



**AGENDA
CITY OF LAPEER
LAPEER CITY COMMISSION
576 LIBERTY PARK, LAPEER, MI 48446
SEPTEMBER 21, 2026
810-664-5231 * www.ci.lapeer.mi.us**

6:30 P.M. CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF SEPTEMBER 21, 2026, AGENDA

A. MINUTES:

1. Minutes of the Special meeting held August 24, 2026.
2. Minutes of the Regular meeting held September 8, 2026.

B. PUBLIC COMMENTS:

1. Lapeer County Commissioner - Brad Haggadone.

C. CONSENT AGENDA:

1. Special Event: Lapeer County Suicide Prevention Network, Into the Light Walk, September 19, 2026.
2. Special Event: Lapeer DDA, "Haunted" Lapeer Ghost Tours, October 2 & 3, 2026.
3. Special Event: Lapeer DDA, Treat Walk, October 24, 2026.
4. Special Event: Lapeer DDA, Christmas Fest, December 4 & 5, 2026.
5. Special Event: Lapeer DDA, Chocolate Walk, February 6, 2027.

SUGGESTED MOTION:

Approve the Consent Agenda for September 21, 2026.

D. BILL LISTING:

1. Bill Listing for September 21, 2026.

SUGGESTED MOTION: ROLL CALL VOTE.

Approve the Bill Listing for September 21, 2026, in the amount of \$1,206,865.93.

E. PROCLAMATIONS, RECOGNITIONS AND RESOLUTIONS:

F. PUBLIC HEARINGS:

G. ADMINISTRATIVE REPORTS:

1. Genesee Street Bridge Replacement - MDOT Contract #26-5331

SUGGESTED MOTION: ROLL CALL VOTE.

To approve the City entering into Contract No. 26-5331 with the Michigan Department of Transportation for Local Bridge Program funds; adopt the required municipal resolution for the Genesee Street Bridge Replacement Project; and authorize Acting City Manager Jeremy Howe and Director of Public Works Ross Slusher to execute all required documents.

2. DDA Executive Director Employment Contract.

SUGGESTED MOTION: ROLL CALL VOTE.

Approve the Downtown Development Authority (DDA) Executive Director Employment Contract as approved by the DDA Board on August 26, 2026.

H. CITY MANAGER'S REPORT:

1. Various matters.

I. CITY ATTORNEY'S REPORT:

1. FOIA Appeals.

SUGGESTED MOTION: ROLL CALL VOTE.

Enter into Closed Session at the close of the regular meeting to discuss a written legal opinion, as permitted under Section 8(h) of the Open Meetings Act (MCL 15.268(h)).

2. Written Legal Opinion.

SUGGESTED MOTION: ROLL CALL VOTE.

Enter into Closed Session at the close of the regular meeting to discuss a written legal opinion, as permitted under Section 8(h) of the Open Meetings Act (MCL 15.268(h)).

3. Various matters.

J. UNFINISHED BUSINESS:

1. Appointments to Boards and Commissions.
Resignation – LDFA – Donald Dube (term expires August 1, 2027).

a. Mayoral Appointments.

- i. Construction Board of Review – Two (2) Vacancies
Appointment – term to expire July 1, 2028.
- ii. Park Board
Appointment – term to expire April 1, 2028.
Appointment – term to expire April 1, 2029.

b. Commission Appointments.

- i. Zoning Board of Appeals
Appointment – term to expire April 1, 2028.
Appointment – term to expire April 1, 2029
- ii. Zoning Board of Appeals – Alternates
Appointment – term to expire April 1, 2027.
Appointment – term to expire April 1, 2028.

K. DEPARTMENTAL COMMUNICATIONS:

1. Departmental Monthly Reports.

L. PUBLIC COMMENTS:

M. CLOSING COMMENTS:

N. REMINDER OF MEETINGS:

Next City Commission Meeting: **MONDAY, OCTOBER 5, 2026, Regular**

O. REMINDER OF PUBLIC HEARINGS:

ADJOURNMENT

MATERIAL TRANSMITTAL

Notice:

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

**LAPEER CITY COMMISSION
MINUTES OF A SPECIAL MEETING
AUGUST 24, 2026**

A special meeting of the Lapeer City Commission was held August 24, 2026, at the Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan. The meeting was called to order at 4:00 p.m.

ROLL CALL

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

Absent: None.

Also present: Acting City Manager Howe, City Attorney Francis, City Clerk Sanchez.

Mayor Hing led the Pledge of Allegiance.

PUBLIC COMMENTS

Rodney Sanderson-Smith gave an invocation.

Mayor Hing ruled Ken Kopnick out of order for the first time this meeting.

248 2026 08-24 SUSPEND THE RULES AND PROCEDURES OF THE COMMISSION

Moved by Brady. Second by Atwood.

To suspend the rules.

ROLL CALL VOTE:

Ayes: Atwood, Brady.

Nays: Glisman, McCarthy, Petrie.

MOTION FAILED 2-3.

Mayor Hing ruled a woman attempting to give public comment, out of order two times.

249 2026 08-24 SPECIAL LEAVE OF THE RULES AND PROCEDURES OF THE COMMISSION

Moved by Brady. Second by Glisman.

To grant special leave to a resident by the Commission.

ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

Maxine Henderson read comments from others.

Leslie Getz commented on the suggested motions.

Bridgett Griffith commented on being in touch with disability activists.

Gerald Geake commented on City Manager Womack.

Karen Miller commented on behaviors of the Commission.

Bill Sprague commented on actions of the Commission.

Stephen Schwartz commented on actions of the Commission.

Shiela Mallon commented that some people are in over their heads.

250 2026 08-24 SPECIAL LEAVE OF THE RULES AND PROCEDURES OF THE COMMISSION

Moved by Brady. Second by Atwood.

To grant Ken Kopnick special leave by the Commission.

ROLL CALL VOTE:

Ayes: Glisman, McCarthy, Petrie, Atwood.

Nays: Brady.

MOTION CARRIED 4-1.

Ken Kopnick commented on actions by the Commission.

Heidi Helfer commented on actions by the Mayor and Commissioners.

Karen Braschayko commented on actions of the Mayor.

Anne Shenck commented on the City Manager Womack.

Carol Brown thanked Mayor Hing for his integrity.

Geraldine Carson commented on other public comments and City Manager Womack.

City Attorney Francis read a written public comment submitted by Joey Ford.

Mayor Hing read a written public comment submitted by Matt Hart.

DISCIPLINARY DECISION – CITY MANAGER

Stephen Schwartz spoke on behalf of City Manager Womack regarding the mutual release of employment.

Aaron Graves commented on the agreement and provided several different options.

251 2026 08-24 CITY MANAGER - RESIGNATION

Moved by Brady. Second by Atwood.

To accept the settlement, as discussed.

252 2026 08-24 RECESS

Moved by Petrie. Second by McCarthy.

To take a five (5) minute recess.

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

Nays: None.

MOTION CARRIED.

