808,213.78</u>



ITEM F-1

Meeting Date: February 2, 2026
Department: Housing Department
Requestor: Shelley Lincoln, Grant Administrator
Agenda Item: MSHDA MI-Neighborhood CDBG Grant Application/Opera House CDBG Resolution

RECOMMENDATION (motion):

Adopt the resolution to allow the Housing Department to submit the application for the Lapeer Opera House project, Michigan State Housing Development Authority (MSHDA) MI-Neighborhood grant in the amount of \$826,000 and the City Match in the amount of \$70,000 as required by the Community Development Block Grant (CDBG) application process.

AGENDA ITEM INFORMATION:

This request is to apply for CDBG funds to support the redevelopment of the Lapeer Opera House located at 350 N. Court St. Lapeer as a mixed-use rental rehabilitation project. The application would pursue the Unoccupied Rental Rehab creation portion of the CDBG program.

Name of Project/Grant	Lapeer Opera House
Address:	350 N. Court St. Lapeer (2 nd Floor) 
Funding Source:	Michigan State Housing Development Authority, Community Development Block Grant through HUD
City of Lapeer Contact:	Shelley Lincoln, Grant Administrator
Grant Funds Requested:	\$826,000

Grant Description:

This project will create seven new 1- and 2-bedroom residential apartment units on the second floor of 350 N. Court St. (Lapeer Opera House). Of the new apartments five units will be 1-bedroom units and two will be 2 bedroom. As a requirement of the grant funding, 51% of the new units must be rented to low/low-moderate income families during the monitoring timeframe. Fire suppression would be added to each of the new residential apartments created as well.

The grant will allot for \$100,000 (7 X \$100,000 = \$700,000) per apartment for creation which will be paired with the owner's match of \$800,000. The City of Lapeer will also contribute a match portion through the water main replacement in the alley behind this building between

City of Lapeer

Page 2

Court and Pine Street. By upgrading this water main, it will provide the necessary water accessibility for the fire suppression installation for building safety.

Finally, the City of Lapeer will receive up to 18% of the requested grant amount for administrative services, which is \$126,000. A portion of this administrative costs will be used to reimburse a third-party administrator contracted to oversee and ensure the City of Lapeer meets all required grant reporting, wage requirements (Davis Bacon) and all grant financial requirements for compliance with HUD. The remaining administration funds will be requested to cover staff time on this project through the MSHDA Administration tracking process.

Funding Breakdown:

Project Cost Elements	Project Funding Sources			
Activities	MSHDA CDBG	City of Lapeer	Owner/ Private	OVERALL TOTAL
Building Renovations	\$ 700,000		\$ 800,000	\$ 1,500,000
Public Water Main		\$ 70,000		\$ 70,000
Administration	\$ 126,000			\$ 126,000
	\$ 826,000	\$ 70,000	\$ 800,000	\$ 1,696,000

Budgeted Amount:	\$70,000	Funds Requested:	
Funding Source:	Water Department	CIP Project #:	N/A
		Budget Amendment Needed:	N/A
# of Bids/Quotes Obtained:	1	Budget Amendment Attached:	N/A
Explanation:			



CITY OF LAPEER
NOTICE OF PUBLIC HEARING
FOR MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FUNDING FOR 2026 MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
(MSHDA), MI-NEIGHBORHOOD, CDBG GRANT APPLICATION

The City of Lapeer's Housing Improvement Department will conduct a public hearing on Monday, February 2, 2026, at 6:30 p.m., or as soon thereafter as may be heard, in the Commission Chambers of Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan for the purpose of affording citizens an opportunity to examine and submit comments on the proposed application for a CDBG grant.

The City of Lapeer Housing Improvement Department proposes to use Michigan State Housing Development Authority (MSHDA), MI-Neighborhood CDBG grant funds in the amount of \$826,000 for the Lapeer Opera House, Unoccupied Rental Unit Creation Project, located at 350 N. Court Street, Lapeer, Michigan. Along with CDBG grant funds, private funds will be provided as match in the amount of \$800,000, as well as City of Lapeer match contribution of \$70,000 in water main improvements on the south side of the building located in the alley between Court and Pine Street which will support fire suppression in the building. Overall total project cost to create the new apartments and install fire suppression is \$1,696,000.

Eligible activities include the creation of seven (7) new unoccupied residential apartments, along with fire suppression on the 2nd floor of the Lapeer Opera House building located downtown Lapeer. 51% or more of the new units will serve low- to moderate- income households. Zero persons are anticipated to be displaced by the proposed CDBG activities, and the City of Lapeer will provide relocation assistance if needed in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

Further information, including a copy of the City of Lapeer's Master plan and CDBG application is available for review at the City of Lapeer Housing Improvement Department, 544 N. Saginaw Street, Suite 109, Lapeer, Michigan 48446. Comments may be submitted in writing through **February 2, 2026, by 1 p.m.** or made in person at the public hearing.

The City of Lapeer has received previous CDBG grant funding and is in good standing with MSHDA.

Citizen views and comments on the proposed application are welcome.

City of Lapeer
Shelley Lincoln, Grant Administrator
Phone Number: (810) 245-4212
Email Address: slincoln@ci.lapeer.mi.us

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



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

At a regular meeting of the Lapeer City Commission of the City of Lapeer, County of Lapeer, Michigan, held in said City on the 2nd day of February 2026 there were:

PRESENT:

ABSENT:

MOVED BY:

SECONDED BY:

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

WHEREAS, the City of Lapeer desires to request \$826,000 in CDBG funds to create seven (7) unoccupied residential apartments, as well as the installation of fire suppression components within the Lapeer Opera House building located at 350 N Court Street, Lapeer, Michigan; and

WHEREAS, Thomas LaMagna Enterprises, Inc., the owner, commits private funds in the amount of \$800,000 for the apartment creation project; and

WHEREAS, the City of Lapeer commits local funds from its water fund for the installation of a new water main located in the south alley, behind the building, between Court and Pine Street to assist in the fire suppression component of the grant in the amount of \$70,000; and

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

WHEREAS, the proposed projects will focus on creating permanent unoccupied residential apartment units, of which 51% or more of the units will be occupied by low- or moderate-income households; and

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

WHEREAS, said Lapeer City Commission authorizes City of Lapeer Housing Improvement Department to submit the application in the amount of \$826,000 for funding through the Michigan State Housing Development Authority, MI-Neighborhood, CDBG Grant Program for a City of Lapeer Housing Improvement Grant, authorizes the Mayor to sign grant application forms, grant agreement, all grant attachments, grant amendments,

and environmental review documents, and authorizes the Director of Housing and Neighborhood Development and the Grant Administrator to sign related grant documents, financial status reports for payment, and other required reports when allowed by MSHDA as required on behalf of the City of Lapeer; and

WHEREAS, said Lapeer City Commission held a public hearing on February 2, 2026, regarding the proposed MI-Neighborhood, Community Development Block Grant (CDBG) application; and

THEREFORE, BE IT RESOLVED that the Lapeer City Commission authorizes the City of Lapeer Housing Improvement Department to submit the application in the amount of \$826,000 for funding through the Michigan State Housing Development Authority, MI-Neighborhood, CDBG Grant Program for a City of Lapeer Housing Improvement Grant, authorizes the Mayor to sign grant application forms, grant agreement, all grant attachments, grant amendments, and environmental review documents, and authorizes the Director of Housing and Neighborhood Development and the Grant Administrator to sign related grant documents, financial status reports for payment, and other required reports when allowed by MSHDA as required on behalf of the City of Lapeer.

AYES:

NAYES:

ABSTAIN:

ABSENT:

MOTION CARRIED AND RESOLUTION ADOPTED.

CERTIFICATION:

I, Romona Sanchez, being the duly appointed and qualified Clerk of the City of Lapeer, Lapeer, County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of the Resolution adopted by the City of Lapeer Commission at a regular meeting held on February 2, 2026.

Romona Sanchez, MMC
City Clerk, City of Lapeer



ITEM G-1

Meeting Date: February 2, 2026
Department: Parks, Recreation & Cemetery
Requestor: Rodney Church
Agenda Item: Construction Engineering Contract Amendment with ROWE

RECOMMENDATION (motion):

To approve ROWE Professional Services Contract Amendment No. 1 for construction engineering services on the M-24 Underpass Connector Pathway for an amount not to exceed \$79,225, and to authorize the Director of Parks, Recreation & Cemetery to sign the necessary documents. In addition, approve the budget adjustment as presented.

AGENDA ITEM INFORMATION:

The previously signed contract for construction engineering services budget has been used up. Due to unforeseen delays and issues with the project, additional construction engineering is required. The overall project is over budget and TIFA 3 will reimburse all expenses, however at this time we do not have a final amount that we will be over budget. Some of the additional expenses are as follows: DTE pole relocation, hazardous waste testing and removal, additional site restoration, temporary fencing due to winter shutdown, additional drainage, and construction engineering.

Budgeted Amount:		Funds Requested:	
Funding Source:	TIFA 3	CIP Project #:	91580
		Budget Amendment Needed:	Yes
# of Bids/Quotes Obtained:		Budget Amendment Attached:	Yes
Explanation:			

BUDGET AMENDMENT
REQUEST FORM

2025/2026

TO: CITY MANAGER

The following budget adjustments are requested. **All Budget adjustments must be whole dollars. Negative numbers should be in parenthesis ().**

ACCOUNT #	ACCOUNT NAME	AMOUNT OF ADJUST. (+/-)
208-751-974.000	Land Improvements	\$ 79,225.00

TOTAL NET AMOUNT 79,225

Enter Description: ROWE Engineering provided a contract amendemnt to the construction engineering agreement requesting additional funds to complete the M-24 Tunnel Connection project.

Fund/Department: Park Fund - Parks

Department Head Signature

TO: FINANCE DEPARTMENT

- ☐ The above indicated Budget Adjustments are approved by the City Manager.
- ☒ The above indicated Budget Adjustments were approved by the City Commission at their Commission meeting. Please make the appropriate entries to reflect the approved amount.

Date

City Manager's Signature

REVISED Amendment No. 1 to Contract for Construction Services
M-24 Underpass Connector Pathway
City of Lapeer
PJ No. 15L0105

THIS AMENDMENT, entered into this ____ day of February 2026, by and between the City of Lapeer hereinafter referred to as the “CLIENT” and ROWE Professional Services Company, hereinafter referred to as the “CONSULTANT”, provides details of Additional Services to be performed under the Contract executed on August 4, 2025, and as outlined in Section 2 of the Contract.

Additional Services to be Performed by Consultant:

- Construction Staking
- Office Tech Services
- Construction Engineering
- Full time Construction Observation
- Storm Water Operator Inspections

Clarifications OR Exceptions:

Construction time on project was extended by 78 days due to delays on project, including untimely relocation of utility pole by DTE Energy, and discovery of contaminated materials on west side of project, and subsequent removal activities. Contract Open to Traffic Date has been extended from October 18, 2025 to May 13, 2026, including winter shutdown.

Additional Client’s Responsibilities:

Continue to provide guidance and support through extended construction time period.

Payments to the Consultant:

1. The Client will pay the Consultant for additional services \$79,225 with no other changes to Section 2 of the amended Contract. The current contract value dated August 4, 2025, was \$125,250. The new contract value will be a Not to Exceed value of \$204,475. A summary of the requested additional fee is provided in Attachment A. All terms and conditions of the original contract apply to this amendment unless otherwise noted.

Project Schedule:

Due to the revised scope of services, the project schedule will be revised as shown in Attachment B.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment the day and year first above written.

Client:
City of Lapeer

Consultant:
ROWE Professional Services Company

Signature

Signature

Typed Name and Title

Typed Name and Title

Attachment A: Fee Summary
Attachment B: Updated Project Schedule

R:\Projects\15L0105\Docs\Proposal and contract\CONSTRUCTION PHASE\CONTRACT AMENDMENT\Contract Amendment 15L0105.docx

City of Lapeer
M-24 Underpass Connector Pathway
PJ 15L0105

Attachment A
Fee Summary

Through December 31, 2025:

The project was supposed to be open to traffic on October 17, 2025. Conflicts outside of the contractor's control, such as DTE Energy pole relocation, were not fully resolved until October 27, 2025. Existing budget was depleted on November 17, 2025.

Active work days below includes full time construction observation, construction engineering as needed, construction staking as needed, office tech services, materials testing as required, and storm water operator inspections.

Work days beyond November 17, 2025:

November = 7

December = 11

Additional Construction Services for 2025 over budget (discounted) = \$28,850 (18 days)

Total for 2025 = \$28,850

From January 1, 2026, to end of Project:

Assumed work days:

April = 14

May = 9

Construction Services for 2026 = \$36,850 (23 days)

Construction Staking (2 visits) = \$2,200

Concrete Testing = \$1,000

Office Tech Services for Project Closeout and MDOT Audit = \$9,700

Storm Water Operator Inspections and Documentation during winter shutdown = \$625

Total for 2026 = \$50,375

Grand Total = \$79,225

City of Lapeer
M-24 Underpass Connector Pathway
PJ 15L0105

Attachment B
Updated Project Schedule

2025

November 17 – 26:

- Excavate and remove excess material in area of path and westerly retaining wall.
- Provide gravel base and subgrade undercut on lower pathway surface, from west end down to tunnel.

December 1 – 12:

- Construct westerly retaining wall.

December 17:

- Secure site for the winter shutdown.

2026

January through mid-April:

- Conduct storm water operator inspections as required, and issue documentation.

April 13 – May 13 (Approximate)

- Provide full construction services for active project completion including observation, engineering, testing, staking, office tech services, and storm water operator inspections.

Post Project:

- Provide all project related closeout services per MDOT requirements, including audit.



Memorandum

To: Mr. Michael Womack, City Manager
From: Paul O'Meara, Senior Project Manager
Date: January 26, 2026
RE: M-24 Underpass Connector Pathway
Construction Services

As you know, ROWE has submitted a request for additional funding to cover the extended time period that this project has been and will continue to be under construction. The following has been prepared to help clarify the construction phase of this project to date, and what it will take to bring the project to conclusion.

Local Agency Projects

As you know, gas tax receipts are distributed to state and local agencies, as well as the federal government. Infrastructure built with local funds can be expended with a relatively small level of oversight, generally including a full-time construction observer (per crew) and engineering input and administration only where needed.

Regarding the M-24 Underpass Connector Pathway Project, the City of Lapeer was the recipient of a federal grant as a part of the Transportation Alternatives Program (TAP), which encourages the construction of non-motorized pathways. The total construction cost of the project was estimated at \$747,500. The TAP Grant awarded 80 percent of that cost (\$598,000) to the City provided that the City pay the remaining 20 percent (\$149,500), all construction engineering costs, plus all additional costs that arise during construction (the grant is typically capped at the amount originally awarded).

Construction Engineering for a project using federal funds requires additional oversight. The Local Agency generally hires a professional engineering consultant to provide all engineering related services such as:

- Full-time Construction Observer, who acts as the owner's representative on site, documents all progress made each day, and directs the contractor only to the extent needed to ensure that contract specifications are followed.
- Office Tech services, including file set up, reviewing all reports generated, reviewing contractor submittals, preparing bi-weekly payment applications for the contractor, processing change orders, verifying materials come from Michigan Department of Transportation (MDOT) certified sources, documenting that all contractor labor is paid following federally stipulated wage and benefit levels, preparing contractor evaluations, and assisting with an audit of all paperwork at the end of the project.

- Construction staking of all proposed work. On this project that includes alignment and grade of the storm sewer, trench drain, retaining walls, pathway, and sidewalks being built (to be provided as often as needed based on the contractor's operation).
- Construction engineering on an as-needed basis, generally focused on contract administration and interpretation of specifications and plans.
- Soil erosion control inspections, performed by a certified storm water operator (in addition to soil erosion control inspections that are made under the county permit issued for the project).
- Testing in various forms:
 - Density testing on site for compacted gravel and sand base areas, as well as for hot mix asphalt surfaces.
 - Concrete strength testing (cylinders are made of the concrete delivered to the site, which are then broken at 3, 7, and 28 days after they were made.)
 - Asphalt mix gradation (verifying that the proper proportions of sand and gravel were used in the asphalt).

Attached is ROWE's proposal for the project. Using an assumed 8.5 week schedule, the original construction services fee of \$125,250, which was set at 16.4 percent of the cost of construction (the industry standard varies between 15 percent and 18 percent).

M-24 Underpass Connector Pathway Progress to Date

Attached is a calendar that documents the important events and the specific days that they occurred for this project. Information has been added to the calendar using three colors of text:

BLACK - Items of work planned by the contractor on the approved Progress Schedule.

RED - Actual items of work as constructed by the contractor.

BLUE - Important unplanned events that impacted the contractor's schedule.

After a review of the calendar, items of concern can be summarized below:

1. **DTE Energy Pole Relocation** – ROWE noted early in the design phase that an existing utility pole that supports overhead wiring on the new property west of M-24 would have to be relocated, as a six foot cut in the grade was proposed in this area. DTE Energy was notified of this condition in October 2024. ROWE checked in with DTE several times during design, particularly when no information was becoming available, and we were assured that they were on top of the issue. However, when the matter was discussed at the pre-construction meeting (July 28, 2025), it became clear that little had been done to prepare for this work. From that point on, pressure was put on DTE on a weekly or more frequent basis. A contract and suggested fee was finally made available on August 27, 2025. Given that the cost was substantially higher than anticipated, the city worked to negotiate a lower price with DTE for several weeks, to no avail. The City made full payment for the relocation on September 24, 2026, at which point the work was scheduled. The pole relocation did not actually occur until **October 27, 2025**.
2. **Contaminated Waste Found on Property West of M-24** – Based on the conditions present on the surface, ROWE was concerned that the sloped area of the new property purchased by the city had been used, at least to some extent, as a junkyard. Large chunks of broken concrete were exposed on the slope near the river, often obscured by dead trees and brush. Provisions were made in the contract documents to have a bid price to cover

the extra cost of removing and disposing of this debris. Several soil borings were also taken in the areas where the pathway and retaining wall construction was proposed, but nothing out of the ordinary was found. During excavation, starting on August 27, 2025, rusty barrels containing materials of various colors (some solid and some liquid), were uncovered. Due to concerns that the buried waste was potentially hazardous, ROWE reached out to an environmental testing firm. Samples were taken to a lab on August 29, 2025, and on September 12, 2025, it was determined that the materials were a variety of non-hazardous paints. From that date until October 20, 2025, ROWE and the contractor negotiated on what a reasonable price (per cubic yard) would be to have the paint barrels and a reasonable amount of adjacent contaminated soils, removed and hauled to an approved landfill. This process usually does not take this long, but responses to our requests for detailed information (to justify suggested pricing) was not provided by the contractor timely. Removal of the contaminated waste, after negotiations, actually took just four workdays.

The contract completion date was originally October 18, 2025. After extensive review of the above, ROWE (with MDOT's concurrence) agreed that while the contaminated waste removal was a complicating factor, the timing of the DTE pole relocation (October 27, 2025) was the key factor causing delays that were outside of the contractor's control. Ultimately, the contractor did not have full access to the site for 78 days after work began. Even so, meaningful work did occur on the site most days (Monday through Friday) at a reduced pace, for which ROWE had to be present and working. While 8.5 weeks of active full time work on the job site was planned, the contractor has already worked 17 weeks (August 11, 2025, to December 12, 2025), and more work remains. Due to the justified delay, the contractor will be allowed to start work again on Monday, April 13, 2025 (weather permitting), with a projected finish of May 13, 2025 (5.5 weeks, for a final total of **22.5 weeks**).

Given the extraordinary expansion of the schedule from what was originally planned, ROWE has already provided substantial additional support to this project and will continue to do so in 2026. With the above as context, the total number of weeks of work on this project increased by a factor of 260 percent. Using our normal rate structure, the suggested additional fee for this work calculates to \$88,600, an increase of 70 percent over the original budget. Understanding that this amount represents a significant percentage compared to the overall construction cost for the project, ROWE is willing to offer to complete this work at our cost, which comes to \$79,225, a 63 percent increase. While removing profit, this differential can also be achieved because while the daily work load has increased, the overall staking, testing, and final closeout and audit work will remain as originally planned.

With the above as context, ROWE kindly asks for authorization to increase the overall construction services budget as described on the attached. We will be prepared to answer any questions that you may have.

CITY OF LAPEER
M-24 TUNNEL CONNECTOR PATHWAY
ROWE PJ 15L0105
MDOT JN 221503

Office Tech

	Cost
Start-up	\$5,400
Close-out	\$10,530
Duration (15 hrs/wk)	\$15,390
(8.5 weeks)	\$31,320

Inspection - Sr Tech

	Cost
Project Prep Time	\$ 1,725
Duration 60 hrs/wk	\$ 52,650
Project Closeout	\$ 1,725
(8.5 weeks)	\$ 56,100

On-site Material Testing - Tech I

	Days	Cost
HMA Density		
Mainline	2	\$ 2,000
Agg Base Density	4	\$ 4,000
Concrete Testing	5	\$ 5,000
		\$ 11,000

Lab Material Testing

	# of Test	Price/Test	Total
Conc Cylinder Breaks	25	\$24	\$600
HMA Gradation	16	\$300	\$4,800
			\$5,400

Project Management

	Total
Duration 8hrs/wk	\$ 11,280
(8.5 weeks)	

Construction Staking

\$10,150

TOTAL: \$ 125,250.00

16.4%

Estimate of construction =
\$765,000

July 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	NOTES
		1	2	3	4	5	
					Independence Day		
6	7	8	9	10 ○ FULL MOON	11	12	
13	14	15 CONTRACT AWARD	16	17	18	19	
20	21	22	23	24 ● NEW MOON	25	26	
27	28 PRECONSTRUCTION MEETING	29	30	31			
		JUNE S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30		AUGUST S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31			

August 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	NOTES																																																																																					
					1	2	BLACK = SUBMITTED SCHEDULE RED = ACTUAL																																																																																					
3	4 SET UP TRAFFIC CONTROL	5 MOBILIZATION	6	7 SESC	8	9 O FULL MOON CLEARING																																																																																						
10	11 SILT FENCE INSTALLED CLEARING BEGINS	12 FENCE REM SIDEWALK REM	13 REMOVALS	14	15 V-J Day (1945)	16 EXCAVATION/ GRADING NO WORK																																																																																						
17	18 EXCAVATION, REMOVING MATERIAL	19	20	21 DEWATERING	22 NEW MOON	23 NO WORK	CONTAMINATED WASTE FOUND AUG. 27 TESTING STARTED AUG. 29																																																																																					
24	25 EXCAVATION, REMOVING MATERIAL	26	27 BARRELS FOUND YOUNG'S ENV. CALLED TO SITE STOCPILE AREA ESTABLISHED	28	29 AKT PEERLESS COLLECTS SAMPLES OF WASTE FOR TESTING NO WORK	30 NO WORK																																																																																						
31		JULY <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td></td></tr><tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr><tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr><tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr><tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr></table>		S	M	T		W	T	F	S		1	2	3	4	5		6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			SEPTEMBER <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr><tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr><tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr><tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr><tr><td>28</td><td>29</td><td>30</td><td></td><td></td><td></td><td></td></tr></table>		S	M	T	W	T	F	S		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						
S	M	T	W	T	F	S																																																																																						
	1	2	3	4	5																																																																																							
6	7	8	9	10	11	12																																																																																						
13	14	15	16	17	18	19																																																																																						
20	21	22	23	24	25	26																																																																																						
27	28	29	30	31																																																																																								
S	M	T	W	T	F	S																																																																																						
	1	2	3	4	5	6																																																																																						
7	8	9	10	11	12	13																																																																																						
14	15	16	17	18	19	20																																																																																						
21	22	23	24	25	26	27																																																																																						
28	29	30																																																																																										

September 2025



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	NOTES
	1 Labor Day	2 WORK BEGINS ON EAST SIDE ACCESS DRIVE STARTED THRU PARK	3 REMOVE SEWER STRIPPING TOPSOIL EAST SIDE	4 INSTALL SEWER & UNDERDRAIN CLEARING, GRADING EAST SIDE	5 →	6 NO WORK	BLACK = SUBMITTED SCHEDULE RED = ACTUAL BLUE = TIME CRITICAL ITEMS
7 ○ FULL MOON	8 REMOVING STORM SEWER, START SUBGRADE UNDERCUT	9 RETAINING WALL STORM SEWER, SUBGRADE UNDERCUT	10 STORM SEWER. SIDEWALK PREP	11 SIDEWALK INSTALLED UNDERDRAIN STARTS Patriot Day	12 CONTAMINATED WASTE PROFILE RECEIVED - SUPERIOR NOTIFIED BACKFILL SIDEWALK, CONTINUE UNDERDRAIN	13 NO WORK	
14 Grandparents' Day	15 AGGREGATE BASE UNDERDRAIN →	16 →	17 AGGREGATE FOR PATHWAY	18 FINISH GRADE PATH, UNDERDRAIN	19 EXCAVATION RESUMES, WEST SIDE POW/MIA Recognition Day	20 CONCRETE PATH NO WORK	
21 ● NEW MOON	22 FORM SIDEWALK SOUTH OF RIVER Rosh Hashanah Begins First Day of Autumn	23 CONC OVERLAY CONC SIDEWALK SOUTH OF RIVER	24 EXCAVATION WEST SIDE →	25 SUPERIOR OFFERS \$125.CYD FOR CONTAMINATED WASTE, NOT INCLUDING COST OF SEALED CONTAINERS	26 ROWE ASKS SUPERIOR FOR BACKUP INFO TO DOCUMENT WHY COST IS HIGH	27 HMA PATH NO WORK	
28	29 EXCAVATION/GRAD ING FOR WALL	30 SUPERIOR SUGGESTS FORCE ACCOUNT, ROWE IMMEDIATELY DECLINES →					
		AUGUST S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	OCTOBER S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31				

October 2025



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	NOTES
			1 (NO REPORT) Yom Kippur Begins	2 EXCAVATION/ GRADING FOR WALL	3	4 FENCE AND SIGNS NO WORK	BLACK = SUBMITTED SCHEDULE RED = ACTUAL
5	6 O FULL MOON EXCAVATION/ GRADING FOR WALL	7 RAIN DAY	8 RESTORATION & LANDSCAPING SEE NOTES TO RIGHT RETAINING WALL SUB.	9	10	11 SUPERIOR THREATENS TO DE MOB. ROWE IMMEDIATELY CLARIFIES SUPERIOR IS HOLDING THIS UP. SUPERIOR AGAIN ASKS FOR FORCE ACCT ROWE GETS FORCE ACCT METHOD TENTATIVELY APPROVED ONCE INFO IS SUBMITTED.	
12	13 ROWE/MDOT REVIEWS VARIOUS INFO FROM SUPERIOR FOR FORCE ACCT RETAINING WALL SUB.	14 CLEAN UP	15	16	17 NO WORK	18 CONTRACT OPEN TO TRAFFIC DATE NO WORK	
19	20 SUPERIOR OFFERS REVISED PRICE OF \$97/CYD' ALL INCLUSIVE, APPROVED BY MDOT SAME DAY NO WORK	21 NEW MOON	22	23	24	25	
26	27 DTE ENERGY RELOCATES POLE NO WORK	28	29	30	31 RAIN DAY Reformation Day	NO WORK	
		SEPTEMBER		NOVEMBER			
		S M T W T F S		S M T W T F S			
		1 2 3 4 5 6		1			
		7 8 9 10 11 12 13		2 3 4 5 6 7 8			
		14 15 16 17 18 19 20		9 10 11 12 13 14 15			
		21 22 23 24 25 26 27		16 17 18 19 20 21 22			
		28 29 30		23 24 25 26 27 28 29			
				30			

November 2025



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	NOTES
						1	
						NO WORK	
2	3	4	5	6	7	8	
	NO WORK	REMOVED CONTAMINATED WASTE					
Daylight Saving Time Ends		Election Day		INSTALL HMA LEVELING COURSE	RAIN DAY	HMA TOP COURSE INSTALLED	
9	10	11	12	13	14	15	
	EXCAVATION FOR WEST RETAINING WALL	REMOVED CONTAMINATED WASTE Veterans Day Armistice Day, WWI	EXCAVATION FOR WEST RETAINING WALL	TURF ESTABLISHMENT EAST SIDE	NO WORK	NO WORK	
16	17	18	19	20	21	22	
	REMOVED EXCESS MATERIALS	UNDERCUT LOWER WEST SIDE PATH	GRADING WEST SIDE	REMOVING TOPSOIL	REMOVED EXCESS MATERIALS	NO WORK	
23	24	25	26	27	28	29	
	UNDERCUT LOWER WEST SIDE PATH, TRENCH DRAIN AREA	NO WORK	NO WORK	HOLIDAY	NO WORK	NO WORK	
30		OCTOBER		DECEMBER			
	START WEST RETAINING WALL	S M T W T F S		S M T W T F S			
		1 2 3 4		1 2 3 4 5 6			
		5 6 7 8 9 10 11		7 8 9 10 11 12 13			
		12 13 14 15 16 17 18		14 15 16 17 18 19 20			
		19 20 21 22 23 24 25		21 22 23 24 25 26 27			
		26 27 28 29 30 31		28 29 30 31			

December 2025



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	NOTES
	1 RETAINING WALL SUBCONTRACTOR (WEST WALL)	2	3	4 ○ FULL MOON	5	6 NO WORK	BLACK = SUBMITTED SCHEDULE RED = ACTUAL
7	8 RETAINING WALL SUBCONTRACTOR (WEST WALL)	9	10	11	12	13 NO WORK	
Pearl Harbor Day							
14 Hanukkah Begins	15 NO WORK	16 NO WORK	17 SNOW FENCE REPAIRED AND ERECTED ON SITE - WINTER SHUTDOWN	18	19 ● NEW MOON	20	
21	22	23	24	25	26	27	
First Day of Winter				Christmas Day			
28	29	30	31 New Year's Eve				
		NOVEMBER		JANUARY 2026			
		S M T W T F S		S M T W T F S			
		2 3 4 5 6 7 8		1 2 3			
		9 10 11 12 13 14 15		4 5 6 7 8 9 10			
		16 17 18 19 20 21 22		11 12 13 14 15 16 17			
		23 24 25 26 27 28 29		18 19 20 21 22 23 24			
		30		25 26 27 28 29 30 31			



ITEM G-2

Meeting Date: February 2, 2026
Department: Planning
Requestor: Ben Keller, Planning Consultant
Agenda Item: Rezoning – 888 Baldwin Road - R-2 Single-Family Residential to B-2 General Business

RECOMMENDATION (motion):

Motion to adopt Ordinance No. 2026-01, Rezoning – 888 Baldwin Road (Parcel #L20-04-801-040-00) from R-2 Single-Family Residential to B-2 General Business, on First Reading and schedule the Second Reading for February 17, 2026.

AGENDA ITEM INFORMATION:

On January 8, 2026 the Planning Commission held a public hearing to consider a request from TJ Rittgers LLC to rezone the property located at 888 Baldwin Road from R-2 Single-Family Residential to B-2 General Business. The applicant indicated the rezoning is being requested to renovate the existing residential structure on the property for office uses.

The Planning Commission recommended approval due to the request meeting Standard 1 of Section 7-23.06(b) finding that the requested amendment is in compliance with the Master Plan. Please see attached excerpt of the draft minutes of the January 8, 2026 Planning Commission meeting and the memo of staff findings to the Planning Commission analyzing the request.

Attachments

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

Ordinance No. 2026-01

Ordinance No. 2026-01 had a first reading by the City Commission at the regular meeting of the Lapeer City Commission on Monday, February 2, 2026, at 6:30 p.m. in the Lapeer City Commission Chambers of Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan.

THE CITY OF LAPEER ORDAINS:

ARTICLE 7.02 MAPPED DISTRICTS 7.02.02 District Boundaries

(a) Zoning District Amendments

(41) The following described property formerly zoned R-2 Single-Family Residential is hereby rezoned to B-2 General Business:

- PARCEL #L20-94-801-040-00. CITY OF LAPEER T7N, R10E, SEC 8, COM SW COR OF LOT 30 OF RICH'S ADD, TH N88*30'E 203.28 FT TO W'LY R/W OF BALDWIN RD, TH S25*50'W 125 FT ALG R/W, TH N77*09'47"W 145.87 FT TO W LN OF SEC 8, TH N03*30'W 75 FT TO BEG.

AYES:

NAYS:

ABSENT:

ABSTAIN:

1st Reading:

2nd Reading:

Effective:

Published:

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



DRAFT

PUBLIC HEARINGS SCHEDULED

Rezoning – 888 Baldwin Road – R-2 to B-2

Planning Consultant Keller reviewed the request from TJ Rittgers LLC to rezone 888 Baldwin Road from R-2 Single-Family Residential to B-2 General Business. Keller reviewed aerial photos of the subject site and surrounding area and uses, the existing single-family residential home on the site, the zoning map and the Future Land Use Map designation for the site of Commercial – General Business. Keller also reviewed the standards of approval and staff findings for the request and the conceptual site plan submitted showing the intent to renovate the home into office space. Keller reported the site will be required to go through the site plan review process and briefly reviewed items shown on the conceptual plan including parking, corner lot setbacks and curb cuts.

Discussion was held on the existing number of curb cuts, requiring closure of the existing curb cuts, the existing hedge row along Harrison Street, parking standard waiver options, traffic at the intersection of Harrison Street, West Street and Baldwin Road, the need for a left turn signal for traffic turning onto northbound S. Main Street, uses permitted in the B-2 General Business District and whether the previous in-ground pool structures have been properly removed or filled in.

Chair Kelly opened the public hearing at 6:54 p.m.

Cory Mabery of Davis Land Surveying stated the new curb cut was located as far away from the intersection as possible on the site, that the existing circle drive will not be utilized and that the full site plan will include more details on parking and setbacks. Mabery stated the size of the site limits potential uses and that residential is not a practical use for the site.

There being no further comments, the public hearing was closed at 6:56 p.m.

277 2026 1-8 Rezoning – 888 Baldwin Rd. – R-2 to B-2

Motion by Womack. Seconded by Bostick-Tullius.

To recommend the City Commission approve the request by TJ Rittgers LLC to rezone 888 Baldwin Road Parcel #L20-94-801-040-00 from R-2 Single-Family Residential to B-2 General Business because the request meets Standard #1 in Section 7.23.06.(b) for approval of a rezoning.

Ayes: Commissioners Kelly, Womack, Hing, Bostick-Tullius, Pattison, Johnson, Brady and Atwood.

Nays: None.

Absent: Commissioner Roberts.

MOTION CARRIED.

SITE PLAN REVIEWS

There were no site plans to be reviewed.

OTHER BUSINESS



Memorandum

To: City of Lapeer, Planning Commission
From: Benjamin Keller, Planning Consultant
Date: December 18, 2025
RE: **Rezoning Request** – TJ Rittgers LLC – 888 Baldwin Rd

The applicant, TJ Rittgers LLC, has submitted a rezoning request to rezone 888 Baldwin Rd from the current zoning classification, R-2 Single Family Residential, to a requested zoning classification of B-2 General Business. 888 Baldwin Rd has an existing single-family residence on site, complete with traditional single family lot site features, such as a residential driveway and yard space. The applicant has requested this rezoning with the intent of renovating the exterior site and interior structure to support office space, as shown on the applicant's preliminary site plan, included with this review. If this rezoning is approved, a site plan review would be required based on the changes proposed to the site by the applicant. Professional office space is a permitted use of land by right in the B-2 General Business Zoning District. This area along Baldwin Rd is slowly becoming more commercialized.

Surrounding Properties, Zoning and Land Use			
North: B-2, General Business. Culver's restaurant	South: R-2, Single Family Residential. Vacant land	East: B-2, General Business. Topical Smoothie restaurant and Beasley Insurance Agency Office	West: RM-1, Multiple Family Residential. Turrill Estates apartment complex.

Conceptual Plan Comments –

- The attached conceptual plan was included with the rezoning application for this case. This plan is purely conceptual at this time and is not being offered as a condition to the rezoning.
- Parking Lot Location:
 - o 888 Baldwin Rd is a corner lot with frontage on both Baldwin Rd (East) and Harrison St (North). In the case of a corner lot, two front yards exist, one along each of the road frontages.
 - o Parking is not allowed in the front yard of any zoning district in the City. The required front yard setback in the B-2 district is 30'
 - o However, article 7-6.06 footnote #3 states the following: "Off-street parking shall be permitted to occupy a portion of the required front yard, provided that there shall be maintained a minimum unobstructed and landscaped setback of 10 feet between the nearest point of the off-street parking area..."

- Number of Parking Spaces:
 - o "Business or professional offices" are required to have "1 parking space for each 300sq ft of GFA"
 - o Per assessing records, the structure is 2,116 square feet with an addition 1,058 sq foot basement and 572 square foot garage.
 - o $2,116 \text{ square feet} / 300 = 7.1 \text{ spaces}$
 - o While the current preliminary site plan shows 6 parking spaces, it is safe to assume based on the space available on-site, that if more than 6 parking spaces are required, the applicant could comply with this requirement. (even given the Front Yard parking stipulation described above)
- Curb Cut Proposed:
 - o Section 7-16.08 states curb openings and driveway approaches, allows for only one curb opening to be installed per 100 linear feet of street frontage.
 - o The two existing curb cuts on site at 888 Baldwin Rd are within 100 linear feet of the proposed curb cut.
- The location, setbacks, and landscaping requirements for the proposed site work will be reviewed once a more detailed site plan application has been submitted to the City.