The Commission took a recess at 6:10 p.m. and reconvened the special meeting at 6:16 p.m.

Vote on main motion 251 2026 08-24:

ROLL CALL VOTE:

Ayes: Glisman, McCarthy, Atwood, Brady.

Nays: Petrie.

MOTION CARRIED 4-1.

253 2026 08-24 SETTLEMENT OPTION

Moved by Atwood. Second by Glisman.

To accept settlement option B.

ROLL CALL VOTE:

Ayes: McCarthy, Atwood, Brady, Glisman.

Nays: Petrie.

MOTION CARRIED 4-1.

254 2026 08-24 ACTING CITY MANAGER

Moved by Petrie. Second by Glisman.

To approve Chief Howe as Acting City Manager until we have an interim City Manager.

ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

255 2026 08-24 SEARCH FOR INTERIM CITY MANAGER

Moved by McCarthy. Second by Petrie.

For staff to start the search for an interim City Manager and to include an advertisement in the MML job search section and begin to compile resumes for interview.

ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

CLOSING COMMENTS

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

256 2026 08-24 ADJOURNMENT

Having no further business, the special meeting was adjourned at 6:34 p.m.

Jeremy Hing, Mayor

Romona Sanchez, City Clerk

**LAPEER CITY COMMISSION
MINUTES OF A REGULAR MEETING
SEPTEMBER 8, 2026**

A regular meeting of the Lapeer City Commission was held September 8, 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, Petrie.

Absent: Commissioner McCarthy.

Also present: Acting City Manager Howe, City Attorney Francis, City Clerk Sanchez.

Mayor Hing led the Pledge of Allegiance.

257 2026 09-08 EXCUSE MEMEBER

Moved by Petrie. Second by Glisman.

To excuse Commissioner McCarthy from tonight's meeting.

Ayes: Atwood, Brady, Glisman, Petrie.

Nays: None.

MOTION CARRIED.

258 2026 09-08 AGENDA APPROVAL

Moved by Petrie. Second by Glisman.

Approve the Agenda for September 8, 2026, with the removal of items E-2, G-3, G-4, J-b-i and J-b-ii.

ROLL CALL VOTE:

Ayes: Glisman, Petrie, Hing.

Nays: Atwood, Brady.

Note: The vote was tied, 2-2. Mayor Hing cast the tie-breaking vote in favor of the motion pursuant to the City Charter.

MOTION CARRIED 3-2.

259 2026 09-08 MINUTES

Moved by Petrie. Second by Glisman.

Approve the minutes of the special meeting held August 10, 2026, and the regular meeting August 17, 2026, as presented.

Ayes: Atwood, Brady, Glisman, Petrie.

Nays: None.

MOTION CARRIED.

PUBLIC COMMENTS

Mitchell Rock commented on comments made by Commissioner McCarthy.

Peggy Brotzke commented on community standards.

Alexis Hanks commented on actions of the Commissioners.

Commissioner Brady raised a point of order; members should receive the floor before speaking.
Mayor Hing ruled the point of order not well taken.
Karen Miller commented on Mr. Womack's settlement agreement.

Geraldine Carson commented on Mr. Womack's settlement agreement.

Karen Brashayko commented on the agenda.

Bernadette Treece commented on concerns with possible lawsuits.

Wes Weber commented on the DDA Director's contract.

Heidi Helfer commented on other comments made.

260 2026 09-08 CONSENT AGENDA

Moved by Petrie. Second by Glisman.

Approve the consent agenda for September 8, 2026, with item C-2 being moved to G-3 for further discussion:

1. Special Event: Lapeer Community Schools, Homecoming Parade, Sept. 18, 2026.
3. Special Event: Liquid Craft, LLC, Oktoberfest, Sept. 26, 2026.
4. Special Event: Kiwanis Club of Lapeer, Fantasy Forest, Oct. 10, 2026.

Ayes: Atwood, Brady, Glisman, Petrie.

Nays: None.

MOTION CARRIED.

261 2026 09-08 BILL LISTING

Moved by Glisman. Second by Atwood.

Approve the bill listing for September 8, 2026, in the amount of \$6,174,094.85.

ROLL CALL VOTE.

Ayes: Brady, Glisman, Petrie, Atwood.

Nays: None.

MOTION CARRIED.

PROCLAMATION, RECOGNITIONS AND RESOLUTIONS:

262 2026 09-08 PROCLAMATION – NATIONAL SUICIDE PREVENTION MONTH

Moved by Atwood. Second by Brady.

Adopt the proclamation for Suicide Prevention Month.

CITY OF LAPEER

NATIONAL SUICIDE PREVENTION MONTH

WHEREAS, suicide is a serious public health problem that affects individuals, families, friends, coworkers, and communities across the United States; and

WHEREAS, suicide can have a profound and lasting impact on individuals, families, and communities, and suicide prevention requires awareness, compassion, education, and access to appropriate resources and support; and

WHEREAS, recognizing the warning signs of suicide and encouraging individuals to seek help can save lives; and

WHEREAS, September is recognized nationally as **National Suicide Prevention Month**, providing an opportunity to raise awareness about suicide prevention, reduce stigma surrounding mental health and seeking help, and promoting hope and connection within our communities; and

WHEREAS, the City of Lapeer recognizes the importance of supporting efforts that increase public awareness of suicide prevention resources and encourage individuals who may be experiencing a mental health crisis or thoughts of suicide to seek assistance; and

NOW, THEREFORE, BE IT RESOLVED, that the Lapeer City Commission hereby recognizes suicide as a serious public health problem and expresses its support for the designation of **September as National Suicide Prevention Month**; and

BE IT FURTHER RESOLVED, that the City Commission encourages the residents of the City of Lapeer to promote awareness, compassion, hope, connection, and to support efforts that help prevent suicide and provide assistance to individuals and families affected by suicide.

BE IT FURTHER RESOLVED, that the City Commission encourages residents to learn about available suicide prevention and crisis resources and to seek professional assistance when needed.

Adopted this 8th day of September 2026.

Ayes: Glisman, Petrie, Atwood, Brady.

Nays: None.

MOTION CARRIED.

ADMINISTRATIVE REPORTS:

263 2026 09-08 CONSTRUCTION ENGINEERING CONTRACT AMENDMENT - ROWE

Moved by Glisman. Second by Brady.

To approve ROWE Professional Services Contract Amendment No. 1 for construction engineering services on the W. Park St., Pine St., and parking lot improvements for an amount not to exceed \$13,500, and to authorize the Director of Public Works to sign all necessary documents and approve the budget adjustment as presented.

ROLL CALL VOTE:

Ayes: Petrie, Atwood, Brady, Glisman.

Nays: None.

MOTION CARRIED.

264 2026 09-08 CONSTRUCTION ENGINEERING SERVICES – GENESEE ST. BRIDGE - SPICER GROUP INC.

Moved by Glisman. Second by Atwood.