REZONING STANDARDS OF APPROVAL

To grant approval of a rezoning request, one of the following must be found true per Section 7.23.06.B:

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

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

APPLICANT'S RESPONSE FOR REZONING

The applicant did not provide any comment to support their rezoning request in their application. However, based on the preliminary site plan provided by the applicant, we are aware that the intent of the applicant with this rezoning request is to utilize this site for office space.

STAFF FINDINGS

The City's Future Land Use map identifies the subject parcel as planned for "Commercial – General Business." The Future Land Use Plan states that this classification corresponds to the B-2 General Business zoning district. This classification is in direct compliance with the requested rezoning to B-2, which aligns with approval standard (1) for rezonings, section 7-23.06.B.

RECOMMENDATIONS

Based on the information provided, the request meets Standard #1 in Section 7.23.06.B of the zoning ordinance. Therefore, staff encourages the Planning Commission to recommend approval of the rezoning request to the City Commission.

REFERENCE MATERIAL

Aerial Map

Key:  = Approximate Boundary Lines



Current City of Lapeer Zoning Map

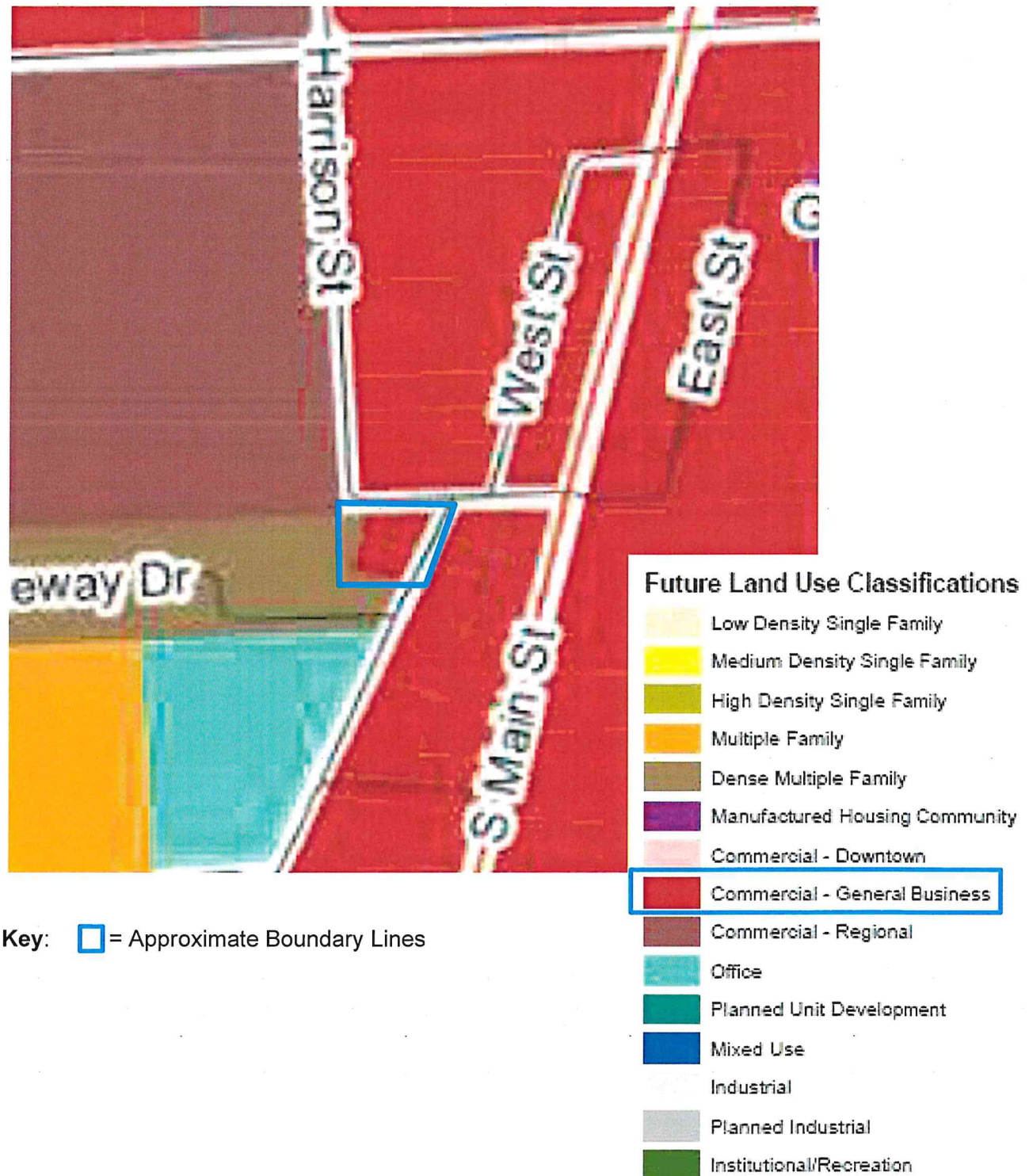


Key: = Approximate Boundary Lines

ZONING DISTRICTS

- R-1 SINGLE-FAMILY RESIDENTIAL
- R-2 SINGLE-FAMILY RESIDENTIAL
- R-3 SINGLE-FAMILY RESIDENTIAL
- RM-1 MULTIPLE-FAMILY RESIDENTIAL
- RM-2 MULTIPLE-FAMILY RESIDENTIAL
- MHP MANUFACTURED HOME PARK
- OS-1 OFFICE SERVICE
- B-1 NEIGHBORHOOD BUSINESS
- B-2 GENERAL BUSINESS
- B-3 REGIONAL BUSINESS
- CBD-1 CENTRAL BUSINESS

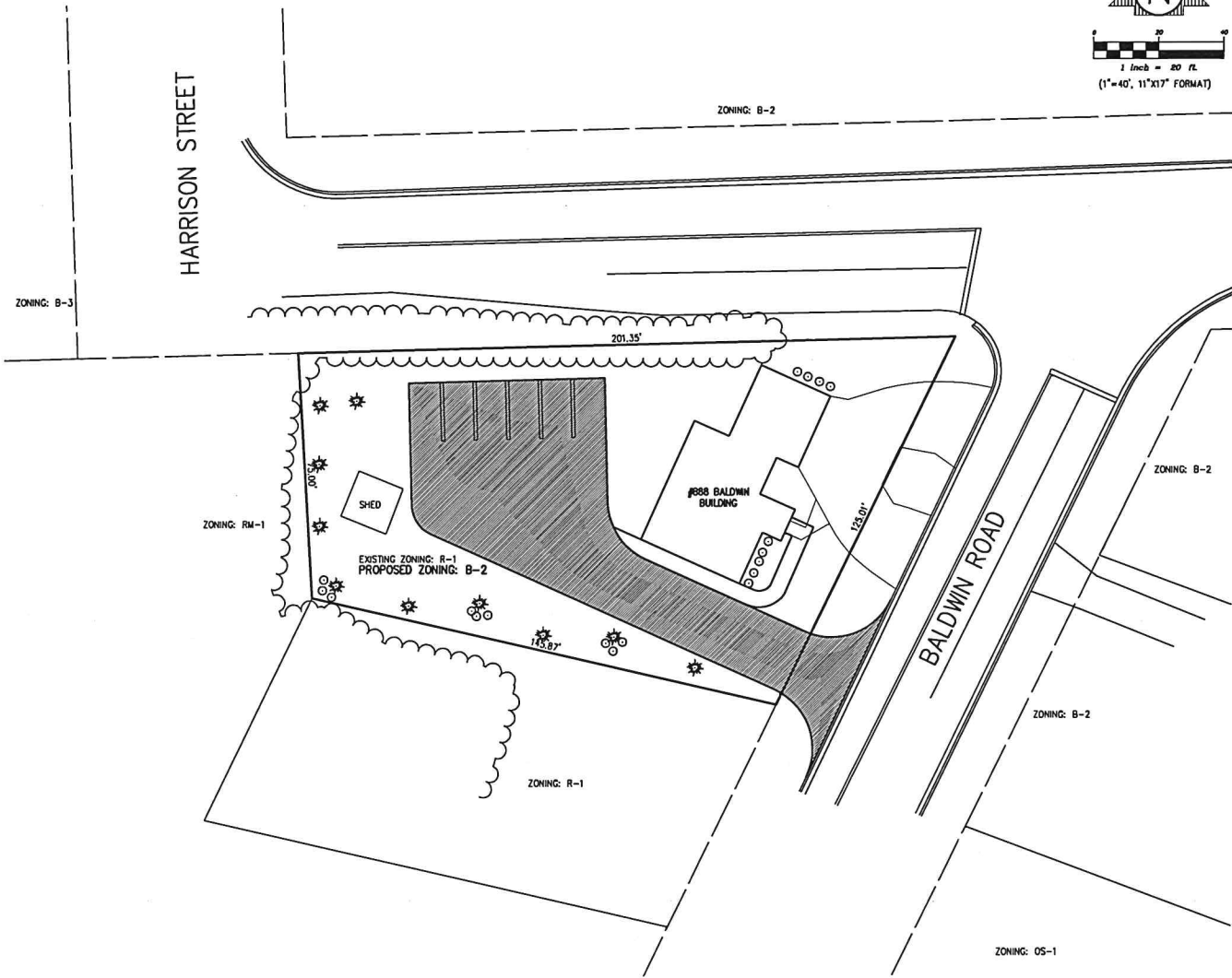
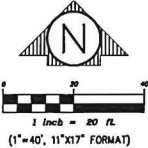
Current Future Land Use Map





SITE PLAN - OFFICE

888 BALDWIN ROAD



APPLICANT

T.J. RITTGERS, LLC
272 GOLFSIDE DRIVE
Lapeer, MI 48446
P. 810.660.8361

SITE NOTES

PARCEL NUMBER: L20-94-801-040-00
ZONING: R-1 (General Business)

PROPOSED ZONING: B-2
PROPOSED USE: OFFICE

TOTAL PROPERTY SIZE: +/-0.38 acres
Proposed Front Setback: 30 ft.
Proposed Rear Setback: ---
Proposed Side Setback: none (10 ft. required when adj. to street)

FLOOD PLAIN NOTE: No regulated flood plain located on site.
WETLAND NOTE: No regulated wetlands are located on site.

NO.	Description	Date
1	CITY COMMENTS	11/2/22

PREPARED BY:
DAVIS LAND SURVEYING & ENGINEERING, P.C.
415 W. NEPESING STREET
LAPEER, MICHIGAN 48446
PHONE: (810) 667-6789
FAX: (810) 667-8980

PREPARED FOR:
T.J. RITTGERS, LLC
CONCEPTUAL SITE PLAN
NW 1/4, SECTION 8, 17N-10E
CITY OF LAPEER, LAPEER COUNTY, MI



SHT # SP1
Job. No. 254432



ITEM G-3

Meeting Date: January 26, 2026
Department: Finance/DPW
Requestor: Kelly Hanna, Director of Finance
Ross Slusher, Director of Public Services
Agenda Item: Park St, Pine St and Parking Lot #9 improvement project

RECOMMENDATION (motion):

Award the project for Park St, Pine St and Parking Lot #9 improvement project to DiPonio Contracting, LLC for an amount not to exceed \$3,960,000; adopt the Notice of Intent Resolution for the 2026 Capital Improvement bonds for an amount not to exceed \$3,750,000; approve the Rowe Professional Services Contract for construction engineering services for an amount not to exceed \$368,200; approve the DTE work order in the amount of \$12,966.02 to relocate streetlight & guy wires; and approve the FY25/26 budget amendment, as presented.

AGENDA ITEM INFORMATION:

Rowe engineering held a bid opening on January 21, 2026, for the project. The City received five (5) bids for the project. After thorough review of the bid proposals, Rowe Engineering and the Department of Public Works are recommending awarding the contract to the lowest bidder, DiPonio Contracting, LLC.

The project is planned to start in late March, with a focus on the water main construction on Park Street and Pine Street. Parking lot #9 work will start later in the season when the weather is better, with an estimated completion of the project by the end of July 2026. The FY25/26 budget amendment reflects the bond proceeds and construction costs. The Major Road, Local Road and parking lot portion will be paid by bond proceeds. The water and sewer portion will be paid from working capital of those two funds.

It is the City of Lapeer's intent to issue and sell general obligation capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in a principal amount not to exceed Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000), for the purpose of paying all or part of the cost to acquire, construct, furnish and equip improvements to the City's road system and parking lot improvements.

The City Clerk will post the Notice of Intent to issue and sell bonds in the County Press on February 8, 2026.

Budgeted Amount:	None	Funds Requested:	None at this time
Funding Source:	Bond proceeds and working capital	CIP Project #:	23005,14350, 18060
		Budget Amendment Needed:	Yes
# of Bids/Quotes Obtained:	5 bids	Budget Amendment Attached:	Yes
Explanation:			



January 26, 2026

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

RE: 2026 Street and Parking Lot Improvements Project

Dear Mr. Womack,

On January 21, 2026, the City of Lapeer received a total of five bids for the above referenced project. The bid tabulation is attached. The lowest bidder was DiPonio Contracting, LLC, whose total price of \$3,959,595.95 was about 9 percent lower than the engineer's cost opinion, and 2 percent lower than the second bidder's total.

Members of the ROWE team have personally worked with the DiPonio team not just recently, but on several projects in the past. DiPonio's expertise is installation of water main and sewer and preparing the grade for road paving. While the company appears to have several projects of this nature to complete in 2026, after a discussion with management, they appear prepared to complete the project within the time frame and limitations spelled out in the contract. It is recommended that the city award the project to the low bidder, DiPonio Contracting, LLC, for the sum of \$3,959,595.95. Costs for this project may be apportioned as follows:

Major Street Fund:	\$1,367,575.93
Local Street Fund:	\$ 573,241.26
Water Fund:	\$ 415,591.18
Sanitary Sewer Fund:	\$ 125,160.81
Parking Lot Fund:	<u>\$1,478,026.77</u>
Total:	\$3,959,595.95

After our brief discussions with the contractor, it appears that work is intended to start in late March, with a focus on the water main construction on Park Street and Pine Street. Parking Lot #9 work will start later in the season when the weather is better, and asphalt will be readily available (the contract stipulates that it may be closed a maximum of 50 days). For the project as a whole, the contract documents strongly encourage substantial completion of the project by the end of July 2026, to facilitate with the scheduled 2026 Lapeer Days event in this area.

It is noted that working through the Michigan Department of Transportation (MDOT), last year the city was awarded a Category B grant. The Category B grant will provide reimbursement of 50 percent of the street construction costs for all of the Pine Street portion of the project (including both some of the Major and Local Street costs listed above), up to a maximum of \$250,000. A separate calculation using the low bidder's prices was generated to determine this cost, which is \$599,882.54, therefore, it is anticipated that the city will be reimbursed the full \$250,000 from this grant.

SINCE 1962

Mr. Michael Womack, City Manager
January 26, 2026
Page 2

If you have any questions, or need additional information regarding this matter, please feel free to contact me.

Sincerely,
ROWE Professional Services Company

Paul T. O'Meara, P.E.
Senior Project Manager

Attachment

R:\Projects\2400577\Docs\Specs and Bid Book\Bidding\Award\Contract Award Letter 2400577.docx

TABULATION OF BIDS

OWNER: City of Lapeer

PROJECT: 2026 Street and Parking Lot Improvements Project

JOB NO.: 2400577

DATE: January 21, 2026

			Engineer's Estimate		DiPonio Contracting, LLC		LA Construction Corporation		Angelo lafrate Construction	
WORK DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Maintaining Traffic	1	LSUM	\$100,000.00	\$100,000.00	\$39,000.00	\$39,000.00	\$72,563.98	\$72,563.98	\$94,200.00	\$94,200.00
Mobilization , 5% Max	1	LSUM	\$207,000.00	\$207,000.00	\$190,000.00	\$190,000.00	\$202,250.00	\$202,250.00	\$220,000.00	\$220,000.00
Audio-Video Construction Area Survey	1	LSUM	\$5,000.00	\$5,000.00	\$1,475.25	\$1,475.25	\$7,495.00	\$7,495.00	\$2,400.00	\$2,400.00
Exploratory Excavation	8	Hr	\$600.00	\$4,800.00	\$300.00	\$2,400.00	\$511.70	\$4,093.60	\$625.00	\$5,000.00
Curb and Gutter, Rem	4979	Ft	\$10.00	\$49,790.00	\$7.00	\$34,853.00	\$8.33	\$41,475.07	\$6.50	\$32,363.50
Pavt, Rem , Case 1	3731	Syd	\$12.00	\$44,772.00	\$5.25	\$19,587.75	\$8.02	\$29,922.62	\$13.00	\$48,503.00
Pavt, Rem , Case 2	645	Syd	\$25.00	\$16,125.00	\$25.00	\$16,125.00	\$16.07	\$10,365.15	\$23.00	\$14,835.00
Pavt, Rem , Case 3	780	Syd	\$15.00	\$11,700.00	\$22.00	\$17,160.00	\$16.07	\$12,534.60	\$15.00	\$11,700.00
Sidewalk, Rem	3254	Syd	\$12.00	\$39,048.00	\$11.00	\$35,794.00	\$10.85	\$35,305.90	\$11.00	\$35,794.00
Curb, Rem	383	Ft	\$15.00	\$5,745.00	\$7.00	\$2,681.00	\$17.85	\$6,836.55	\$6.00	\$2,298.00
Non Haz Contaminated Material Handling and Disposal	100	Cyd	\$80.00	\$8,000.00	\$50.00	\$5,000.00	\$87.25	\$8,725.00	\$60.00	\$6,000.00
Dumpster Enclosure	4	Ea	\$35,000.00	\$140,000.00	\$46,500.00	\$186,000.00	\$47,159.71	\$188,638.84	\$65,275.00	\$261,100.00
Site Lighting	1	LSUM	\$340,000.00	\$340,000.00	\$369,373.00	\$369,373.00	\$380,585.00	\$380,585.00	\$462,600.00	\$462,600.00
Misc Structures, Rem	1	LSUM	\$25,000.00	\$25,000.00	\$7,000.00	\$7,000.00	\$11,572.75	\$11,572.75	\$4,800.00	\$4,800.00
Misc Structures, Rem , Parking Lot	1	LSUM	\$15,000.00	\$15,000.00	\$1,500.00	\$1,500.00	\$1,190.00	\$1,190.00	\$3,900.00	\$3,900.00
Misc Pipe Repr	3	Ea	\$1,000.00	\$3,000.00	\$900.00	\$2,700.00	\$1,011.50	\$3,034.50	\$450.00	\$1,350.00
Earthwork , Parking Lot	1	LSUM	\$50,000.00	\$50,000.00	\$60,000.00	\$60,000.00	\$82,633.60	\$82,633.60	\$125,000.00	\$125,000.00
Subgrade Undercutting, Type IV	450	Cyd	\$80.00	\$36,000.00	\$60.00	\$27,000.00	\$86.68	\$39,006.00	\$98.00	\$44,100.00
Machine Grading	34	Sta	\$4,000.00	\$136,000.00	\$7,000.00	\$238,000.00	\$2,653.70	\$90,225.80	\$8,000.00	\$272,000.00
Geotextile, Stabilization	200	Syd	\$6.00	\$1,200.00	\$2.00	\$400.00	\$4.96	\$992.00	\$4.00	\$800.00
Soil Erosion and Sedimentation Control	1	LSUM	\$15,000.00	\$15,000.00	\$13,000.00	\$13,000.00	\$9,817.50	\$9,817.50	\$100,000.00	\$100,000.00
Aggregate Base, 3 inch	9450	Syd	\$15.00	\$141,750.00	\$10.00	\$94,500.00	\$7.62	\$72,009.00	\$8.00	\$75,600.00
Aggregate Base, 4 inch	1700	Syd	\$18.00	\$30,600.00	\$13.00	\$22,100.00	\$10.70	\$18,190.00	\$15.00	\$25,500.00
Aggregate Base, 6 inch	581	Syd	\$18.00	\$10,458.00	\$40.00	\$23,240.00	\$15.24	\$8,854.44	\$19.00	\$11,039.00
Aggregate Base, 8 inch	6991	Syd	\$20.00	\$139,820.00	\$20.00	\$139,820.00	\$18.80	\$131,430.80	\$19.00	\$132,829.00
Aggregate Base, 10 inch	3674	Syd	\$25.00	\$91,850.00	\$25.00	\$91,850.00	\$23.41	\$86,008.34	\$24.00	\$88,176.00
HMA Base Crushing and Shaping	19768	Syd	\$3.00	\$59,304.00	\$3.25	\$64,246.00	\$3.77	\$74,525.36	\$2.00	\$39,536.00
Cold Milling HMA Surface	860	Syd	\$4.00	\$3,440.00	\$6.00	\$5,160.00	\$7.76	\$6,673.60	\$5.00	\$4,300.00
Cold Milling HMA Surface , Parking Lot	385	Syd	\$10.00	\$3,850.00	\$6.00	\$2,310.00	\$8.15	\$3,137.75	\$6.00	\$2,310.00
Hand Patching	84	Ton	\$200.00	\$16,800.00	\$318.00	\$26,712.00	\$327.54	\$27,513.36	\$300.00	\$25,200.00

TABULATION OF BIDS

			Engineer's Estimate		DiPonio Contracting, LLC		LA Construction Corporation		Angelo Iafrate Construction	
WORK DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Driveway, HMA	482	Syd	\$60.00	\$28,920.00	\$45.80	\$22,075.60	\$47.17	\$22,735.94	\$60.00	\$28,920.00
HMA, 3EL	1979	Ton	\$115.00	\$227,585.00	\$88.95	\$176,032.05	\$91.62	\$181,315.98	\$95.00	\$188,005.00
HMA, 3EL , Parking Lot	1490	Ton	\$130.00	\$193,700.00	\$88.95	\$132,535.50	\$91.62	\$136,513.80	\$100.00	\$149,000.00
HMA, 4EL	1106	Ton	\$115.00	\$127,190.00	\$92.10	\$101,862.60	\$94.86	\$104,915.16	\$100.00	\$110,600.00
HMA, 4EL , Parking Lot	1260	Ton	\$130.00	\$163,800.00	\$92.10	\$116,046.00	\$94.86	\$119,523.60	\$100.00	\$126,000.00
HMA, 5EML	755	Ton	\$120.00	\$90,600.00	\$109.20	\$82,446.00	\$112.48	\$84,922.40	\$100.00	\$75,500.00
Curb, Conc, Det E2	6	Ft	\$100.00	\$600.00	\$40.00	\$240.00	\$44.77	\$268.62	\$102.00	\$612.00
Curb and Gutter, Conc, Det F2 , Parking Lot	580	Ft	\$35.00	\$20,300.00	\$25.00	\$14,500.00	\$29.32	\$17,005.60	\$28.00	\$16,240.00
Curb and Gutter, Conc, Det F4	4296	Ft	\$30.00	\$128,880.00	\$22.25	\$95,586.00	\$25.30	\$108,688.80	\$24.00	\$103,104.00
Curb and Gutter, Conc, Det F4 , Parking Lot	820	Ft	\$50.00	\$41,000.00	\$27.00	\$22,140.00	\$31.38	\$25,731.60	\$23.00	\$18,860.00
Curb Ramp Opening, Conc	334	Ft	\$35.00	\$11,690.00	\$27.00	\$9,018.00	\$31.38	\$10,480.92	\$31.00	\$10,354.00
Curb Ramp Opening, Conc , Parking Lot	207	Ft	\$40.00	\$8,280.00	\$27.00	\$5,589.00	\$31.38	\$6,495.66	\$31.00	\$6,417.00
Curb and Gutter, Conc, Spill	1143	Ft	\$35.00	\$40,005.00	\$27.00	\$30,861.00	\$31.38	\$35,867.34	\$26.00	\$29,718.00
Curb and Gutter, Conc, Spill , Parking Lot	590	Ft	\$35.00	\$20,650.00	\$27.00	\$15,930.00	\$31.38	\$18,514.20	\$26.00	\$15,340.00
Detectable Warning Surface	241	Ft	\$80.00	\$19,280.00	\$50.00	\$12,050.00	\$51.50	\$12,411.50	\$46.00	\$11,086.00
Sidewalk Ramp, Conc, 4 inch	1512	Sft	\$11.00	\$16,632.00	\$10.00	\$15,120.00	\$9.50	\$14,364.00	\$10.00	\$15,120.00
Sidewalk Ramp, Conc, 6 inch	3499	Sft	\$12.00	\$41,988.00	\$11.00	\$38,489.00	\$10.53	\$36,844.47	\$11.00	\$38,489.00
Sidewalk Ramp, Conc, 8 inch	540	Sft	\$14.00	\$7,560.00	\$12.00	\$6,480.00	\$12.08	\$6,523.20	\$15.00	\$8,100.00
Sidewalk, Conc, 4 inch	24396	Sft	\$8.00	\$195,168.00	\$7.00	\$170,772.00	\$5.88	\$143,448.48	\$7.00	\$170,772.00
Sidewalk, Conc, 6 inch	1939	Sft	\$10.00	\$19,390.00	\$8.50	\$16,481.50	\$7.91	\$15,337.49	\$10.50	\$20,359.50
Sidewalk, Conc, 8 inch	2099	Sft	\$12.00	\$25,188.00	\$10.00	\$20,990.00	\$10.02	\$21,031.98	\$14.00	\$29,386.00
Driveway, Reinf Conc, 8 inch	412	Syd	\$110.00	\$45,320.00	\$74.25	\$30,591.00	\$94.31	\$38,855.72	\$108.00	\$44,496.00
Driveway, Nonreinf Conc, 6 inch	184	Syd	\$75.00	\$13,800.00	\$56.25	\$10,350.00	\$71.15	\$13,091.60	\$93.00	\$17,112.00
Cement	4	Ton	\$500.00	\$2,000.00	\$250.00	\$1,000.00	\$257.50	\$1,030.00	\$700.00	\$2,800.00
Curb, Conc, Mountable , Parking Lot	80	Ft	\$50.00	\$4,000.00	\$28.00	\$2,240.00	\$32.41	\$2,592.80	\$41.00	\$3,280.00
Sidewalk, Conc, 4 inch, Thickened Edge	281	Sft	\$12.00	\$3,372.00	\$12.00	\$3,372.00	\$15.02	\$4,220.62	\$13.00	\$3,653.00
Sidewalk, Conc, 6 inch, Thickened Edge	35	Sft	\$6.00	\$210.00	\$15.00	\$525.00	\$18.11	\$633.85	\$31.00	\$1,085.00
Curb and Gutter, Conc, Valley	168	Ft	\$30.00	\$5,040.00	\$28.00	\$4,704.00	\$32.41	\$5,444.88	\$37.00	\$6,216.00
Sidewalk Expansion Joint Sealing , Parking Lot	1	LSUM	\$24,000.00	\$24,000.00	\$5,500.00	\$5,500.00	\$5,665.00	\$5,665.00	\$4,000.00	\$4,000.00
Sidewalk Expansion Joint Sealing , Streets	1	LSUM	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,090.00	\$3,090.00	\$5,200.00	\$5,200.00
Conc Pavt, Nonreinf, 7 inch	110	Syd	\$120.00	\$13,200.00	\$65.25	\$7,177.50	\$88.40	\$9,724.00	\$63.00	\$6,930.00
Brick Pavers , Remove, Salvage & Restore	111	Sft	\$25.00	\$2,775.00	\$80.00	\$8,880.00	\$35.70	\$3,962.70	\$56.00	\$6,216.00
Aggregate Surface Cse, 8 inch	7	Syd	\$50.00	\$350.00	\$40.00	\$280.00	\$65.89	\$461.23	\$114.00	\$798.00
Pavement Markings , Parking Lot	1	LSUM	\$13,200.00	\$13,200.00	\$4,275.00	\$4,275.00	\$16,989.85	\$16,989.85	\$9,000.00	\$9,000.00

TABULATION OF BIDS

			Engineer's Estimate		DiPonio Contracting, LLC		LA Construction Corporation		Angelo Iafrate Construction	
WORK DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Pavt Mrkg, Polyurea, 4 inch, White	192	Ft	\$2.00	\$384.00	\$1.45	\$278.40	\$1.49	\$286.08	\$2.50	\$480.00
Pavt Mrkg, Polyurea, 4 inch, Yellow	3419	Ft	\$2.00	\$6,838.00	\$1.45	\$4,957.55	\$1.49	\$5,094.31	\$2.50	\$8,547.50
Pavt Mrkg, Polyurea, 4 inch, Blue	134	Ft	\$2.00	\$268.00	\$8.00	\$1,072.00	\$8.24	\$1,104.16	\$3.00	\$402.00
Pavt Mrkg, Polyurea, 6 inch, White	415	Ft	\$2.00	\$830.00	\$1.75	\$726.25	\$1.80	\$747.00	\$5.00	\$2,075.00
Pavt Mrkg, Polyurea, 24 inch, Stop Bar , Recessed	162	Ft	\$20.00	\$3,240.00	\$20.95	\$3,393.90	\$21.58	\$3,495.96	\$24.00	\$3,888.00
Pavt Mrkg, Polyurea, 6 inch, Crosswalk , Recessed	253	Ft	\$7.00	\$1,771.00	\$8.50	\$2,150.50	\$8.76	\$2,216.28	\$6.00	\$1,518.00
Pavt Mrkg, Polyurea, Accessible Sym , Recessed	2	Ea	\$200.00	\$400.00	\$195.00	\$390.00	\$200.85	\$401.70	\$300.00	\$600.00
Pavt Mrkg, Polyurea, 12 inch, Crosswalk , Recessed	556	Ft	\$10.00	\$5,560.00	\$13.00	\$7,228.00	\$13.39	\$7,444.84	\$11.00	\$6,116.00
Bollard	10	Ea	\$400.00	\$4,000.00	\$2,500.00	\$25,000.00	\$1,407.50	\$14,075.00	\$840.00	\$8,400.00
Turf Establishment , Parking Lot	1	LSUM	\$10,000.00	\$10,000.00	\$28,000.00	\$28,000.00	\$17,369.25	\$17,369.25	\$12,990.00	\$12,990.00
Turf Establishment , Streets	1	LSUM	\$50,000.00	\$50,000.00	\$34,000.00	\$34,000.00	\$30,955.65	\$30,955.65	\$30,320.00	\$30,320.00
Landscaping , Parking Lot	1	LSUM	\$47,000.00	\$47,000.00	\$21,875.00	\$21,875.00	\$24,617.00	\$24,617.00	\$29,000.00	\$29,000.00
Landscaping , Streets	1	LSUM	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00	\$13,184.00	\$13,184.00	\$13,000.00	\$13,000.00
Mulch	180	Syd	\$2.50	\$450.00	\$14.17	\$2,550.60	\$11.97	\$2,154.60	\$20.00	\$3,600.00
Landscaping Stone	113	Syd	\$30.00	\$3,390.00	\$20.00	\$2,260.00	\$22.66	\$2,560.58	\$70.00	\$7,910.00
Curb Stop and Box, Adj, Case 1	1	Ea	\$300.00	\$300.00	\$500.00	\$500.00	\$595.00	\$595.00	\$450.00	\$450.00
Curb Stop and Box, Adj, Case 1 , with Sleeve	17	Ea	\$400.00	\$6,800.00	\$600.00	\$10,200.00	\$622.30	\$10,579.10	\$505.00	\$8,585.00
Gate Box, Adj, Case 1	14	Ea	\$750.00	\$10,500.00	\$1,200.00	\$16,800.00	\$812.50	\$11,375.00	\$230.00	\$3,220.00
Gate Box, Adj, Case 2	1	Ea	\$300.00	\$300.00	\$400.00	\$400.00	\$595.00	\$595.00	\$220.00	\$220.00
Dr Structure Cover, Adj, Case 1	12	Ea	\$900.00	\$10,800.00	\$900.00	\$10,800.00	\$952.00	\$11,424.00	\$640.00	\$7,680.00
Dr Structure Cover, Adj, Case 1 , with Collar	16	Ea	\$1,000.00	\$16,000.00	\$1,700.00	\$27,200.00	\$1,276.00	\$20,416.00	\$700.00	\$11,200.00
Dr Structure Cover, Adj, Case 1 , with WrapidSeal	15	Ea	\$1,500.00	\$22,500.00	\$1,500.00	\$22,500.00	\$1,501.16	\$22,517.40	\$925.00	\$13,875.00
Dr Structure Cover, Adj, Case 2	1	Ea	\$750.00	\$750.00	\$500.00	\$500.00	\$952.00	\$952.00	\$575.00	\$575.00
Dr Structure Cover, Adj, Case 2 , with WrapidSeal	2	Ea	\$1,500.00	\$3,000.00	\$1,100.00	\$2,200.00	\$1,144.16	\$2,288.32	\$850.00	\$1,700.00
Dr Structure, Adj, Add Depth	12	Ft	\$400.00	\$4,800.00	\$500.00	\$6,000.00	\$357.00	\$4,284.00	\$370.00	\$4,440.00
Dr Structure Cover, Type B	2	Ea	\$600.00	\$1,200.00	\$700.00	\$1,400.00	\$719.50	\$1,439.00	\$600.00	\$1,200.00
Dr Structure Cover, Type D	2	Ea	\$800.00	\$1,600.00	\$900.00	\$1,800.00	\$958.60	\$1,917.20	\$800.00	\$1,600.00
Dr Structure Cover, Type K	3	Ea	\$800.00	\$2,400.00	\$1,000.00	\$3,000.00	\$1,080.88	\$3,242.64	\$900.00	\$2,700.00
Dr Structure Cover, Type Q	21	Ea	\$800.00	\$16,800.00	\$800.00	\$16,800.00	\$852.70	\$17,906.70	\$630.00	\$13,230.00
Hydrant, Rem	1	Ea	\$750.00	\$750.00	\$700.00	\$700.00	\$892.50	\$892.50	\$920.00	\$920.00
Fire Hydrant	7	Ea	\$7,000.00	\$49,000.00	\$8,300.00	\$58,100.00	\$9,990.03	\$69,930.21	\$9,700.00	\$67,900.00
Gate Well, Rem	2	Ea	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$892.50	\$1,785.00	\$700.00	\$1,400.00
Gate Valve and Well, 8 inch	2	Ea	\$7,000.00	\$14,000.00	\$6,000.00	\$12,000.00	\$9,260.43	\$18,520.86	\$6,100.00	\$12,200.00
Water Main, Rem	68	Ft	\$50.00	\$3,400.00	\$25.00	\$1,700.00	\$35.70	\$2,427.60	\$40.00	\$2,720.00