Approve the contract with Spicer Group Inc. for full construction engineering, inspection and testing services for the Genesee St. Bridge over Farmers Creek, for an amount not to exceed \$299,968 and authorize the Director of Public Works to sign all necessary documents; contingent upon the contract being reviewed and approved of by the City Attorney.

ROLL CALL VOTE:

Ayes: Atwood, Brady, Glisman, Petrie.

Nays: None.

MOTION CARRIED.

265 2026 09-08 SPECIAL EVENT: DDA PORCH FEST

Moved by Glisman. Second by Petrie.

Approve the Special Event: Lapeer Downtown Development Authority, Porch Fest, September 26, 2026.

Ayes: Atwood, Brady, Glisman, Petrie.

Nays: None.

MOTION CARRIED.

CITY MANAGER'S REPORT

Acting City Manager Howe provided a verbal report to the Commission regarding current projects, activities, and operations across various City departments.

CITY ATTORNEY'S REPORT

City Attorney Francis provided the Commission with information regarding the FOIA appeals that have been filed and he outlined the Commission's options for addressing each appeal.

266 2026 09-08 CLOSED SESSION

Moved by Brady. Second by Glisman.

Enter into Closed Session to discuss a written legal opinion at the close of the regular meeting, as permitted under Section 8(h) of the Open Meetings Act (MCL 15.268(h)).

ROLL CALL VOTE:

Ayes: Atwood, Brady, Glisman, Petrie.

Nays: None.

MOTION CARRIED.

UNFINISHED BUSINESS

267 2026 09-08 RESIGNATION – PARK BOARD

Moved by Glisman. Second by Petrie.

Accept the resignation of Didrik Krogh from the Park Board and declare the seat vacant.

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

Nays: None.

MOTION CARRIED.

268 2026 09-08 RESIGNATION – ZONING BOARD OF APPEALS

Moved by Petrie. Second by Glisman.

Accept the resignation of Anne Shenck from the Zoning Board of Appeals and declare the seat vacant.

Ayes: Glisman, Petrie, Hing.

Nays: Atwood, Brady.

Note: The vote was tied, 2-2. Mayor Hing cast the tie-breaking vote in favor of the motion pursuant to the City Charter.

MOTION CARRIED 3-2.

269 2026 09-08 APPOINTMENT – CONSTRUCTION BOARD OF REVIEW

Moved by Petrie. Second by Glisman.

To confirm the Mayor's appointment of Andrew Johnson to the Construction Board of Review for a term to expire July 1, 2028.

Ayes: Brady, Glisman, Petrie, Atwood.

Nays: None.

MOTION CARRIED.

270 2026 09-08 APPOINTMENT – PLANNING COMMISSION

Moved by Glisman. Second by Petrie.

To confirm the Mayor's appointment of Anne Shenck to the Planning Commission for a term to expire August 1, 2029.

Ayes: Glisman, Petrie, Hing.

Nays: Atwood, Brady.

Note: The vote was tied, 2-2. Mayor Hing cast the tie-breaking vote in favor of the motion pursuant to the City Charter.

MOTION CARRIED 3-2.

DEPARTMENTAL REPORTS

None.

PUBLIC COMMENTS

Mitchell Rock commented on comments made by Commissioner McCarthy.

Ken Kopnick commented on comments made by the Commissioners.

Karen Brashayko commented on actions made by the Commissioners.

Peggy Brotzke commented on the previous public commenter's comments.

Heidi Helfer recommended a book.

Wes Weber commented on HTIF and projects taking place around the city.

CLOSING COMMENTS

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

The Lapeer City Commission convened to a closed session for the purpose of discussing a written legal opinion, as permitted under Section 8 of the Open Meetings Act at 8:54 p.m. and returned to its regular meeting at 9:45 p.m.

271 2026 09-08 EXTENSION – FOIA APPEAL

Moved by Petrie. Second by Glisman.

To issue a 10-business day extension, to respond to the FOIA appeal from Joey Ford and FOIA appeal from Kelly Nolan regarding written notes; and FOIA Appeal from Kelly Nolan regarding Bodman invoices, due to unique circumstances, the full commission not in attendance, and the need for additional time to investigate and respond.

ROLL CALL VOTE:

Ayes: Glisman, Petrie, Atwood.

Nays: Brady.

MOTION CARRIED 3-1.

272 2026 09-08 BODMAN PLC REVIEW OF INVOICES

Moved by Petrie. Second by Glisman.

To have Bodman PLC review the invoices and determine the redactions necessary to preserve attorney-client privilege, and to consult with Ms. Hanna regarding available funds to pay the associated fees.

Ayes: Petrie, Glisman, Hing.

Nays: Atwood, Brady.

Note: The vote was tied, 2-2. Mayor Hing cast the tie-breaking vote in favor of the motion pursuant to the City Charter.

MOTION CARRIED 3-2.

273 2026 09-08 ADJOURNMENT

Having no further business, the regular meeting was adjourned at 9:55 p.m.

Jeremy Hing, Mayor

Romona Sanchez, City Clerk



ITEM C-1

Meeting Date: September 21, 2026
Department: Police Department
Requestor: Chief Jeremy Howe
Agenda Item: Into the Light Walk 2026

RECOMMENDATION (motion):

Approve as presented.

AGENDA ITEM INFORMATION:

We received a request from the Lapeer County Suicide Prevention Network to hold a walk at Rowden Park on Sept 19th from 9:00 a.m. to 4 p.m. The purpose of the event is to bring suicide awareness and prevention. There will be music, food and guest speakers. The expected attendance will be approximately 250-400 people. The coordinator for the event is Stephanie Rudow. This is an annual event.

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

City of Lapeer

SPECIAL EVENT APPLICATION (SEA)



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

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

Sponsoring Organization
(Legal Name) Lapeer County Suicide Prevention Network Phone # 810-245-6217

Address 1570 Suncrest Drive Lapeer, MI 48446

Organization Event
Coordinator/Contact Stephanie Rudow Phone # 810-245-6217

Event Coordinator/
Contact Address 1570 Suncrest Drive Lapeer, MI 48446

Coordinator/Contact Email srudow@lapeercmh.org

Event Name 7th Annual Into the Light Suicide Awareness Walk

Purpose of Event Raise awareness, provide resources, honor those lost to suicide

Event Location Rowden Park Pavilion Have you reserved your park/pavilion? ☒ Yes / ☐ No *If yes, provide copy of reservation form with this application, if no and planning a park event, reservations need to be made.**

Date of Event 9/19/2026 Event Time 9am-4pm

of Event Organizational Team 10 # of Expected Attendees: 300

Describe the activities
taking place at your event:

Walk, vendor tables, food, DJ/MC

Please check what will be part of your event:

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

**Please list here what type of music (DJ/Band/Individual singers, etc.) and/or list animals: DJ/MC to run event and play guitar/sing

**See Rules and Regulations*

Please check what you request the City to supply:

FOR OFFICE USE ONLY:

SPECIAL EVENT REVIEW COMMITTEE APPROVALS

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

☒	Picnic Tables Qty:	☒	Electricity Turned on/off On	☐	Other:	
☒	Trash Containers Qty:	☐	Road Crossing Guards Qty:			
☐	Road Closures List:					

Please attach a letter indicating all requests of City services if something other than above.