TABULATION OF BIDS

			Engineer's Estimate		DiPonio Contracting, LLC		LA Construction Corporation		Angelo Iafrate Construction	
WORK DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Water Main, Abandon	1	LSUM	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$10,007.00	\$10,007.00	\$11,560.00	\$11,560.00
Water Main, PVC, 8 inch, Tr Det G	2329	Ft	\$105.00	\$244,545.00	\$100.00	\$232,900.00	\$99.41	\$231,525.89	\$97.00	\$225,913.00
Water Serv, Type K Copper, 1 inch, Tr Det G	334	Ft	\$60.00	\$20,040.00	\$69.00	\$23,046.00	\$91.08	\$30,420.72	\$91.00	\$30,394.00
Curb Stop and Box, 1 inch	8	Ea	\$650.00	\$5,200.00	\$400.00	\$3,200.00	\$1,224.41	\$9,795.28	\$385.00	\$3,080.00
Corporation and Tap, 1 inch	29	Ea	\$750.00	\$21,750.00	\$600.00	\$17,400.00	\$1,550.22	\$44,956.38	\$700.00	\$20,300.00
Connect to Existing Water Main	5	Ea	\$5,500.00	\$27,500.00	\$5,000.00	\$25,000.00	\$7,646.51	\$38,232.55	\$3,500.00	\$17,500.00
Testing and Disinfection	1	LSUM	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$37,746.80	\$37,746.80	\$14,860.00	\$14,860.00
Sanitary Sewer, Rem	100	Ft	\$35.00	\$3,500.00	\$30.00	\$3,000.00	\$35.70	\$3,570.00	\$51.00	\$5,100.00
Sanitary Sewer Manhole, Rem	4	Ea	\$800.00	\$3,200.00	\$1,000.00	\$4,000.00	\$595.00	\$2,380.00	\$700.00	\$2,800.00
Sanitary Sewer Manhole, 48 inch dia	2	Ea	\$6,000.00	\$12,000.00	\$7,000.00	\$14,000.00	\$8,366.18	\$16,732.36	\$4,200.00	\$8,400.00
Sanitary Sewer Manhole, Tap, 8 inch	1	Ea	\$500.00	\$500.00	\$4,500.00	\$4,500.00	\$952.00	\$952.00	\$840.00	\$840.00
Sanitary Sewer Tap, 8 inch	1	Ea	\$500.00	\$500.00	\$500.00	\$500.00	\$1,143.07	\$1,143.07	\$525.00	\$525.00
Sanitary Sewer Tap, 15 inch	1	Ea	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,700.95	\$1,700.95	\$800.00	\$800.00
Sanitary Sewer Bulkhead, 6 inch or Larger	7	Ea	\$300.00	\$2,100.00	\$350.00	\$2,450.00	\$476.00	\$3,332.00	\$250.00	\$1,750.00
Sanitary Sewer, PVC, 8 inch, Tr Det B	310	Ft	\$90.00	\$27,900.00	\$85.00	\$26,350.00	\$93.22	\$28,898.20	\$100.00	\$31,000.00
Sanitary Sewer, PVC, 15 inch, Tr Det B	5	Ft	\$100.00	\$500.00	\$350.00	\$1,750.00	\$530.39	\$2,651.95	\$190.00	\$950.00
Sanitary Sewer Lead, 6 inch, Tr Det B	50	Ft	\$60.00	\$3,000.00	\$200.00	\$10,000.00	\$89.63	\$4,481.50	\$82.00	\$4,100.00
Sanitary Sewer Lead, 4 inch, Tr Det B	50	Ft	\$55.00	\$2,750.00	\$200.00	\$10,000.00	\$85.35	\$4,267.50	\$78.00	\$3,900.00
Dr Structure, Rem	26	Ea	\$800.00	\$20,800.00	\$600.00	\$15,600.00	\$595.00	\$15,470.00	\$500.00	\$13,000.00
Storm Sewer, Rem, Less than 24 inch	804	Ft	\$30.00	\$24,120.00	\$20.00	\$16,080.00	\$23.80	\$19,135.20	\$37.00	\$29,748.00
Storm Sewer, RCP CI IV, 12 inch, Tr Det B	529	Ft	\$90.00	\$47,610.00	\$95.00	\$50,255.00	\$87.56	\$46,319.24	\$83.00	\$43,907.00
Storm Sewer, RCP CI IV, 15 inch, Tr Det B	71	Ft	\$125.00	\$8,875.00	\$115.00	\$8,165.00	\$113.69	\$8,071.99	\$92.00	\$6,532.00
Storm Sewer, RCP CI IV, 18 inch, Tr Det B	36	Ft	\$135.00	\$4,860.00	\$170.00	\$6,120.00	\$156.27	\$5,625.72	\$97.00	\$3,492.00
Storm Sewer Tap, 4 inch	1	Ea	\$350.00	\$350.00	\$100.00	\$100.00	\$568.80	\$568.80	\$460.00	\$460.00
Storm Sewer Tap, 6 inch	1	Ea	\$500.00	\$500.00	\$150.00	\$150.00	\$687.80	\$687.80	\$500.00	\$500.00
Storm Sewer Tap, 12 inch	3	Ea	\$800.00	\$2,400.00	\$550.00	\$1,650.00	\$1,197.66	\$3,592.98	\$700.00	\$2,100.00
Storm Sewer Tap, 18 inch	1	Ea	\$800.00	\$800.00	\$850.00	\$850.00	\$1,490.25	\$1,490.25	\$900.00	\$900.00
Storm Sewer Bulkhead, 6 inch or Larger	9	Ea	\$300.00	\$2,700.00	\$250.00	\$2,250.00	\$476.00	\$4,284.00	\$300.00	\$2,700.00
Dr Structure, 24 inch dia	16	Ea	\$3,500.00	\$56,000.00	\$1,700.00	\$27,200.00	\$3,892.14	\$62,274.24	\$2,800.00	\$44,800.00
Dr Structure, 48 inch dia	12	Ea	\$4,000.00	\$48,000.00	\$2,700.00	\$32,400.00	\$5,207.73	\$62,492.76	\$3,800.00	\$45,600.00
Dr Structure, Tap, 6 inch	6	Ea	\$400.00	\$2,400.00	\$350.00	\$2,100.00	\$568.80	\$3,412.80	\$200.00	\$1,200.00
Dr Structure, Tap, 12 inch	10	Ea	\$750.00	\$7,500.00	\$550.00	\$5,500.00	\$1,078.66	\$10,786.60	\$430.00	\$4,300.00
Storm Sewer, CI A, 4 inch, Tr Det B	13	Ft	\$50.00	\$650.00	\$60.00	\$780.00	\$76.44	\$993.72	\$68.00	\$884.00
Storm Sewer Lead, 6 inch, Tr Det B	25	Ft	\$80.00	\$2,000.00	\$70.00	\$1,750.00	\$78.61	\$1,965.25	\$59.00	\$1,475.00

TABULATION OF BIDS



			Engineer's Estimate		DiPonio Contracting, LLC		LA Construction Corporation		Angelo Iafrate Construction	
WORK DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Downspout Riser	1	Ea	\$600.00	\$600.00	\$300.00	\$300.00	\$971.67	\$971.67	\$630.00	\$630.00
Underdrain, Subbase, 6 inch	5862	Ft	\$12.00	\$70,344.00	\$20.00	\$117,240.00	\$13.39	\$78,492.18	\$16.00	\$93,792.00
Post Hole Through Conc for Steel Post	16	Ea	\$150.00	\$2,400.00	\$100.00	\$1,600.00	\$103.00	\$1,648.00	\$100.00	\$1,600.00
Post, Steel, 3 lb	769	Ft	\$8.00	\$6,152.00	\$12.00	\$9,228.00	\$9.27	\$7,128.63	\$9.00	\$6,921.00
Sign, Type III, Erect, Salv	43	Ea	\$100.00	\$4,300.00	\$75.00	\$3,225.00	\$51.50	\$2,214.50	\$50.00	\$2,150.00
Sign, Type III, Rem	149	Ea	\$25.00	\$3,725.00	\$25.00	\$3,725.00	\$51.50	\$7,673.50	\$50.00	\$7,450.00
Sign, Type IIIA	110	Sft	\$25.00	\$2,750.00	\$22.00	\$2,420.00	\$19.57	\$2,152.70	\$19.00	\$2,090.00
Sign, Type IIIB	32	Sft	\$25.00	\$800.00	\$22.00	\$704.00	\$19.57	\$626.24	\$19.00	\$608.00
TOTAL BID				\$4,340,877.00		\$3,959,595.95		\$4,045,975.96		\$4,421,274.50

TABULATION OF BIDS

OWNER: City of Lapeer
PROJECT: 2026 Street and Parking Lot Improvements Project
JOB NO.: 2400577
DATE: January 21, 2026

			Engineer's Estimate		Champagne & Marx Excavating		Zito Construction Co.	
WORK DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Maintaining Traffic	1	LSUM	\$100,000.00	\$100,000.00	\$188,000.90	\$188,000.90	\$250,000.00	\$250,000.00
Mobilization , 5% Max	1	LSUM	\$207,000.00	\$207,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
Audio-Video Construction Area Survey	1	LSUM	\$5,000.00	\$5,000.00	\$1,475.00	\$1,475.00	\$6,000.00	\$6,000.00
Exploratory Excavation	8	Hr	\$600.00	\$4,800.00	\$990.00	\$7,920.00	\$150.00	\$1,200.00
Curb and Gutter, Rem	4979	Ft	\$10.00	\$49,790.00	\$12.50	\$62,237.50	\$10.00	\$49,790.00
Pavt, Rem , Case 1	3731	Syd	\$12.00	\$44,772.00	\$9.00	\$33,579.00	\$19.00	\$70,889.00
Pavt, Rem , Case 2	645	Syd	\$25.00	\$16,125.00	\$15.50	\$9,997.50	\$20.00	\$12,900.00
Pavt, Rem , Case 3	780	Syd	\$15.00	\$11,700.00	\$12.00	\$9,360.00	\$16.50	\$12,870.00
Sidewalk, Rem	3254	Syd	\$12.00	\$39,048.00	\$14.00	\$45,556.00	\$16.50	\$53,691.00
Curb, Rem	383	Ft	\$15.00	\$5,745.00	\$12.00	\$4,596.00	\$20.00	\$7,660.00
Non Haz Contaminated Material Handling and Disposal	100	Cyd	\$80.00	\$8,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00
Dumpster Enclosure	4	Ea	\$35,000.00	\$140,000.00	\$48,000.00	\$192,000.00	\$38,000.00	\$152,000.00
Site Lighting	1	LSUM	\$340,000.00	\$340,000.00	\$369,373.00	\$369,373.00	\$400,000.00	\$400,000.00
Misc Structures, Rem	1	LSUM	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00
Misc Structures, Rem , Parking Lot	1	LSUM	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$5,500.00	\$5,500.00
Misc Pipe Repr	3	Ea	\$1,000.00	\$3,000.00	\$4,990.00	\$14,970.00	\$5,000.00	\$15,000.00
Earthwork , Parking Lot	1	LSUM	\$50,000.00	\$50,000.00	\$150,000.00	\$150,000.00	\$250,000.00	\$250,000.00
Subgrade Undercutting, Type IV	450	Cyd	\$80.00	\$36,000.00	\$84.00	\$37,800.00	\$112.00	\$50,400.00
Machine Grading	34	Sta	\$4,000.00	\$136,000.00	\$8,400.00	\$285,600.00	\$9,070.00	\$308,380.00
Geotextile, Stabilization	200	Syd	\$6.00	\$1,200.00	\$4.00	\$800.00	\$5.00	\$1,000.00
Soil Erosion and Sedimentation Control	1	LSUM	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00
Aggregate Base, 3 inch	9450	Syd	\$15.00	\$141,750.00	\$10.00	\$94,500.00	\$10.50	\$99,225.00
Aggregate Base, 4 inch	1700	Syd	\$18.00	\$30,600.00	\$15.00	\$25,500.00	\$12.50	\$21,250.00
Aggregate Base, 6 inch	581	Syd	\$18.00	\$10,458.00	\$18.00	\$10,458.00	\$18.00	\$10,458.00
Aggregate Base, 8 inch	6991	Syd	\$20.00	\$139,820.00	\$24.00	\$167,784.00	\$24.00	\$167,784.00
Aggregate Base, 10 inch	3674	Syd	\$25.00	\$91,850.00	\$30.00	\$110,220.00	\$28.00	\$102,872.00
HMA Base Crushing and Shaping	19768	Syd	\$3.00	\$59,304.00	\$5.00	\$98,840.00	\$9.00	\$177,912.00
Cold Milling HMA Surface	860	Syd	\$4.00	\$3,440.00	\$4.50	\$3,870.00	\$11.00	\$9,460.00
Cold Milling HMA Surface , Parking Lot	385	Syd	\$10.00	\$3,850.00	\$4.50	\$1,732.50	\$11.00	\$4,235.00
Hand Patching	84	Ton	\$200.00	\$16,800.00	\$334.00	\$28,056.00	\$330.00	\$27,720.00

TABULATION OF BIDS

			Engineer's Estimate		Champagne & Marx Excavating		Zito Construction Co.	
WORK DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Driveway, HMA	482	Syd	\$60.00	\$28,920.00	\$48.00	\$23,136.00	\$80.00	\$38,560.00
HMA, 3EL	1979	Ton	\$115.00	\$227,585.00	\$94.00	\$186,026.00	\$90.00	\$178,110.00
HMA, 3EL , Parking Lot	1490	Ton	\$130.00	\$193,700.00	\$94.00	\$140,060.00	\$90.00	\$134,100.00
HMA, 4EL	1106	Ton	\$115.00	\$127,190.00	\$97.00	\$107,282.00	\$94.00	\$103,964.00
HMA, 4EL , Parking Lot	1260	Ton	\$130.00	\$163,800.00	\$97.00	\$122,220.00	\$94.00	\$118,440.00
HMA, 5EML	755	Ton	\$120.00	\$90,600.00	\$115.00	\$86,825.00	\$112.00	\$84,560.00
Curb, Conc, Det E2	6	Ft	\$100.00	\$600.00	\$50.00	\$300.00	\$55.00	\$330.00
Curb and Gutter, Conc, Det F2 , Parking Lot	580	Ft	\$35.00	\$20,300.00	\$24.00	\$13,920.00	\$25.00	\$14,500.00
Curb and Gutter, Conc, Det F4	4296	Ft	\$30.00	\$128,880.00	\$26.00	\$111,696.00	\$27.00	\$115,992.00
Curb and Gutter, Conc, Det F4 , Parking Lot	820	Ft	\$50.00	\$41,000.00	\$26.00	\$21,320.00	\$27.00	\$22,140.00
Curb Ramp Opening, Conc	334	Ft	\$35.00	\$11,690.00	\$30.00	\$10,020.00	\$31.00	\$10,354.00
Curb Ramp Opening, Conc , Parking Lot	207	Ft	\$40.00	\$8,280.00	\$30.00	\$6,210.00	\$31.00	\$6,417.00
Curb and Gutter, Conc, Spill	1143	Ft	\$35.00	\$40,005.00	\$26.00	\$29,718.00	\$27.00	\$30,861.00
Curb and Gutter, Conc, Spill , Parking Lot	590	Ft	\$35.00	\$20,650.00	\$26.00	\$15,340.00	\$27.00	\$15,930.00
Detectable Warning Surface	241	Ft	\$80.00	\$19,280.00	\$80.00	\$19,280.00	\$82.00	\$19,762.00
Sidewalk Ramp, Conc, 4 inch	1512	Sft	\$11.00	\$16,632.00	\$9.00	\$13,608.00	\$10.00	\$15,120.00
Sidewalk Ramp, Conc, 6 inch	3499	Sft	\$12.00	\$41,988.00	\$10.00	\$34,990.00	\$11.00	\$38,489.00
Sidewalk Ramp, Conc, 8 inch	540	Sft	\$14.00	\$7,560.00	\$11.00	\$5,940.00	\$12.00	\$6,480.00
Sidewalk, Conc, 4 inch	24396	Sft	\$8.00	\$195,168.00	\$7.00	\$170,772.00	\$7.50	\$182,970.00
Sidewalk, Conc, 6 inch	1939	Sft	\$10.00	\$19,390.00	\$8.00	\$15,512.00	\$9.00	\$17,451.00
Sidewalk, Conc, 8 inch	2099	Sft	\$12.00	\$25,188.00	\$11.00	\$23,089.00	\$11.00	\$23,089.00
Driveway, Reinf Conc, 8 inch	412	Syd	\$110.00	\$45,320.00	\$70.00	\$28,840.00	\$90.00	\$37,080.00
Driveway, Nonreinf Conc, 6 inch	184	Syd	\$75.00	\$13,800.00	\$60.00	\$11,040.00	\$80.00	\$14,720.00
Cement	4	Ton	\$500.00	\$2,000.00	\$300.00	\$1,200.00	\$300.00	\$1,200.00
Curb, Conc, Mountable , Parking Lot	80	Ft	\$50.00	\$4,000.00	\$26.00	\$2,080.00	\$27.00	\$2,160.00
Sidewalk, Conc, 4 inch, Thickened Edge	281	Sft	\$12.00	\$3,372.00	\$16.00	\$4,496.00	\$18.00	\$5,058.00
Sidewalk, Conc, 6 inch, Thickened Edge	35	Sft	\$6.00	\$210.00	\$17.00	\$595.00	\$19.00	\$665.00
Curb and Gutter, Conc, Valley	168	Ft	\$30.00	\$5,040.00	\$26.00	\$4,368.00	\$27.00	\$4,536.00
Sidewalk Expansion Joint Sealing , Parking Lot	1	LSUM	\$24,000.00	\$24,000.00	\$22,500.00	\$22,500.00	\$25,000.00	\$25,000.00
Sidewalk Expansion Joint Sealing , Streets	1	LSUM	\$3,000.00	\$3,000.00	\$48,500.00	\$48,500.00	\$50,000.00	\$50,000.00
Conc Pavt, Nonreinf, 7 inch	110	Syd	\$120.00	\$13,200.00	\$91.00	\$10,010.00	\$90.00	\$9,900.00
Brick Pavers , Remove, Salvage & Restore	111	Sft	\$25.00	\$2,775.00	\$42.00	\$4,662.00	\$32.00	\$3,552.00
Aggregate Surface Cse, 8 inch	7	Syd	\$50.00	\$350.00	\$39.00	\$273.00	\$28.00	\$196.00
Pavement Markings , Parking Lot	1	LSUM	\$13,200.00	\$13,200.00	\$7,500.00	\$7,500.00	\$17,000.00	\$17,000.00

TABULATION OF BIDS

			Engineer's Estimate		Champagne & Marx Excavating		Zito Construction Co.	
WORK DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Pavt Mrkg, Polyurea, 4 inch, White	192	Ft	\$2.00	\$384.00	\$1.45	\$278.40	\$1.50	\$288.00
Pavt Mrkg, Polyurea, 4 inch, Yellow	3419	Ft	\$2.00	\$6,838.00	\$1.45	\$4,957.55	\$1.50	\$5,128.50
Pavt Mrkg, Polyurea, 4 inch, Blue	134	Ft	\$2.00	\$268.00	\$8.00	\$1,072.00	\$10.00	\$1,340.00
Pavt Mrkg, Polyurea, 6 inch, White	415	Ft	\$2.00	\$830.00	\$1.75	\$726.25	\$2.00	\$830.00
Pavt Mrkg, Polyurea, 24 inch, Stop Bar , Recessed	162	Ft	\$20.00	\$3,240.00	\$20.95	\$3,393.90	\$22.00	\$3,564.00
Pavt Mrkg, Polyurea, 6 inch, Crosswalk , Recessed	253	Ft	\$7.00	\$1,771.00	\$8.50	\$2,150.50	\$9.00	\$2,277.00
Pavt Mrkg, Polyurea, Accessible Sym , Recessed	2	Ea	\$200.00	\$400.00	\$195.00	\$390.00	\$250.00	\$500.00
Pavt Mrkg, Polyurea, 12 inch, Crosswalk , Recessed	556	Ft	\$10.00	\$5,560.00	\$13.00	\$7,228.00	\$15.00	\$8,340.00
Bollard	10	Ea	\$400.00	\$4,000.00	\$500.00	\$5,000.00	\$850.00	\$8,500.00
Turf Establishment , Parking Lot	1	LSUM	\$10,000.00	\$10,000.00	\$17,000.00	\$17,000.00	\$22,500.00	\$22,500.00
Turf Establishment , Streets	1	LSUM	\$50,000.00	\$50,000.00	\$29,750.00	\$29,750.00	\$83,000.00	\$83,000.00
Landscaping , Parking Lot	1	LSUM	\$47,000.00	\$47,000.00	\$25,000.00	\$25,000.00	\$18,375.00	\$18,375.00
Landscaping , Streets	1	LSUM	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00	\$11,500.00	\$11,500.00
Mulch	180	Syd	\$2.50	\$450.00	\$12.50	\$2,250.00	\$16.00	\$2,880.00
Landscaping Stone	113	Syd	\$30.00	\$3,390.00	\$20.00	\$2,260.00	\$25.00	\$2,825.00
Curb Stop and Box, Adj, Case 1	1	Ea	\$300.00	\$300.00	\$585.00	\$585.00	\$350.00	\$350.00
Curb Stop and Box, Adj, Case 1 , with Sleeve	17	Ea	\$400.00	\$6,800.00	\$695.00	\$11,815.00	\$500.00	\$8,500.00
Gate Box, Adj, Case 1	14	Ea	\$750.00	\$10,500.00	\$585.00	\$8,190.00	\$450.00	\$6,300.00
Gate Box, Adj, Case 2	1	Ea	\$300.00	\$300.00	\$300.00	\$300.00	\$200.00	\$200.00
Dr Structure Cover, Adj, Case 1	12	Ea	\$900.00	\$10,800.00	\$770.00	\$9,240.00	\$950.00	\$11,400.00
Dr Structure Cover, Adj, Case 1 , with Collar	16	Ea	\$1,000.00	\$16,000.00	\$1,800.00	\$28,800.00	\$1,500.00	\$24,000.00
Dr Structure Cover, Adj, Case 1 , with WrapidSeal	15	Ea	\$1,500.00	\$22,500.00	\$818.00	\$12,270.00	\$1,350.00	\$20,250.00
Dr Structure Cover, Adj, Case 2	1	Ea	\$750.00	\$750.00	\$475.00	\$475.00	\$650.00	\$650.00
Dr Structure Cover, Adj, Case 2 , with WrapidSeal	2	Ea	\$1,500.00	\$3,000.00	\$545.00	\$1,090.00	\$1,330.00	\$2,660.00
Dr Structure, Adj, Add Depth	12	Ft	\$400.00	\$4,800.00	\$840.00	\$10,080.00	\$400.00	\$4,800.00
Dr Structure Cover, Type B	2	Ea	\$600.00	\$1,200.00	\$1,025.00	\$2,050.00	\$865.00	\$1,730.00
Dr Structure Cover, Type D	2	Ea	\$800.00	\$1,600.00	\$1,225.00	\$2,450.00	\$705.00	\$1,410.00
Dr Structure Cover, Type K	3	Ea	\$800.00	\$2,400.00	\$1,325.00	\$3,975.00	\$1,160.00	\$3,480.00
Dr Structure Cover, Type Q	21	Ea	\$800.00	\$16,800.00	\$1,110.00	\$23,310.00	\$940.00	\$19,740.00
Hydrant, Rem	1	Ea	\$750.00	\$750.00	\$1,895.00	\$1,895.00	\$900.00	\$900.00
Fire Hydrant	7	Ea	\$7,000.00	\$49,000.00	\$10,500.00	\$73,500.00	\$10,900.00	\$76,300.00
Gate Well, Rem	2	Ea	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$750.00	\$1,500.00
Gate Valve and Well, 8 inch	2	Ea	\$7,000.00	\$14,000.00	\$9,000.00	\$18,000.00	\$11,500.00	\$23,000.00
Water Main, Rem	68	Ft	\$50.00	\$3,400.00	\$55.00	\$3,740.00	\$40.00	\$2,720.00

TABULATION OF BIDS

			Engineer's Estimate		Champagne & Marx Excavating		Zito Construction Co.	
WORK DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Water Main, Abandon	1	LSUM	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$10,500.00	\$10,500.00
Water Main, PVC, 8 inch, Tr Det G	2329	Ft	\$105.00	\$244,545.00	\$150.00	\$349,350.00	\$122.00	\$284,138.00
Water Serv, Type K Copper, 1 inch, Tr Det G	334	Ft	\$60.00	\$20,040.00	\$145.00	\$48,430.00	\$74.00	\$24,716.00
Curb Stop and Box, 1 inch	8	Ea	\$650.00	\$5,200.00	\$1,005.00	\$8,040.00	\$900.00	\$7,200.00
Corporation and Tap, 1 inch	29	Ea	\$750.00	\$21,750.00	\$1,165.00	\$33,785.00	\$1,060.00	\$30,740.00
Connect to Existing Water Main	5	Ea	\$5,500.00	\$27,500.00	\$9,000.00	\$45,000.00	\$4,200.00	\$21,000.00
Testing and Disinfection	1	LSUM	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$4,800.00	\$4,800.00
Sanitary Sewer, Rem	100	Ft	\$35.00	\$3,500.00	\$108.00	\$10,800.00	\$42.00	\$4,200.00
Sanitary Sewer Manhole, Rem	4	Ea	\$800.00	\$3,200.00	\$2,800.00	\$11,200.00	\$800.00	\$3,200.00
Sanitary Sewer Manhole, 48 inch dia	2	Ea	\$6,000.00	\$12,000.00	\$7,000.00	\$14,000.00	\$9,400.00	\$18,800.00
Sanitary Sewer Manhole, Tap, 8 inch	1	Ea	\$500.00	\$500.00	\$14,000.00	\$14,000.00	\$750.00	\$750.00
Sanitary Sewer Tap, 8 inch	1	Ea	\$500.00	\$500.00	\$1,355.00	\$1,355.00	\$750.00	\$750.00
Sanitary Sewer Tap, 15 inch	1	Ea	\$500.00	\$500.00	\$2,600.00	\$2,600.00	\$1,200.00	\$1,200.00
Sanitary Sewer Bulkhead, 6 inch or Larger	7	Ea	\$300.00	\$2,100.00	\$635.00	\$4,445.00	\$250.00	\$1,750.00
Sanitary Sewer, PVC, 8 inch, Tr Det B	310	Ft	\$90.00	\$27,900.00	\$160.00	\$49,600.00	\$175.00	\$54,250.00
Sanitary Sewer, PVC, 15 inch, Tr Det B	5	Ft	\$100.00	\$500.00	\$245.00	\$1,225.00	\$200.00	\$1,000.00
Sanitary Sewer Lead, 6 inch, Tr Det B	50	Ft	\$60.00	\$3,000.00	\$135.00	\$6,750.00	\$110.00	\$5,500.00
Sanitary Sewer Lead, 4 inch, Tr Det B	50	Ft	\$55.00	\$2,750.00	\$125.00	\$6,250.00	\$105.00	\$5,250.00
Dr Structure, Rem	26	Ea	\$800.00	\$20,800.00	\$900.00	\$23,400.00	\$750.00	\$19,500.00
Storm Sewer, Rem, Less than 24 inch	804	Ft	\$30.00	\$24,120.00	\$42.00	\$33,768.00	\$32.00	\$25,728.00
Storm Sewer, RCP CI IV, 12 inch, Tr Det B	529	Ft	\$90.00	\$47,610.00	\$140.00	\$74,060.00	\$125.00	\$66,125.00
Storm Sewer, RCP CI IV, 15 inch, Tr Det B	71	Ft	\$125.00	\$8,875.00	\$150.00	\$10,650.00	\$135.00	\$9,585.00
Storm Sewer, RCP CI IV, 18 inch, Tr Det B	36	Ft	\$135.00	\$4,860.00	\$175.00	\$6,300.00	\$160.00	\$5,760.00
Storm Sewer Tap, 4 inch	1	Ea	\$350.00	\$350.00	\$605.00	\$605.00	\$250.00	\$250.00
Storm Sewer Tap, 6 inch	1	Ea	\$500.00	\$500.00	\$650.00	\$650.00	\$350.00	\$350.00
Storm Sewer Tap, 12 inch	3	Ea	\$800.00	\$2,400.00	\$875.00	\$2,625.00	\$600.00	\$1,800.00
Storm Sewer Tap, 18 inch	1	Ea	\$800.00	\$800.00	\$1,165.00	\$1,165.00	\$750.00	\$750.00
Storm Sewer Bulkhead, 6 inch or Larger	9	Ea	\$300.00	\$2,700.00	\$600.00	\$5,400.00	\$350.00	\$3,150.00
Dr Structure, 24 inch dia	16	Ea	\$3,500.00	\$56,000.00	\$4,000.00	\$64,000.00	\$3,400.00	\$54,400.00
Dr Structure, 48 inch dia	12	Ea	\$4,000.00	\$48,000.00	\$4,500.00	\$54,000.00	\$4,550.00	\$54,600.00
Dr Structure, Tap, 6 inch	6	Ea	\$400.00	\$2,400.00	\$585.00	\$3,510.00	\$450.00	\$2,700.00
Dr Structure, Tap, 12 inch	10	Ea	\$750.00	\$7,500.00	\$1,165.00	\$11,650.00	\$750.00	\$7,500.00
Storm Sewer, CI A, 4 inch, Tr Det B	13	Ft	\$50.00	\$650.00	\$175.00	\$2,275.00	\$100.00	\$1,300.00
Storm Sewer Lead, 6 inch, Tr Det B	25	Ft	\$80.00	\$2,000.00	\$180.00	\$4,500.00	\$105.00	\$2,625.00

TABULATION OF BIDS



			Engineer's Estimate		Champagne & Marx Excavating		Zito Construction Co.	
WORK DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Downspout Riser	1	Ea	\$600.00	\$600.00	\$815.00	\$815.00	\$750.00	\$750.00
Underdrain, Subbase, 6 inch	5862	Ft	\$12.00	\$70,344.00	\$26.50	\$155,343.00	\$24.00	\$140,688.00
Post Hole Through Conc for Steel Post	16	Ea	\$150.00	\$2,400.00	\$100.00	\$1,600.00	\$125.00	\$2,000.00
Post, Steel, 3 lb	769	Ft	\$8.00	\$6,152.00	\$9.00	\$6,921.00	\$10.00	\$7,690.00
Sign, Type III, Erect, Salv	43	Ea	\$100.00	\$4,300.00	\$50.00	\$2,150.00	\$55.00	\$2,365.00
Sign, Type III, Rem	149	Ea	\$25.00	\$3,725.00	\$50.00	\$7,450.00	\$55.00	\$8,195.00
Sign, Type IIIA	110	Sft	\$25.00	\$2,750.00	\$19.00	\$2,090.00	\$20.00	\$2,200.00
Sign, Type IIIB	32	Sft	\$25.00	\$800.00	\$19.00	\$608.00	\$20.00	\$640.00
TOTAL BID				\$4,340,877.00		\$5,012,140.00		\$5,177,014.50

Numbers in red have been changed to address math errors on bid as submitted.

**NOTICE OF INTENT RESOLUTION
CAPITAL IMPROVEMENT BONDS**

CITY OF LAPEER
County of Lapeer, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Lapeer, County of Lapeer, State of Michigan, held on February 2, 2026, at 6:30 p.m., prevailing Eastern Time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS, the City of Lapeer, County of Lapeer, State of Michigan (the "City") intends to issue general obligation limited tax bonds (the "Bonds") pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in one or more series, in an aggregate principal amount of not to exceed Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000), for the purpose of paying the costs of acquiring and constructing capital improvements in the City, including, but not limited to, road and parking lot improvements, together with related site work and other associated improvements, appurtenances and attachments thereto (the "Project"); and

WHEREAS, a notice of intent to issue the Bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the City intends at this time to state its intentions to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is authorized and directed to publish a notice of intent to issue bonds in the *County Press*, a newspaper of general circulation in the City.

2. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.

3. The City Commission does hereby determine that the foregoing form of Notice of Intent to Issue Bonds, and the manner of publication directed, is the method best calculated to give notice to the City's electors and taxpayers residing in the boundaries of the City of the City's intent to issue the Bonds, the maximum amount of the Bonds, the purpose of the Bonds, the source of payment for the Bonds and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. The City may incur expenditures for the Project prior to receipt of proceeds of the Bonds and may advance moneys for that purpose from funds available to the City, to be reimbursed from proceeds of the Bonds when available. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) The City reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Project which were paid or will be paid from funds of the City subsequent to sixty (60) days prior to today.
- (b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$3,750,000.
- (c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the Bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Commissioners _____

NAYS: Commissioners _____

RESOLUTION DECLARED ADOPTED.

Romona Sanchez
City Clerk

I hereby certify that the attached is a true and complete copy of a resolution adopted by the City Commission of the City of Lapeer, County of Lapeer, State of Michigan, at a regular meeting held on February 2, 2026, and that public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that minutes of the meeting were kept and will be or have been made available as required by said Act.

Romona Sanchez
City Clerk

EXHIBIT A

NOTICE TO TAXPAYERS AND ELECTORS OF THE CITY OF LAPEER OF INTENT TO ISSUE BONDS AND THE RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the City of Lapeer, County of Lapeer, State of Michigan (the "City"), intends to issue and sell its general obligation capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in one or more series, in an aggregate principal amount of not to exceed Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000), for the purpose of paying the costs of acquiring and constructing capital improvements in the City, including, but not limited to, road and parking lot improvements, together with related site work and other associated improvements, appurtenances and attachments thereto.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON SAID BONDS shall be payable from the general funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations. The City intends on using State-collected taxes returned to the City for major and local roads to pay debt service on the bonds.

BOND DETAILS

SAID BONDS will mature in not more than thirty (30) years from the date of issuance of each series, with interest rates to be determined at a public or negotiated sale but in no event to exceed the maximum permitted by law on the unpaid balance from time to time remaining outstanding on said bonds.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Romona Sanchez
City Clerk
City of Lapeer

45457371.3/050824.00073



January 26, 2026

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

RE: 2026 Street and Parking Lot Improvement Project
Construction Engineering Services

Dear Mr. Womack,

ROWE Professional Services Company is pleased to submit a proposal to provide complete construction engineering services for the above referenced project.

The City of Lapeer is planning to complete major improvements on six blocks of Park Street, three blocks of Pine Street, and all of Parking Lot #9 during the 2026 construction season. Proposed improvements will include:

- Installation of new 8-inch water main on the entire segment of Park Street and one long block of Pine Street (2,300 feet), abandonment of the existing main, and the reconnection or installation of new services on 29 existing homes and businesses.
- Installation of 270 feet of new 8 inch sanitary sewer on the Fox Street corridor.
- Installation of 23 new catch basins with new storm sewer connections.
- Installation of new concrete curb and gutter with asphalt pavements incorporating a new two-way traffic pattern on Park Street, and an enhanced Parking Lot #9 that will have landscaped walkways, decorative street lighting, and dumpster enclosures.
- Installation of all new concrete driveway approaches, and enhanced sidewalk streetscapes on the commercial sections of Park Street and Pine Street.
- Removal of some of the overhead lighting within the parking lot and all of Park Street, to be replaced with decorative lighting matching the current downtown standard.

Bids were opened on January 21, 2026. The low bidder's contract bid price for the entire project is \$3,959,595.95, a 9 percent reduction of the engineer's total cost opinion of \$4,340,000. Water main, sanitary sewer, and soil erosion permits have been applied for, and some are currently pending.

Scope of Service - Construction Administration, Observation, and Testing

ROWE will:

- Provide guidance to city staff related to the securing of easements and assist with project notifications through the course of the project.
- Organize and oversee a pre-construction meeting with the contractor.
- Review all necessary shop drawings and provide the contractor and owner with approved copies.
- Mark removals for the contractor.
- Provide alignment stakes for the proposed water main and grade stakes for proposed structures.
- Provide alignment and grade stakes for the proposed sanitary sewer, storm sewer, and drainage structures.
- Provide alignment and grade stakes for the new curb and gutter, pavement, new sidewalks, accessible ramps, and street light bases.
- Perform on-site construction observation, as needed during start up and close out, and full time while active work is underway. Given the amount of work proposed, and the window of time available to complete the project, we anticipate that there will generally be enough activity on site to warrant two full time observers.
- Create individual water service and sewer service information sheets providing location and depth information for each building's water or sewer service that are modified during construction for future reference.
- Provide limited testing services to ensure compaction of utility trenches. Oversee compaction of the subbase. No testing of the compacted road base, or for materials supplied to the project site, is proposed, other than limited concrete testing. Provide testing for the HMA pavement for main line road paving and parking lot construction.
- Provide engineering direction and oversight as interpretation and direction is needed with respect to the plans and specifications.
- Organize and conduct up to four progress meetings with the contractor and subcontractors as needed during the course of the project.
- Work with the contractor to prepare pay applications for owner approval (five estimated).
- Near the end of the project, perform up to two punch list inspections of the project with city staff to document areas where additional work is needed, and work with the contractor to ensure completion.
- Locate all newly constructed gate valves, manholes, and drainage structures using GPS coordinates, as well as rim and invert grades of all sewer structures, on as-built drawings sheets for future reference.

Compensation

ROWE's budget for construction observation and contract administration is based on the equivalent of a 17-week period where full-time observation is required. The budget as proposed will provide two full time observers when needed, for the equivalent of 32 weeks of construction observation. Our proposed scope of services and budget for providing services for this time frame is as follows:

Construction Staking and As-Built Survey	\$ 42,000
Construction Engineering & Administration (424 hours)	\$ 74,200
Construction Observation (1,932 hours)	\$240,000
Testing	<u>\$ 12,000</u>
	\$368,200

The billing will reflect the actual staff hours required during construction. Based on the distribution of the proposed work, ROWE recommends that this cost be distributed amongst the related city funds as follows:

Major Street Fund	\$125,925
Local Street Fund	\$ 52,650
Water Main Fund	\$ 39,025
Sanitary Sewer Fund	\$ 11,800
Parking Fund	\$138,800

CLARIFICATIONS:

- The project as designed proposes work on multiple private properties, generally for minor grading changes that will enhance the adjacent properties. It is anticipated that the city will be responsible for securing these signed easements from property owners. ROWE can assist to a limited extent by communicating with up to five property owners on an individual basis if additional information or assistance is needed.
- Prior to the removal of the existing DTE Energy owned street light poles, electric meters and connections will have to be removed from three different wood poles. ROWE will provide direction and up to two field meetings to assist city staff in arranging to get this work completed by an independent electrical contractor before the project officially begins.
- ROWE is not equipped to provide electrical system inspections. The proposal includes assistance with locating and grading the 21 street light footings that are proposed, as well as the footing for the electrical control panel. General supervision of wiring work will also be provided. It is anticipated that the city will assist in this area by providing an electrical inspector when needed to ensure all work is completed in compliance with current electrical code.
- The plans proposes the installation of several smaller (five foot square) tree wells that will have new trees installed. The ground surface will be finished with wood mulch as a temporary measure. Rubber landscaping matting options will not be included in this project. ROWE recommends that the city experiment with a rubber matting product in advance of completion of this project so that these new tree wells can potentially be finished with a rubber matting product (at a separate cost) immediately after concrete and landscaping completion.

Mr. Michael Womack, City Manager

January 26, 2026

Page 4

- The budget as provided assumes that the contractor will construct the project as described for in the contract documents, resulting in up to 32 weeks of full time construction observation. Should changes or unexpected difficulties arise during construction, necessitating the need for additional time and effort to get to a state of completion, on the part of both the contractor and ROWE, a contract amendment will be required to cover the additional cost involved.

We appreciate the opportunity to work with you on this project. Once this work has been authorized, a separate contract will be prepared and forwarded to you for signature. If you have any questions, please do not hesitate to contact me at 248-318-1492.

Sincerely,
ROWE Professional Services Company

Paul T. O'Meara, PE
Senior Project Manager

Attachment

R:\Projects\2400577\Docs\Proposal and Contract\CONSTRUCTION SERVICES\Proposal CS 2026 Lapeer Street and Parking Lot 2400577.docx



Memorandum

To: Michael Womack, City Manager
From: Paul T. O'Meara, Senior Project Manager
Date: January 27, 2026
RE: 2026 Street and Parking Lot Improvements Project

As has been discussed, the Park Street, Mason Street, and Parking Lot #9 portions of this project will involve the removal or relocation of some utility poles and guy wires. This work is in addition to the street light removals that DTE Energy is scheduled to perform, as was approved previously.