Please check what type of event is this:

A description of the type of event can be found on page 4, B.1-5.

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

INDEMNIFICATION AGREEMENT

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

Signature: Stephane Ruel Date: 9/14/2026

Witness: _____ Date: _____

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

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

Normal Event Schedule
(e.g., third weekend in July): 3rd Saturday in September

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

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

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

Rowden Park

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

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

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

9/14/26

Date


Signature of Sponsoring Organization's Agent

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

Be sure to include the following with the application:

☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/14/2026

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

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

PRODUCER The Lapeer Agency 145 E. Nepessing St Lapeer, MI 48446	CONTACT NAME: Joy Lumley	FAX (A/C, No): (810)664-1102
	PHONE (A/C, No, Ext): (810)664-2966	E-MAIL ADDRESS: joy@lapeeragency.com
INSURED LAPEER COUNTY SUICIDE PREVENTION NETWORK 1570 SUNCREST DR LAPEER, MI 48446-1154	INSURER(S) AFFORDING COVERAGE	
	INSURER A: West Bend Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 00002011-260914130949

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			C629909	09/19/2026	09/20/2026	EACH OCCURRENCE \$ 300,000
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ EXCLUDED
							PERSONAL & ADV INJURY \$ 300,000
							GENERAL AGGREGATE \$ 600,000
							PRODUCTS - COMP/OP AGG \$ 600,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PROJECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

City of Lapeer 576 Liberty Street LAPEER, MI 48446	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (JOY)

ACORD 25 (2025/12)

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ITEM C-2

Meeting Date: 9/21/2026
Department: Police Department
Requestor: Chief Jeremy Howe
Agenda Item: "Haunted" Lapeer Ghost Tour

RECOMMENDATION (motion):

Approve as presented.

AGENDA ITEM INFORMATION:

Lapeer Main Street DDA is proposing a special event to be called, "Haunted" Lapeer Ghost Tours. The event would take place on October 2nd and 3rd. October 2nd from 4 pm – 9:00 p.m. and October 3rd from noon – 9:00 p.m. The location of the event is Nepessing St. between Mason St. and Saginaw St. This event is a fundraiser for the Lapeer Main Street DDA. Participants will be led on a 45-minute tour of the downtown. The tour will highlight locations throughout the downtown area and talk about the building's history; the various uses and reported ghost stories connected to the building and locations. They are expecting 150 participants.

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

City of Lapeer SPECIAL EVENT APPLICATION (SEA)



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

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

Sponsoring Organization
(Legal Name)

Lapeer Main Street DDA

Phone # 810-728-6598

Address

410 W. Nepessing St.

Organization Event
Coordinator/Contact

James Alt

Phone # 810-728-6598

Event Coordinator/
Contact Address

410 W. Nepessing St.

Coordinator/Contact Email

james@lapeerdda.com

Event Name

"Haunted" Lapeer Ghost Tours

Purpose of Event

Enjoy a walk in downtown Lapeer while listening in on spooky tales of the past! This event is fun for all ages. Participants will learn some of Historic Downtown Lapeer's history hear a few spooky tales along the way.

Event Location

Ticket sales for this event will support the Lapeer Main Street DDA

Have you reserved your park/pavilion?

Yes / No

Downtown- Nepessing Street between Mason St. and Saginaw

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

Date of Event

October 2nd & 3rd 2026

Event Time

Friday - 4:00 - 9:00pm
Saturday - Noon - 9pm

of Event

Organizational Team

6

of Expected Attendees:

150

Describe the activities taking place at your event:

This event is a fundraiser for the Lapeer Main Street DDA. Participants will be lead on a 45 minute tour of the downtown. The tour will highlight locations throughout the downtown and talk about the buildings history, it's various uses and reported ghost storie connected to the building or location. Some "true" and some "tall tales"

Please check what will be part of your event:

☐
☐

Music**

Tents

☐
☐

Animals**
(such as a petting zoo)
Wedding

☐
☐

Selling of food*

Selling of drinks*

☐
☐

Posted Signage of Event*
Liquor/Beer or Wine*

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

*See Rules and Regulations

Please check what you request the City to supply:

FOR OFFICE USE ONLY:

SPECIAL EVENT REVIEW COMMITTEE APPROVALS

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

Picnic Tables Qty:	Electricity Turned on/off	Other:
Trash Containers Qty:	Road Crossing Guards Qty:	
Road Closures List:		

Please attach a letter indicating all requests of City services if something other than above.

Please check what type of event is this:

A description of the type of event can be found on page 4, B.1-5.

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

INDEMNIFICATION AGREEMENT

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

Signature: [Signature] Date: 9/3/26

Witness: [Signature] Date: 9/3/26

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

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

Normal Event Schedule

(e.g., third weekend in July): October 1st & 2nd 2027

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

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

[YES] [NO]

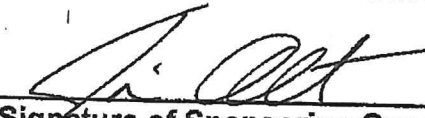
If yes, list the lots or locations where free parking is requested:

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

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

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

9/3/26
Date


Signature of Sponsoring Organization's Agent

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

Be sure to include the following with the application:

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



ITEM C-3

Meeting Date: September 21, 2026
Department: Police Department
Requestor: Chief Jeremy Howe
Agenda Item: Special Event – Treat Walk

RECOMMENDATION (motion):

Approve as presented.

AGENDA ITEM INFORMATION:

We have received a request from the Lapeer Downtown Development Authority to hold their annual downtown treat walk on Saturday, October 24, 2026 from 12:00 PM - 2:00 PM. The purpose of this event is to provide children and parents the opportunity to Trick-or-Treat throughout the downtown business district. This is expected to have 1200 attendees.

This event will not require any assistance from any City Departments.

See PDF File SE Treat Walk 2025.

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

City of Lapeer

SPECIAL EVENT APPLICATION (SEA)



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

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

Sponsoring Organization
(Legal Name)

Lapeer Main Street DDA

Phone #

810-728-6598

Address

410 W. Nepessing

Organization Event
Coordinator/Contact

James Alt

Phone #

810-728-6598

Event Coordinator/
Contact Address

410 W. Nepessing St.

Coordinator/Contact Email

james@lapeerdda.com

Event Name

Treat Walk

Purpose of Event

The annual trick or treating event in Historic Lapeer. The event brings children of all ages to downtown for trick or treating while visiting participating stores and businesses within the DDA district.

Event Location

Downtown - DDA District

Have you
reserved your
park/pavilion?

Yes / No

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

Date of Event

October 24th 2026

Event Time

12:00pm-2:00pm

of Event

Organizational Team

3

of Expected

Attendees:

1200

Describe the activities
taking place at your event:

Residents of Lapeer and the surrounding areas are invited to visit participating businesses in the DDA district for an afternoon of trick or treating. Participating businesses pass out candy, hot chocolate, activities, etc.

Please check what will be part of your event:

☐
☐

Music**

Tents

☐
☐

Animals**
(such as a petting zoo)
Wedding

☐
☐

Selling of food*

Selling of drinks*

☐
☐

Posted Signage of
Event*

Liquor/Beer or Wine*

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

*See Rules and Regulations

Please check what you request the City to supply:

FOR OFFICE USE ONLY:

SPECIAL EVENT REVIEW COMMITTEE APPROVALS

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

	Picnic Tables Qty:		Electricity Turned on/off		Other:	
	Trash Containers Qty:		Road Crossing Guards Qty:			
X	Road Closures List:	Road closed on Nepessing Street between Mason and Saginaw Streets to ensure pedestrian safety				

Please attach a letter indicating all requests of City services if something other than above.

Please check what type of event is this:

A description of the type of event can be found on page 4, B. 1-5.

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

INDEMNIFICATION AGREEMENT

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

Signature: [Signature] Date: 9/3/26

Witness: [Signature] Date: 9/3/26

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

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

Normal Event Schedule

(e.g., third weekend in July): The Saturday before Halloween: October 23rd 2027

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

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

[YES] **[NO]**

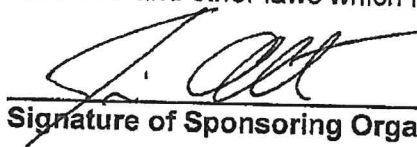
If yes, list the lots or locations where free parking is requested:

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

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

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

9/3/26
Date


Signature of Sponsoring Organization's Agent

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

Be sure to include the following with the application:

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



ITEM C-4

Meeting Date: September 21, 2026
Department: Police Department
Requestor: Chief Jeremy Howe
Agenda Item: Special event – Christmas Fest 2026

RECOMMENDATION (motion):

Approve as presented.

AGENDA ITEM INFORMATION:

We have received a request from the Downtown Development Authority Director James Alt for their annual Winterfest event to be held on two nights; Friday, December 4th from 4 PM to 9PM and on Saturday, December 5th, 2026, during business hours. This event will be held throughout the downtown area of the City of Lapeer. This event does not require assistance from any City of Lapeer department.

See PDF SE Christmas Fest 2026.

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

City of Lapeer SPECIAL EVENT APPLICATION (SEA)



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

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

Sponsoring Organization
(Legal Name) Lapeer Main Street DDA Phone # 810-728-6598

Address 410 W. St Ste 106.

Organization Event
Coordinator/Contact James Alt Phone # 810-728-6598

Event Coordinator/
Contact Address 410 W. Nepessing St.

Coordinator/Contact Email james@lapeerdda.com

Event Name Christmas Fest

Purpose of Event The annual holiday event designed to bring traffic to Historic Lapeer, Celebrate the holidays, boost community pride and increase sales for downtown businesses.

Event Location	<u>Throughout the DDA District</u>	Have you reserved your park/pavilion?	Yes / No
			<i>If yes, provide copy of reservation form with this application. if no and planning a park event, reservations need to be made.*</i>
Date of Event	<u>December 4th & 5th 2026</u>	Event Time	<u>4:00pm-9:00pm of Friday, and all day Saturday (during business hours)</u>

# of Event	<u>8</u>	# of Expected Attendees:	<u>1200</u>
------------	----------	--------------------------	-------------

Describe the activities taking place at your event: Residents of Lapeer and the surrounding areas are invited to visit participating businesses in the DDA district for the annual treat walk, horse carriage rides, hot cocoa, holiday shopping, music and more.

Please check what will be part of your event:

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

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

*See Rules and Regulations

Please check what you request the City to supply:

FOR OFFICE USE ONLY:
SPECIAL EVENT REVIEW COMMITTEE APPROVALS

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

Picnic Tables Qty:	Electricity Turned on/off	Other:
Trash Containers Qty:	Road Crossing Guards Qty:	
Road Closures List:		

Please attach a letter indicating all requests of City services if something other than above.

Please check what type of event is this:

A description of the type of event can be found on page 4, B.1-5.

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

INDEMNIFICATION AGREEMENT

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

Signature: [Signature] Date: 9/3/20

Witness: [Signature] Date: 9/3/20

- ANNUAL EVENT:** Is this event expected to occur next year? **[YES]** [No]
If yes, you may reserve a date for next year with this application. To reserve dates for next year, please provide the following information:

Normal Event Schedule

(e.g., third weekend in July): December 3rd & 4th 2027

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

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

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

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

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

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

9/13/26
Date


Signature of Sponsoring Organization's Agent

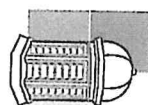
SUBMIT THIS APPLICATION at least 45 calendar days before the first day of the event to the City of Lapeer, City Clerk's Office, 576 Liberty Park, Lapeer MI 48446.

Be sure to include the following with the application:

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



NORTH

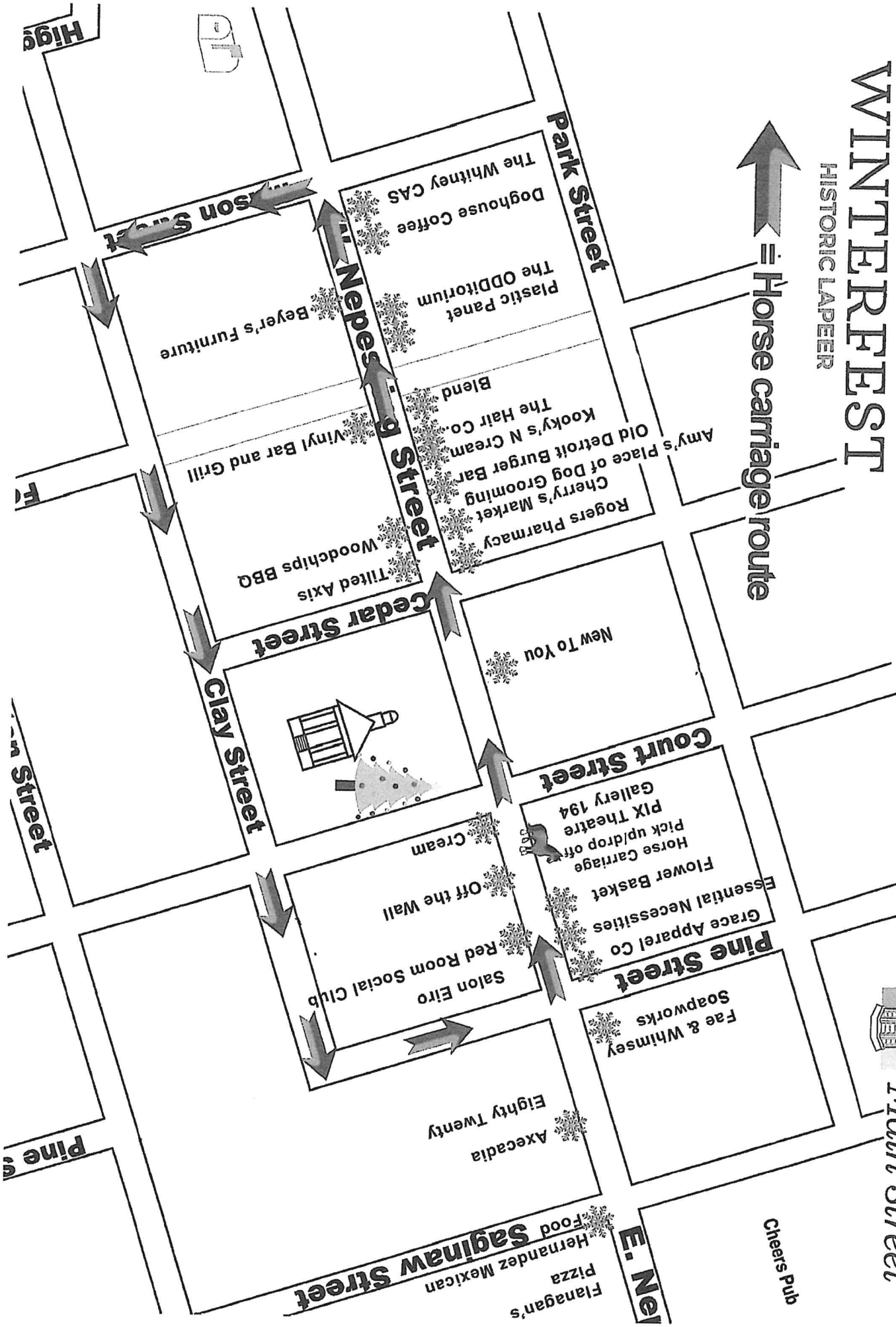


LAPPEER
Main Street

WINTERFEST

HISTORIC LAPPEER

↑ = Horse carriage route





ITEM C-3

Meeting Date: September 21, 2026
Department: Police Department
Requestor: Chief Jeremy Howe
Agenda Item: Chocolate Walk 2027

RECOMMENDATION (motion):

Approve as presented.

AGENDA ITEM INFORMATION:

The Lapeer Downtown Development Authority is hosting a special event called the “Chocolate Walk.” This event is scheduled for February 6th, 2027. The special event is to generate sales downtown at businesses during the winter months when sales are slower. The time of the event is from 12:00 p.m. to 5:00 p.m. The expected number of attendees is 250. There is little city services required for the event.

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

City of Lapeer SPECIAL EVENT APPLICATION (SEA)



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

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

Sponsoring Organization
(Legal Name)

Lapeer Downtown Development Authority Phone # 810-728-6598

Address

410 W. Nepessing St. Ste. 106

Organization Event
Coordinator/Contact

James Alt

Phone # 810-728-6598

Event Coordinator/
Contact Address

410 W. Nepessing St. Ste 106 Lapeer MI 48446

Coordinator/Contact Email

james@lapeerdda.com

Event Name

Chocolate Walk

Purpose of Event

To generate sales at downtown businesses during the winter months when sales tend to be slower

Event Location

Throughout Downtown Lapeer

Have you
reserved your
park/pavilion?

Yes / No

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

Date of Event

February 6th 2027

Event Time

Noon - 5:00pm

of Event

5

Organizational Team

of Expected
Attendees:

250+

Describe the activities

taking place at your event: See Attached:

Please check what will be part of your event:

☒	Music**
☐	Tents

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

☐	Selling of food*
☐	Selling of drinks*

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

Please list here what type of music (DJ/Band/Individual singers, etc.) and/or list animals: **Recorded music through speakers to add ambiance to the downtown shopping atmosphere.

Please check what you request the City to supply:

*See Rules and Regulations

FOR OFFICE USE ONLY:

SPECIAL EVENT REVIEW COMMITTEE APPROVALS

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

emailed 9-8-26

	Picnic Tables Qty:		Electricity Turned on/off		Other:	Electric from street light in front of the Lapeer County Pavilion
X	Trash Containers Qty:		Road Crossing Guards Qty:			
	Road Closures List:	Electricity need at Pocket Park and Pavilion for sound equipment				

Please attach a letter indicating all requests of City services if something other than above.

Please check what type of event is this:

A description of the type of event can be found on page 4, B.1-5.

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

INDEMNIFICATION AGREEMENT

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

Signature: [Signature] Date: 9/3/26

Witness: [Signature] Date: 9/3/26

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

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

Normal Event Schedule

(e.g., third weekend in July): February 5th 2028

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

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

[YES] [NO]

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

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

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

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

9/3/26
Date


Signature of Sponsoring Organization's Agent

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

Be sure to include the following with the application:

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



NORTH



Lafayette Mayor's Office





ITEM D-1

To: Mayor and City Commission
From: Kelly Hanna, Director of Financial Services
Date: September 21, 2026
RE: Bill Listing – August 28, 2026 – September 10, 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 August 28, 2026, through September 10, 2026, in the total amount of **\$1,206,865.93** 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 08/28/2026 - 09/10/2026

Check Date	Check	Vendor Name	Amount
09/10/2026	4170(A)	US BANK TRUST COMPANY, N A	475,020.63
09/10/2026	4150(A)	GREAT LAKES WATER AUTHORITY	180,107.69
09/10/2026	4174(E)	BLUE CROSS & BLUE SHIELD OF MI	87,957.98
09/10/2026	600423	LAPEER TOWNSHIP	71,943.37
09/10/2026	600422	LAPEER CO TREASURER	67,072.27
09/10/2026	4143(A)	ARGENT INSTITUTIONAL TRUST COMPANY	63,112.50
08/28/2026	4142(E)	US BANK	44,418.28
09/10/2026	600427	MAYFIELD TOWNSHIP	34,424.14
09/10/2026	4162(A)	ROWE INC	23,303.75
09/10/2026	600411	ELBA TOWNSHIP	22,494.37
09/10/2026	4157(A)	MICHIGAN MUNICIPAL WORKERS	21,320.00
09/10/2026	600444	VIRTUAL TECHNOLOGIES GROUP LLC	10,123.80
09/03/2026	4141(A)	SERVPRO OF LAPEER	10,034.26
09/10/2026	600406	CORELOGIC CENTRALIZED REFUNDS	8,956.07
09/10/2026	4159(A)	OWEN TREE SERVICE INC	7,440.00
09/10/2026	600413	FIRST PRESBYTERIAN CHURCH	5,250.00
09/10/2026	600414	GILL, RHONDA	5,250.00
09/10/2026	600435	SWAIN, CONNIE	5,250.00
09/10/2026	600434	STEVEN H. SCHWARTZ & ASSOCIATES PLC	5,000.00
09/10/2026	600405	CAPITAL REAL ESTATE TAX SERVICES	4,915.06
09/10/2026	600437	T. P. ISRAEL CO INC	4,380.00
09/10/2026	4172(A)	WATERSOLVE, LLC	3,700.00
09/10/2026	4158(A)	MTECH COMPANY	3,582.51
09/10/2026	4175(E)	CONSUMERS ENERGY	3,570.26
09/10/2026	600425	LERETA LLC	3,498.15
09/10/2026	600428	MGS ELECTRIC INC.	2,344.00
09/10/2026	4144(A)	BIG TEN CLEANING SERVICES LLC	2,250.00
09/10/2026	4151(A)	HYDRO CORP	2,213.12
09/10/2026	4146(A)	EUROFINS ENVIRONMENT TESTING	2,189.00
09/10/2026	4154(A)	MAUK, JODI	1,980.77
09/10/2026	4166(A)	SMITH, SHANNON	1,980.77
09/10/2026	4167(A)	SZOTT FORD	1,518.99
09/10/2026	4176(E)	METROPOLITAN LIFE INSURANCE COMPANY	1,471.63
09/10/2026	600439	TOWN & COUNTRY POOLS, INC	1,361.00
09/10/2026	4145(A)	CORRIGAN OIL II, INC.	1,344.90
09/10/2026	600443	VILLAGE PRINTING	1,218.00
09/10/2026	600399	ACTION MUNICIPAL SUPPLY, LLC	1,108.90
09/10/2026	4168(A)	TAYLOR, SARAH	1,096.15
09/10/2026	4161(A)	RICK RHEIN DISPOSAL	1,090.11
09/10/2026	4156(A)	MICHIGAN AIR SOLUTIONS LLC	988.51
09/10/2026	600420	LAPEER CO CLERK	900.00
09/10/2026	600409	ECKER MECHANICAL CONTRACTORS	643.82
09/10/2026	4160(A)	PARAGON LABORATORIES, INC.	627.40
09/10/2026	4163(A)	S.D. ELECTRICAL CONTRACTING INC.	600.00
09/10/2026	600438	THUMB ALARM SYSTEMS INC	588.53