The reconfiguration of the one-way loop into a more traditional two-way street system will result in relocating parts of both Park Street and Mason Street. While overall, there will be less street pavement than there is today, a portion of Mason Street will be wider (to accommodate two-way traffic for its full length) and a portion of Park Street will be moved south to get the pavement centered in the right-of-way.

The following memo summarizes the work that is planned (or has already occurred) and what needs to be done at this time.

Utility Pole & Guy Wire Removals/Relocations

When utilities are installed in the public rights-of-way, and the owner of the right-of-way (in this case the City of Lapeer) proposes to make improvements to the area that result in a change of use, utility poles or underground facilities can become in conflict with the proposed work. In this case, several poles and guy wires are in conflict with the proposed changes to the pavement. Conflicts of this sort must be removed when requested, at the cost of the utility owner. When facilities are located outside of the right-of-way (such as on the parking lot property), the cost of addressing conflicts is the responsibility of the requesting party. (Modifications to a system that has been installed at the request of the city (such as street lighting) must also be paid for by the city. That is described in more detail below.)

DTE Energy

Utility poles that carry electric power lines are typically owned by the electric utility. Early in the design phase, ROWE identified the following conflicts:

1. Utility pole at the intersection of Mason Street and the Parking Lot #9 alley.
2. Guy wire pole located southwest of the Park Street & Fox Street intersection.
3. Guy wires supporting a pole that go into the ground within Parking Lot #9, behind 231 Nepessing Street.

Referring to the attached plan prepared by DTE Energy, the following helps clarify what will happen in this area:

Pole 1: Pole 1 is installed within the Mason Street right-of-way and is in conflict with the proposed Mason Street reconstruction. The road will be widened to three lanes at this intersection to support northbound traffic (today, all northbound traffic is required to turn into the parking lot/alley entrance driveway). This is an important pole that supports power and communication lines for the area. It also has a streetlight mounted to it. DTE Energy plans to relocate this pole to the west side of Mason Street, designated as Pole 2. Guy wires from the new pole will extend further into the adjacent private property. DTE Energy feels that they already have an easement on this property and can move forward as planned.

Other work related to this relocation includes:

- Pole 3, a guy pole for the current location, will no longer be needed, and can be removed. (This will be beneficial for the proposed construction of the Woodchips building immediately next to this pole.)
- Pole 9, further north on Mason Street, will be removed and replaced with Pole 10. DTE Energy has determined that the angles of the wires being supported in both directions will require a different pivot point, as shown.
- The streetlight on Pole 1 will be relocated to Pole 2, to ensure that the alley intersection with Mason Street will continue to be lit.

Once the new poles are set and electrical lines have been moved, the other communications companies will also have to come to the site and relocate their facilities as well.

Just the cost of the street light relocation is being charged to the city, calculated at \$2,678.57. All other costs will be paid for by DTE Energy.

Pole 5: Pole 5, located in Parking Lot #9, will remain in place. It is supported by guys attached to Pole 6. Pole 6 is in conflict with the relocated Park Street pavement. DTE will install a new pole (Pole 4) a few feet to the south of the current one so that the guy support remains. There is no cost to the city for this work.

Pole 8: Pole 8 is supported by guy wires that extend diagonally into the ground within Parking Lot #9. Pole 8 will remain in place, but the guy wires will be in conflict with future parking spaces if they remain in place. It is relatively simple to relocate the guys to a new pole (Pole 7) within the Park Street right-of-way.

Since these are improvements outside of the right-of-way, the city of Lapeer is being charged this cost, calculated at \$10,287.45.

DTE Energy has prepared the attached agreement to the City of Lapeer. A signature from the city, and payment of a total of **\$12,966.02** is requested in order for DTE Energy to schedule this work. It is recommended that the city proceed with signing and making payment for this work so that the materials can be ordered, and the work can proceed. It is expected that this will be a several month process, so moving forward soon will help ensure that conflicts with this equipment does not result in construction delays or other unanticipated costs.

AT&T & ACD.net

ROWE contacted AT&T about three poles located in the Park Street right-of-way that were in conflict with the new street pavement. It was determined that two of the three were no longer being used by customers in the area, and they have already been removed at no cost. The third pole is supporting equipment by internet provider ACD.net, so it still remains.

ROWE has worked with ACD.net for several months to get its equipment removed from this pole, located on the south side of the Park Street and Fox Street intersection. ACD.net has determined that it can move its "base" for this area to a new pole on Cedar Street, north of Park Street, where an existing AT&T pole is no longer being used. They are currently working to get power to the new location so that the relocation can then proceed, allegedly, within the next few months. The relocation will also allow the abandonment of underground conduit and handholes in the Park Street right-of-way, which will be beneficial to the project and long term for the city.

Once the ACD.net equipment has been moved, the AT&T pole can be removed. **None of these costs are being charged to the city of Lapeer.**

Attachments

R:\Projects\2400577\Docs\Utility\DTE Utility Pole Relocations\DTE Pole Removal Agreements Memo rev.docx



WL 1: 272441-567931
RM: 60 1 PINE 1/1/1974
RM: TOP CUT POLE DECO
RM: DET 612D
RM: STREETLIGHT SWIVEL SPOOL
RM: TRANSFER SERVICE - LARGE
RM: DET 13X33 DBL 96LT
RM: DET 13X33/BG DBL 96LT
RM: 5/16IN DOWN GUY AT
RM: 1 18IN FIBER INS 5/16
RM: 10IN HELIX ANC
RM: ADDTL GUY INS 5/16IN
RM: MULTIPLE MV 400 CM COBRA
RM: OH CODE S46
RM: DET 23273
RM: PC12L
M 400 A4580 -- UNASSIGNED -- L170 -- 201

WL 2: 272393-567891
IN: 60 1 PINE
IN: SSS-DET 282
IN: (2) 5/16IN DOWN GUY AT
IN: (2) 1 18IN FIBER INS 5/16
IN: 10IN HELIX ANC
IN: DET 25A32C
IN: DET 612D
IN: STREETLIGHT SWIVEL SPOOL
IN: TRANSFER SERVICE - LARGE
IN: MULTIPLE LED 130 LT COBRA
IN: OH CODE S46
IN: DET 23273
IN: PCLL
L 130 AGP889 -- 9000 LAPEQ -- L170 -- 701

WL 3: 272480-567893
RM: 35 5 PINE 1/1/1974
RM: CONCRETE-DET 283
RM: BREAK CONCRETE DECO
RM: SPAN GUY 1/4IN 125FT
RM: 1 18IN FIBER INS 1/4
RM: 10IN HELIX ANC

WL 4: 272562-568093
IN: 35 3 CEDAR
IN: SSS-DET 282

WL 5:
IN: SPAN GUY 5/16IN 165FT
IN: 1 18IN FIBER INS 5/16
RM: SPAN GUY 5/16IN 165FT
RM: 1 18IN FIBER INS 5/16

WL 6: 272555-568107
RM: 30 1 PINE 1/1/2003

WL 7: 273088-568402
IN: 35 3 CEDAR
IN: SSS-DET 282

WL 8:
RM: 5/16IN DOWN GUY AT
RM: 1 18IN FIBER INS 5/16
RM: 10IN HELIX ANC
RM: ADDTL GUY INS 5/16IN
IN: SPAN GUY 5/16IN 165FT
IN: 1 18IN FIBER INS 5/16
IN: ADDTL GUY INS 5/16IN

WL 9: 272373-567964
RM: 60 1 PINE 1/1/1959
RM: TOP CUT POLE DECO
RM: DET 13X33 DBL 96HVY
RM: DET 25X36A S 96
RM: DET 605C

WL 10: 272342-567954
IN: USE VAC TRUCK TO DIG ONE HOLE
IN: 60 1 PINE
IN: SSS-DET 282
IN: DET 25X36A S 96
IN: TAP 4.8KV
IN: DET 25X33A S 96
IN: TAP 4.8KV
IN: DET 605C
IN: STREETLIGHT SWIVEL SPOOL
RM: SPAN GUY 1/4IN 255FT
RM: 1 18IN FIBER INS 5/16

**4.8 KV
AREA**

Streetlight Billing Summary				
L170 - LAPEER CITY OF				
9000 LAPEQ	IN	1	*701	
UNASSIGNED	RM	1	*201	
Created on: 11/20/2025 8:31:39 AM				

**JOB SCOPE POLE RELOCATION
CITY LAPEER ROAD WIDENING PROJECT**

LEGEND

- EXISTING DECO POLE
- PROPOSED POLE
- FOREIGN POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- TREE
- 120/240 V LINE
- 4.8 KV LINE
- 13.2 KV LINE
- 40 KV LINE

CONSTRUCTION NOTES

- BUILT AS DESIGNED
- SEE NOTED CHANGES FROM DESIGN SKETCH

NAME-ID#

DATE:

CREW LEADER SIGNATURE:

DTE Electric - Distribution Engineering and Planning									
Service Planner					Work Order Description				
Lee, Linda K					OH RELO PARK & MASON . LAPEER, MI 48446-2128				
Work Order #		GIS-DSN		COH		CUL		CUG	
Phone		77082755		77082757		77082769		PLC	
734.957.4254		Circuit #1		Circuit #2		PH		SCMAT	
Supervisor		LAPER2312				77082765		77082768	
Christopher B Folden		Service Center		Worksite City		Worksite Twp		County	
Phone		LAP		LAPEER		LPR		Lapeer	
248.832.7114		JU Work to be Performed		JU		RSD			
Planning Engineer		JU Company		Contact		Email		Phone	
		JU Company		Contact		Email		Phone	
Phone		CUE Number		Ver		Plot Date		Scale	
		1653784		1		1/13/2026		Town	
								Range	
								07N 10E	
								Section	
								05	
								Qtr	

1100 Clark
Lapeer, MI 48446



Wednesday, December 10, 2025

City of Lapeer
576 Liberty st
Lapeer, MI 48446

Regarding: Park St & Mason St, Lapeer, Lapeer Township

Enclosed are two (2) copies of the Accounts Receivable Agreement for your signature. The payment for this work is \$12,966.02 based on:

Cost to relocate streetlight to new pole at corner Park & Mason - \$2678.57 Cost to relocate the
guy wires from the parking lot southwest of the Park St. and Court St. intersection - \$10,287.45
Total - \$12,966.02 cwo 77082755 cc 77082759

Please return the signed agreement to me with a check made payable to DTE Energy. Keep the "Customer Copy" document for your records. To ensure proper credit, the Agreement number should be indicated on your remitted check. When we receive the signed agreement and your check, we will proceed to schedule the work.

If you have any questions regarding this job, please feel free to contact me at the phone number or e-mail address indicated below.

Sincerely,

Linda K. Lee
Planner

linda.lee@dteenergy.com

enclosures:
Two copies of the Accounts Receivable Agreement

Accounts Receivable Agreement
No. 77082759



"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

"DTE Energy" is:

The DTE Energy Company
1100 Clark
Lapeer, MI 48446

"Customer" is:

City of Lapeer
576 Liberty st
Lapeer, MI 48446

Background Statement: Customer requests DTE Energy to perform the work indicated below in the vicinity of Park St & Mason St, Lapeer . To do this, DTE Energy requires that payment be made in the amount indicated below. Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before performing this work.

**DTE Energy and Customer agree to the following terms:
See details of this contract under the Terms and Conditions section**

Payment for the requested work is \$12,966.02.

The type of work to be performed:

Cost to relocate streetlight to new pole at corner Park & Mason - \$2678.57 Cost to relocate the guy wires from the parking lot southwest of the Park St. and Court St. intersection - \$10,287.45 Total - \$12,966.02 cwo 77082755 cc 77082759

In return for the above payment, The DTE Energy Company agrees to perform the requested work, providing all necessary permits and rights-of-way can be secured. This job will not be scheduled until DTE Energy receives payment for the above work.

Notwithstanding anything herein to the contrary, the installation, ownership, and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

DTE Energy:(sign) Christopher B Folden /s/ Title: Supervisor Date: 12-10-2025
Christopher B Folden

Customer:(sign) _____ (print) _____ Date: _____
(sign) _____ (print) _____ Date: _____

Terms and Conditions
Accounts Receivable Agreement

- 1. MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service", Rule C6.2, "Overhead Extension Policy", Rule C6.3, "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
- 2. Description of Work** - DTE Energy or one of its contractors shall install or remove the underground or overhead conductors and any associated overhead or underground equipment required for the request, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.
- 3. Customer Staking Requirements**
 - a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:

a. private electrical lines	i. burial sites of pets
b. sprinkler systems	j. geothermal systems
c. invisible fences	k. private water mains and lines
d. swimming pool hardware	l. solar power equipment
e. septic tanks and fields	m. privately owned gas
f. fiber optic lines	n. propane and petroleum lines
g. security systems	o. any other underground equipment not previously listed.
h. heated sidewalk and driveway equipment	
 - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
 - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
- 4. Total Payment** - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this agreement.
- 5. Termination prior to Commencement of Work** - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
- 6. Failure to Execute Agreement; Changes to Agreement:** If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
- 7. Damages and Limitation on Liability** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage. DTE Energy reserves the right to retain portions of the Refundable Construction Advance to offset such damages.

DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.
- 8. Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
- 9. Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
- 10. Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.

11. Governing Law and Jurisdiction - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

12. Entire Agreement - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:

www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html

and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.

Accounts Receivable Agreement
No. 77082759



"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

"DTE Energy" is:

The DTE Energy Company
1100 Clark
Lapeer, MI 48446

"Customer" is:

City of Lapeer
576 Liberty st
Lapeer, MI 48446

Background Statement: Customer requests DTE Energy to perform the work indicated below in the vicinity of Park St & Mason St, Lapeer . To do this, DTE Energy requires that payment be made in the amount indicated below. Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before performing this work.

**DTE Energy and Customer agree to the following terms:
See details of this contract under the Terms and Conditions section**

Payment for the requested work is \$12,966.02.

The type of work to be performed:

Cost to relocate streetlight to new pole at corner Park & Mason - \$2678.57 Cost to relocate the guy wires from the parking lot southwest of the Park St. and Court St. intersection - \$10,287.45 Total - \$12,966.02 cwo 77082755 cc 77082759

In return for the above payment, The DTE Energy Company agrees to perform the requested work, providing all necessary permits and rights-of-way can be secured. This job will not be scheduled until DTE Energy receives payment for the above work.

Notwithstanding anything herein to the contrary, the installation, ownership, and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

DTE Energy:(sign) Christopher B Folden Title: Supervisor Date: 12-10-2025
Christopher B Folden

Customer:(sign) _____ (print) _____ Date: _____
(sign) _____ (print) _____ Date: _____

Terms and Conditions
Accounts Receivable Agreement

- 1. MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service", Rule C6.2, "Overhead Extension Policy", Rule C6.3, "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
- 2. Description of Work** - DTE Energy or one of its contractors shall install or remove the underground or overhead conductors and any associated overhead or underground equipment required for the request, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.
- 3. Customer Staking Requirements**
 - a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:

a. private electrical lines	i. burial sites of pets
b. sprinkler systems	j. geothermal systems
c. invisible fences	k. private water mains and lines
d. swimming pool hardware	l. solar power equipment
e. septic tanks and fields	m. privately owned gas
f. fiber optic lines	n. propane and petroleum lines
g. security systems	o. any other underground equipment not previously listed.
h. heated sidewalk and driveway equipment	
 - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
 - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
- 4. Total Payment** - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this agreement.
- 5. Termination prior to Commencement of Work** - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
- 6. Failure to Execute Agreement; Changes to Agreement:** If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
- 7. Damages and Limitation on Liability** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage. DTE Energy reserves the right to retain portions of the Refundable Construction Advance to offset such damages.

DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.
- 8. Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
- 9. Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
- 10. Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.

11. Governing Law and Jurisdiction - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

12. Entire Agreement - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:

www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html

and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.

CUSTOMER COPY

BUDGET AMENDMENT
REQUEST FORM

2025/2026

TO: CITY MANAGER

The following budget adjustments are requested. **All Budget adjustments must be whole dollars. Negative numbers should be in parenthesis ().**

ACCOUNT #	ACCOUNT NAME	AMOUNT OF ADJUST. (+/-)
202-000-698.000	Bond proceeds	1,500,000
203-000-698.000	Bond proceeds	630,000
403-000-698.000	Bond proceeds	1,620,000
		<u>3,750,000</u>
202-463-974.000	Land Improvements	1,500,000
203-463-974.000	Land Improvements	630,000
403-721-974.000	Land Improvements	1,620,000
590-555-974.000	Land Improvements	140,000
591-555-974.000	Land Improvements	460,000
		<u>4,350,000</u>

Enter Description: Park, Pine and Parking Lot #9 Project

Fund/Department: Major, Local, Water, Sewer and Capital Improvement

Kelly Hanna, Director of Finance

Department Head Signature

TO: FINANCE DEPARTMENT

- ☐ The above indicated Budget Adjustments are approved by the City
- ☒ The above indicated Budget Adjustments were approved by the City Commission at their _____ Commission meeting. Please make the

Date

City Manager's Signature



ITEM H-1

Meeting Date: February 2, 2026
Department: City Manager
Requestor: Mike Womack-City Manager
Agenda Item: Discussion – SDRK Group, LLC - Appeal.

RECOMMENDATION (motion):

1. Discuss the SDRK Group LLC Appeal process.
2. Motion to set the SDRK Group LLC Appeal hearing date for _____.

AGENDA ITEM INFORMATION:

The City received the renewal application for two of SDRK's marihuana licenses, as part of the City's renewal process, the Clerk felt obligated to deny the renewal of those licenses due to past and ongoing violations of the City's odor control ordinances. Under the City's marihuana ordinance, the licensee may appeal the decision of the Clerk to the City Commission:

Ord. 69-4(H) Procedure for nonrenewal, suspension, or revocation of license. The City Clerk shall notify an applicant or licensee of the reasons for denial of an application for a license or license renewal or for revocation of a license or any adverse decision under this chapter and provide the applicant or licensee with the opportunity to be heard. Any applicant or licensee aggrieved by the denial or revocation of a license or adverse decision under this chapter may appeal to the Lapeer City Commission. Such appeal shall be taken by filing with the City Clerk, within 21 days after notice of the action complained of has been mailed to the applicant or licensee's last known address on the records of the City Clerk, a written statement setting forth fully the grounds for the appeal. The City Clerk shall transmit all written materials received from the applicant or licensee directly to the Lapeer City Commission. The review on appeal of a denial or revocation or adverse action shall be by the Commission pursuant to this chapter. Any decision by the City Commission on an appeal shall be final. The City Clerk and the Lapeer City Commission may engage professional experts to assist with the proceedings under this section.