09/10/2026	600424	LEICA GEOSYSTEMS, INC.	524.80
09/10/2026	600447	WINNINGER FIRE PROTECTION LLC	504.00
09/10/2026	4171(A)	WARREN SYSTEMS INC	391.33
09/10/2026	600441	UNIFIRST CORPORATION	362.54
09/10/2026	4164(A)	SCHONS, NEENA SHARMA	345.00
09/10/2026	4155(A)	MES SERVICE COMPANY, LLC	339.47
09/10/2026	600429	PARKER-ARNTZ PLUMBING & HEATING, IN	300.00
09/10/2026	600446	WATZ FAMILY TRUST NO 1	298.00
09/10/2026	600407	D & D EXCAVATING OF LAPEER, LLC	250.00
09/10/2026	600417	HTH COMMUNICATIONS, LLC	250.00
09/10/2026	4153(A)	MACQUEEN EQUIPMENT, LLC	239.95
09/10/2026	600440	TRW LANDSCAPES LLC	225.00
09/10/2026	4169(A)	THICKS GLASS & ALUMINUM DIST., INC.	220.00
09/10/2026	600404	C & L WARD BROS, CO	200.00
09/10/2026	600412	FINISHED BASEMENTS PLUS	200.00
09/10/2026	600445	WARREN SYSTEMS, INC	200.00
09/10/2026	600432	SHIRLEY'S DRY CLEAN. & ALTERATIONS	186.76
09/10/2026	600430	RAY C'S CYCLE & SPORTS INC	180.00
09/10/2026	4173(A)	WINDER POLICE EQUIPMENT INC	172.40
09/10/2026	4152(A)	LINDE GAS & EQUIPMENT INC	157.38
09/10/2026	600421	LAPEER CO FIREFIGHTERS ASSOC	145.00
09/10/2026	600433	STATE OF MICHIGAN	128.40
09/10/2026	600408	DORNER, LAURA	126.16
09/10/2026	4165(A)	SHORELINE INVESTMENT SERV. INC.	108.95
09/10/2026	600401	ATWOOD, JOSHUA	102.00
09/10/2026	4147(A)	FLINT WELDING SUPPLY CO	101.25
09/10/2026	600442	USA BLUE BOOK	101.02
09/10/2026	600403	BUDGET ELECTRIC LLC	100.00
09/10/2026	600410	ECKER MECHANICAL CONTRACTORS, INC	100.00
09/10/2026	600415	HOLLAND HEATING & COOLING, INC	100.00
09/10/2026	600419	LAKE ORION ROOFING	100.00
09/10/2026	600431	ROGUS, SANDRA	100.00
09/10/2026	600436	T H EIFERT MECHANICAL	100.00
09/10/2026	600426	MARCO TECHNOLOGIES, LLC	95.50
09/10/2026	4148(A)	FLUSHING URGENT CARE PLC	50.00
09/10/2026	4149(A)	GREAT LAKES GROENEVELD LLC	45.38
09/10/2026	600402	BLIND FISH REAL ESTATE HLDGS LLC	45.00
09/10/2026	600418	HUNTERS CREEK MHC	12.95
09/10/2026	600416	HOYT TRUST, ALBERTA I	9.00
09/10/2026	600400	ARNOLD'S AUTO WASH	8.00

			<u>8.00</u>
TOTAL			\$1,206,865.93



ITEM G-1

Meeting Date: September 14, 2026
Department: Public Works
Requestor: Ross Slusher, Director of Public Works
Agenda Item: MDOT Contract # 26-5331

RECOMMENDATION (motion):

To approve the City entering into Contract No. 26-5331 with the Michigan Department of Transportation for Local Bridge Program funds; adopt the required municipal resolution for the Genesee Street Bridge Replacement Project; and authorize Acting City Manager Jeremy Howe and Director of Public Works Ross Slusher to execute all required documents.

AGENDA ITEM INFORMATION:

The City has been awarded MDOT Local Bridge Program funding to rehabilitate the Genesee Street bridge over Farmers Creek (structure #12650). The Michigan Department of Transportation will administer the grant and project. The bridge replacement will include concrete I beams, concrete abutments, curb and gutter, sidewalk, hot mix asphalt paving, and approach work.

MDOT Total Project Cost Summary:

Estimated Project Cost: \$2,422,400
Federal Funds: \$1,937,920
State Local Bridge Fund: \$ 363,360
Balance (City): \$ 121,120

A Certified Resolution (attached) is necessary to specifically name the City officials authorized to sign the contracts.

I recommend approval and request the City enter into Contract #26-5331 with the Michigan Department of Transportation for Local Bridge Program funding for the Genesee Street Bridge Replacement Project. 2026-2027 Capital Improvement Project #22934.

Budgeted Amount:	\$485,000	Funds Requested:	
Funding Source:	MDOT Grant	CIP Project #:	22934
		Budget Amendment Needed:	N/A
# of Bids/Quotes Obtained:	N/A	Budget Amendment Attached:	N/A
Explanation:	This project has not yet gone out for bid.		