While no specific procedure is listed within the ordinance, I would advise the Commission to provide both the licensee and the City staff a reasonable opportunity to be heard, both in written format and orally if so desired by either party. Under the Commission's rules and procedures, "A person representing a defined group and speaking on behalf of same shall be allowed up to ten (10) minutes to address the Commission with permission of the presiding officer", and that may be an appropriate way to allow SDRK and the City's staff an opportunity be heard.

Due to concerns about the length of our Regular meetings, two reasonable options exist to accommodate this appeal process. First, the Commission could set a special meeting to only deal with this matter, but that may be difficult to arrange all of the parties as we already have several workshops we're trying to line up. Second, we could do this in two parts, allow SDRK the opportunity to be heard first at one regular meeting and allow the City staff an opportunity to be heard at a second regular meeting at a later date.

While I will defer to the City Attorney about legal process and requirements of the appeal itself, I would indicate that Ord 69-4(I)(1) states that:

- Ord. 69-4
- I. Criteria for nonrenewal, suspension, or revocation of license. In addition to any other reasons set forth in this chapter, the City may refuse to issue a license or grant renewal of the license or suspend or revoke the license for any of the following reasons:
- (1)
- A material violation of any provision of this chapter or other City ordinances.

And that Ord 69-5(A)(4) states:

- Ord 69-5(A)(4)
- Operation of an authorized establishment shall not, either directly or indirectly, cause or create any noise, dust, vibration, glare, fumes, or odors constituting a nuisance and also detectable to the human senses of a reasonable person beyond the boundaries of the property on which the facility is operated.

We also have the issue with SDRK's third license will be up for renewal on or about February 18, 2026.

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



ITEM J-1

To: Mayor and City Commission
Date: February 2, 2026
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, 2027	1 Year		Awaiting Recommendation
Income Tax Board of Review	Vacancy	Dec 1, 2028	3 Year		Awaiting Recommendation
Local Development Finance Authority	Vacancy	Aug 1, 2027	4 Year		Board Recommends Reappointment
Local Officers Compensation Commission	Vacancy	Oct 1, 2030	5 Year		Awaiting Recommendation

COMMISSION APPOINTMENTS

BOARD OR COMMISSION	MEMBER NAME	EXPIRATION	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
Board of Review	Vacancy - Alternate	Jan 1, 2029	3 Year		Awaiting Recommendation
Lapeer Building Authority	Vacancy Vacancy	Jun 1, 2027 Jun 1, 2028	3 Year		Awaiting Recommendation
Prison Liaison Committee	Vacancy	Apr 1, 2026	3 Year		Awaiting Recommendation
Zoning Board of Appeals	Vacancy – Alternate Vacancy – Alternate	Apr 1, 2027 Apr 1, 2028	3 Year 3 Year		Awaiting Recommendation

The following individuals have applied to a Board or Commission:

<u>Name:</u>	<u>Board/Commission:</u>	<u>Date Application Submitted:</u>
--------------	--------------------------	------------------------------------



Downtown Development Authority

January 21, 2026

Welcome to 2026!

The Lapeer Main Street DDA accomplished a lot in 2025 and I'm looking forward to building on that momentum this year. My hope for this year is to have a significant focus on Story Telling. Telling the story of our community, our businesses, and Lapeer Main Street and what we do for the community. A strong emphasis will be on building community and combating apathy. Encouraging a spirit of Coopetition downtown where business owners are working together to promote one another while also lifting up their individual businesses. This year it will be especially important to promote shopping and support local, especially with major construction projects slated for the downtown this year in the northern parking lot and Park Street. I also aim to continue improving communication with the DDA, Downtown Businesses, Community Stakeholders, and the residents of Lapeer.

We're hitting the ground running this year and it is going to be a busy year so it will take all of us working together.

Cheers to 2026

Lapeer Main Street DDA.

- Downtown Development Authority:
 - The DDA's Executive Committee used the time between Christmas and New Year's to freshen up the Lapeer Main Street office in the Lyric Mall. The office has been updated to turn it into a more inviting community space that can serve a larger purpose than just an office. The space got fresh paint, a new layout, new artwork, and new furniture. During the Chocolate Walk on February 7th we will have an open house in the Lapeer Main Street space. Beginning in February my goal is to start hosting a weekly coffee hour in the mornings, inviting the community to join us for a cup of coffee and open conversation about anything related to Historic Downtown Lapeer, the DDA and beyond.
- Michigan Main Street Program/Michigan Downtown Association
 - Michigan Main Street
 1. Thanks to increased board engagement, increased cooperation and partnerships with the City of Lapeer and improved Work Planning, The Lapeer Main Street DDA is an Accredited Main Street Community in 2026. Being an **Accredited Main Street Community** means Lapeer Main Street has met **national standards of excellence** set by Main Street America and is recognized as operating at a high, professional level.
In plain language - It means your downtown program isn't just active, it's effective, accountable, and built to last.
Great job!!
 2. This year's **Lapeer Main Street Board of Directors retreat will take place on Saturday, January 31st in Downtown Farmington at Farmington C0-Work** from 8am to Noon. An email has been sent with details including address.
 1. The Focus of our retreat will be implementation of our Strategic Plan that we completed last year. Reviewing the plan and identifying priorities for this year, next year, etc.
 2. We will also spend some time talking about fund development.

ITEM K-1

3. I've had some conversations with Michigan Main Street regarding our Main Street Service for 2026. We are discussing bringing back Storyteller Phil Eich to do another story blitz for Lapeer, however this time around the focus would be telling the impact of Lapeer Main Street. These stories could be used for marketing and promotion of the entire downtown as well as helping to make the case for fundraising and grant narratives. Once we confirm Phil's availability, we will look at dates and times for the service and identify key stories that we want to highlight.
4. **The Annual Main Street NOW Conference will take place in Tulsa Oklahoma April 13 - 15**
 1. **Cost:**
 - a. Conference Registration = \$499
 - i. MiMain Street will pay for one Registration
 - b. Hotel = $\$834.27 \times 2 = 1668.54$
 - c. Airfare = $\$450 \times 2 = \900
 - d. Per Diem (Meals, etc) = $\$350 \times 2 = \700
 - e. Mileage to Detroit Metro = \$103
 - f. Airport Parking = \$130
 - g. **Total for 1 = \$1867.27**
 - h. **Total for 2 = \$4000.54**
 - ii. We will fly out Sunday Morning and Return Thursday afternoon
 - iii. I will be presenting at The National Conference this year with Leigh Young from Michigan Main Street. Our session will be on "The Magic of Understanding your Assets" and we will be talking about how Lapeer handled the Asset mapping service through Michigan Main Street and Main Street America.
5. Our 2026 IMPACT reports are published and have been emailed. Hard copies will be available at the DDA office.
6. Michigan Main Streets Winter Workshop is scheduled for Thursday, February 26th. This workshop will take place at the MEDC offices in Lansing and will be TED Talk style. I will be presenting an abbreviated version of my "Think Like a Magician For Economic Development" presentation.
7. Michigan Main Street meeting dates are complete and attached to the DDA Packet.
- Michigan Downtown Association
 1. In February I will be joining MDA director Dana Walker and Midwest Strategy Group in Lansing to meeting with state legislators regarding Mi PA57. This is the law that covers DDA and TIFA boards. These meetings will take place on Tuesday January 27th
 2. The MDA's annual advocacy day in Lansing will take place on March 3.
 - i. This is The MDA's annual meetings with legislators to advocate for resources and support of Michigan's downtowns. It's an opportunity to make introductions (especially important this year with new legislators) and an opportunity to talk about issues facing our communities.
 3. The MDA's annual Spring workshop will take place on Wednesday March 4th in East Lansing.

Business Development - Economic Vitality

- Business Recruitment/Retention and Support
 - The Business Development Committee met on December 17th and January 21 and identified key areas of focus for 2026. This includes Fire Prevention and Fire Suppression, Additional Marketing and Promotion campaigns to encourage supporting

ITEM K-1

businesses during parking lot construction and Park Street construction and identify new opportunities for marketing and identifying ways to reach a larger audience.

- One option that is being explored is the cost to install the taps for fire suppression during the parking lot 9 construction project. The City will have the sidewalk area torn up and there could be significant savings if the taps are done at that time.
- I have also been having conversations with the Michigan SBDC to look at additional training opportunities that we can bring to Lapeer both in person and virtually. Some of the topics we are exploring include Market Research and Human Resources.
- Current Empty storefronts and available properties include:
 - b. 18 E. Nepessing St. – City Owned property – Empty, not currently for sale
 - c. 350 N. Court Street – 2nd/3rd Floor office space available
 - d. 606 N. Saginaw Street – multiple units – recently rezoned to allow for retail
 - e. 10 E. Nepessing St. – Previously Flannagan’s
 - f. 324 W. Nepessing Street – Under new ownership
 - g. 306 Genesee St. – In front of Gerlach’s Bowling Center
 - h. 279 N. Court Street – Old Register of Deeds
- a. Businesses Opening
 - i. 240 W. Nepessing St. – Grace and Butter Bakery (Fall opening) They have requested that the DDA does the Ribbon cutting for their grand opening.
 - j. 240 W. Nepessing St. - Serenity Massage and Wellness
- 4. Businesses Moving within the Downtown
 - a. Hall of Frames – Will be relocating to a Nepessing Street Store Front connected to Beyer’s Furniture. Currently this space is utilized by Stones Throw Theater.

Placemaking - Design:

- The placemaking committee continues work on completing the 2025/2026 Vibrancy Grant project. The elements remaining to complete are:
 - Cigarette “voting boxes”
 - Community Painting Mural
 - Bike Racks
 - History Walks and History plaques mounted on buildings to highlight the building history.
- I have been working with See My Legacy to incorporate the History Walk into their online System.
- Hometown Hero banners will launch again on Monday February 2nd. We have added a new option for the banners this year. Participants will have the option of adding a QR code on new banners. These QR codes will link to more information about the honoree. This information could be written, audio, or video format. The stories for the honorees will be hosted on the See My Legacy Platform

Outreach – Organization & Promo and Marketing:

- I look forward to working with the Outreach Committee to establish set meeting dates and times for 2026 with a focus on Fund Development and volunteer engagement for 2026.
- Website Proposal: Civic Clarity has put together a comprehensive website proposal for the DDA. The full proposal is attached to the DDA packet.
 - Their quote is explained on page 22. The year one cost includes launching on their platform and the eNotify add-on service and is \$1,600. Year two and beyond is a \$561 if we purchase a 30,000 eNotify sends bundle. We are not locked into a multi-year contract.
- DDA Online (social media, Website)

ITEM K-1

- Social Media:
 - Facebook
 - Followers = 8179 followers on Facebook
 - 134,733 Views in the last 28 days
 - Engagement = 6174
 - 136 New Followers in the last 28 days
 - 192 Shares
 - Instagram
 - Followers = 1210
 - Views = 578 in the last 28 days
- I received some good suggestions to improve social media reach and interaction from business owners. These include some fun promotional video ideas with business owners, that will help the community get to know our business owners. One idea is based off of the game “Two Truths One Lie” which could create some fun engagement. Other option that I am exploring is ways to do social media take over days where downtown businesses will “take over” our social media pages for the day.

Special Events:

- Planning for 2026 Special Events is underway. Proposed 2026 Special Events include:
 - Chocolate Walk – February 7 – Approved
 - Current Needs: This event will also serve as an open house for the DDA office. We could use 1 or 2 more volunteers to greet guests and talk about the DDA during the event between Noon and 5:00pm.
 - Monday Night Car Cruise
 - Ladies Night Out – Spring and Fall
 - Summer Concert Series
 - Porch Fest
 - Back to the Bricks – Friday August 7th
 - Treat Walk
 - Haunted Lapeer Ghost Tours
 - Christmas Fest
 - Book Festival – I have been approached by a local author who is interested in working with the DDA to put on a Book Festival. He is currently working on a proposal for the event.

Partnerships:

- City of Lapeer - Lot 9 Parking Lot rebuild:
 - The City continues planning for the work to be done to parking lot #9 and park street next year. Currently the project is out for bid and the timeline for work for The Park Street Portion and Lot 9 portion will be somewhat up to the contractor to determine in their bid proposal. The overall timeline still remains between Mid-March to Mid-August.
 - Currently I am working on obtaining sidewalk and street easement agreements signed by property owners in the work area, allowing the City to complete sidewalk, grading, and street repairs on their property within the construction area. This also gives me an opportunity to talk to the property owners and explore their interest in having any kind of fire suppression work done and possible funding options that could be the responsibility of the property owner or done by the DDA whether through an assessment or other means.
 - Of course, one of the big tasks for the DDA will be to focus on marketing that our businesses are open and encouraging the public to support the businesses. It is important that we work on creative promotions, incentives, and messaging that address these challenges. In addition to reminding the public that the businesses are open, we will also be educating business owners, employees, and the community on where there is parking.

ITEM K-1

- Thumb Art Spark – There is a new thumb wide art program out of St. Clair County Community Foundation and being lead locally by the Lapeer County Community Foundation to increase public art in Michigan's Thumb Area by 2027 and concluding with a Thumb wide Art Festival in the Fall of 2027. The program aims to match communities with artists and funding to add public art to downtowns across the region. The Lapeer County Community Foundation has been meeting monthly with Lapeer County DDA directors, Economic agencies and Art organizations to strategize and plan how each community can bring more art to their downtown. **This might be something worth discussing at our Board Retreat and how we could incorporate more public art into our downtown strategy (beyond what we have planned)**
- Community Heart and Soul – There is a core group of volunteers who have been meeting to organize a Community Heart and Soul Program in Lapeer. For those that are not familiar Community Heart and Soul aims at doing a deep dive into what it is that a community really wants to see. It's a program that holds more in-depth discussions with as many people in the community as possible. These are direct conversations with individuals, community groups, service groups, etc. over the course of a year or more. Through these discussions projects are identified that the community wants to see. These potentially could become projects that the DDA explores, the City, or other organizations. The program is meant to be independent of The City and The DDA. This helps create more open conversations and also recognizes that The City and DDA limited resources to manage another program. However, the program complements what we do through Main Street nicely.

Administrative:

- Ms. Bristow is no longer with the DDA. Jill has decided that the time is right to focus on family and spend time as a stay-at-home mom. It's an awesome opportunity for her and I want to thank her for the 5 year's that she worked for the DDA.

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

2026 MEETING DATES

In accordance with the Open Meetings Act, MCL 15.261 et. Seq., notice is hereby given that every meeting of the City Commission, Boards, Authorities and Commissions of the City of Lapeer shall be open to the public. Notice is further given that the following City Commission, Boards, Authorities and Commissions are regular meeting dates for 2026. A public notice of each special or rescheduled meeting will be posted at least 18 hours prior to the time of the meeting.

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

Address of the above locations are as follows:

Commission Chambers City Hall, 576 Liberty Park
City Hall - 2nd Floor
Conference Room City Hall, 576 Liberty Park
Mt. Hope Cemetery 1230 Park Street

Romona Sanchez, CMC, MiPMC3
City Clerk

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



MAT. TRANS.

To: City Commission
Date: February 2, 2026
RE: Material Transmittals

1. Lapeer Housing Commission Meeting Minutes – December 18, 2025.

**CITY OF LAPEER
MINUTES OF A REGULAR
LAPEER HOUSING COMMISSION MEETING
LAPEER RIVERVIEW TOWERS, LLC
December 18, 2025**

A regular meeting of Lapeer Housing Commission/Lapeer Riverview Towers, LLC was held at Lapeer Riverview Towers, 544 N. Saginaw Street, Lapeer, Michigan on Thursday, December 18, 2025 at 4:39 p.m.

Members Present: Chair Jim Mikus, Vice Chair Kerri Roberts, Commissioner Robin Chesnutt, and Commissioners Valarie Miller and Lisa Lie.

Members Absent: None.

Also Present: Executive Director Denise Soldenski, Housing Grant Administrator Shelley Lincoln and Housing Manager Janelle Jackson.

Chair Mikus called the meeting to order at **4:39 p.m.**

MINUTES

It was moved by Commissioner Roberts and supported by Commissioner Lie to approve the minutes of the meeting held on November 20, 2025 as presented.

Yeas: Commissioners Mikus, Roberts, Chestnutt, Miller and Lie.

Nays: None.

Absent: None.

MOTION CARRIED.

PUBLIC COMMENTS

There were no public comments.

MONTHLY FINANCIAL REPORT APPROVAL

It was moved by Commissioner Roberts and supported by Commissioner Chestnutt to approve the Monthly Financial Report as presented.

Yeas: Commissioners Mikus, Roberts, Chestnutt, Miller and Lie.

Nays: None.

Absent: None.

MOTION CARRIED.

MONTHLY BILL APPROVAL

Housing Manager Jackson reviewed additional checks submitted for payment approval.

It was moved by Commissioner Chestnutt and supported by Commissioner Roberts to ratify the monthly bills paid as follows: 1) Riverview Towers LLC Checking; 2) Riverview Towers LLC Reserve for Replacements; 3) Housing Choice Voucher – Monthly Landlord Payments; 4) Housing choice Voucher; and 5) Contractor Payments as presented.

Yeas: Commissioners Mikus, Roberts, Chestnutt, Miller and Lie.

Nays: None.

Absent: None.

MOTION CARRIED.

RIVERVIEW TOWERS

Ms. Jackson notified the commission that a Christmas/Birthday potluck was taking place Saturday, December 20, 2025, hosted by the residents. As a Christmas gift for the residents, each one received a key chain, candy, and a \$10 gift card to Walmart from Riverview management.

COMMISSIONER COMMENTS

There were no commissioner comments.

STAFF REPORTS

Executive Director

Ms. Soldenski notified the commission that the Maintenance Supervisor position is vacant and a job posting is active and applications for consideration are due by January 8, 2026.

It was moved by Commissioner Roberts and supported by Commissioner Chestnutt to update the HCV Administrative Plan for compliance regarding Chapter 3 Denial of Assistance and Chapter 12 Termination of Assistance of the HCV Administrative Plan for compliance with updated HUD policy for the rescission of three former guidance memos regarding the Use of Criminal Reports, effective 12/18/25.

Yeas: Commissioners Mikus, Roberts, Chestnutt, Miller and Lie.

Nays: None.

Absent: None.

MOTION CARRIED.

It was moved by Commissioner Roberts and supported by Commissioner Lie to approve the initial version of 7.1.2026 PHA Annual Plan.

Yeas: Commissioners Mikus, Roberts, Chestnutt, Miller and Lie.

Nays: None.

Absent: None.

MOTION CARRIED.

It was moved by Commissioner Roberts and supported by Commissioner Lie to approve the 6.30.2025 FYE single audit by Anderson, Tackman, PLC.

Yeas: Commissioners Mikus, Roberts, Chestnutt, Miller and Lie.

Nays: None.

Absent: None.

MOTION CARRIED.

ADJOURNMENT

There being no further business, it was the consensus of the commission to adjourn the meeting at 4:53 p.m. **MEETING ADJOURNED.**

Ms. Denise Soldenski, Executive Director

Mr. James Mikus, Chairman