RESOLUTION #2026-08
CITY OF LAPEER
MUNICIPAL RESOLUTION
MICHIGAN DEPARTMENT OF TRANSPORTATION
CONTRACT NO: 26-5331
JOB NUMBER: 218988CON

At a regular meeting of the Lapeer City Commission of the City of Lapeer, County of Lapeer, Michigan, held on September 21, 2026, at the Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan, there were:

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

ABSENT: None.

MOVED BY: Commissioner

SECONDED BY: Commissioner

WHEREAS, the Michigan Department of Transportation Contract 26-5331 for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Lapeer, Michigan, of that which is hereinafter referred to as the "Project" is described as follows:

The removal and replacement of the existing structure #12650, with proposed 28-inch prestressed concrete I-beams and cast-in-place concrete abutments with steel H- piles, new structure #14951, which carries Genesee Street over Farmers Creek, Section 5, T07N, R10E, Lapeer Township, Lapeer County, Michigan; including earthwork, aggregate base, drainage, concrete bridge approach, hot mix asphalt approach reconstruction, concrete curb and gutter, sidewalk, guardrail, bridge railing, silane treatment, epoxy overlay, riprap, permanent signing and pavement markings; and all together with necessary related work.

BE IT RESOLVED THAT, the Michigan Department of Transportation Contract #26-5331 for the Genesee Street over Farmers Creek Project as described above between the Michigan Department of Transportation and the City of Lapeer is hereby accepted and Acting City Manager, Jeremy Howe and Director of Public Works, Ross Slusher are hereby authorized to sign all required documents.

AYES:

NAYS:

ABSENT:

MOTION CARRIED. RESOLUTION DECLARED ADOPTED.

CERTIFICATION:

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Lapeer City Commission, County of Lapeer, Michigan at a regular meeting held on September 21, 2026, in compliance with Act No. 267 of the Public Acts of 1967.

Romona Sanchez, CMC
City Clerk, City of Lapeer

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

LOCAL BRIDGE
FEDERAL

CAB

Control Section	EAR 44000
Job Number	218988CON
Project	26A0836
Structure	#12650
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract Number	26-5331

PART 1

THIS CONTRACT, consisting of PART 1 and PART 2 (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF LAPEER, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Lapeer, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "1", dated July 31, 2026, attached hereto and made a part hereof:

The removal and replacement of the existing structure #12650, with proposed 28-inch prestressed concrete I-beams and cast-in-place concrete abutments with steel H- piles, new structure #14951, which carries Genesee Street over Farmers Creek, Section 5, T07N, R10E, Lapeer Township, Lapeer County, Michigan; including earthwork, aggregate base, drainage, concrete bridge approach, hot mix asphalt approach reconstruction, concrete curb and gutter, sidewalk, guardrail, bridge railing, silane treatment, epoxy overlay, riprap, permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal and State law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART 1 and PART 2 refers to the United States Department of Transportation, Federal Highway Administration; and

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

EARMARK

SECTION 144 OF TITLE 23 USC
(HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION PROGRAM)

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Local Bridge Fund pursuant to Section 10(5) of Act 51, Public Acts of 1951, as amended, for the state Local Bridge Program; and

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

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

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.
2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

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

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

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

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the project including advertising and awarding the construction contract for the PROJECT. Such administration shall be in accordance with PART 2 Section 2 of this contract.

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

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

5. The PROJECT COST shall be met in part by Federal Funds and by state Local Bridge Funds. Upon final settlement of costs, Federal Earmark Funds in combination with Federal Bridge Funds will be applied to the eligible items of PROJECT COST with Federal Earmark Funds limited to \$2,000,000 and used first. The state Local Bridge Funds will be applied to the balance of the PROJECT COST, after deduction of Federal Funds, such that the Federal Funds and state Local Bridge Funds shall equal 95 percent of those PROJECT COSTS eligible for participation with such funds. The remaining 5 percent of the eligible items of PROJECT COST, as well as any ineligible items of PROJECT COST, shall be paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds or paid by state Local Bridge Funds will be the sole responsibility of the REQUESTING PARTY.

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

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds and State Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART 2 that are applicable to a Federally funded project.

In the event of any discrepancies between PART 1 and PART 2 of this contract, the provisions of PART 1 shall prevail.

Build America, Buy America Requirements (2 CFR Part 184 and 2 CFR 200.322) and Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

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

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

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

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

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

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

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

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

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

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

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

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

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

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

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

- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

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

CITY OF LAPEER

By
Title:

By
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By
for Department Director MDOT



EXHIBIT 1

July 31, 2026

CONTROL SECTION	EAR 44000
JOB NUMBER	218988CON
PROJECT	26A0836
STRUCTURE	#12650

ESTIMATED COST

CONTRACTED WORK	\$2,422,400
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COST PARTICIPATION

FEDERAL FUNDS	\$1,937,920
STATE LOCAL BRIDGE FUNDS	\$363,360
BALANCE (REQUESTING PARTY'S SHARE)	\$121,120

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

DOT
BUREAU OF DEVELOPMENT
10-03-25

PART 2

STANDARD AGREEMENT PROVISIONS

SECTION 1 COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION 2 PROJECT ADMINISTRATION AND SUPERVISION

SECTION 3 ACCOUNTING AND BILLING

SECTION 4 MAINTENANCE AND OPERATION

SECTION 5 SPECIAL PROGRAM AND PROJECT CONDITIONS

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at Michigan.gov/MDOT-ADA.

10-06-25

SECTION 1
COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements set forth in the sections of Title 2, Title 23, Title 29 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. 23 CFR 172: Procurement, Management, and Administration of Engineering and Design Related Service Contracts
 - b. 23 CFR 635 Subpart A: Contract Procedures
 - c. 29 CFR 97: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2. Construction
 - a. 2 CFR 184: Buy America Preferences for Infrastructure Projects
 - b. 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - c. 23 CFR 140 Subpart E: Administrative Settlement Costs-Contract Claims
 - d. 23 CFR 635 Subpart A: Contract Procedures
 - e. 23 CFR 635 Subpart B: Force Account Construction
 - f. 23 CFR 645 Subpart A: Utility Relocations, Adjustments and Reimbursement
 - g. 23 CFR 645 Subpart B: Accommodation of Utilities
 - h. 23 CFR 655 Subpart F: Traffic Control Devices on Federal-Aid and Other Streets and Highways
 - i. 29 CFR 97 Subpart C: Post Award Requirements
 - 3. Modification or Construction of Railroad Facilities
 - a. 23 CFR 140 Subpart I: Reimbursement for Railroad Work

b. 23 CFR 646 Subpart B: Railroad-Highway Projects

- C. The political subdivisions party to this contract on those Federally funded projects which exceed a total cost of One Hundred Thousand Dollars (\$100,000.00) stipulate the following with respect to their specific jurisdictions:
1. That any facility to be utilized in performance under or to benefit from this contract, unless such contract is exempt under the Clean Air Act, as amended (42 USC 7401 *et seq.*, as amended including Public Law 101-549), and under the Clean Water Act, as amended (33 USC 1251 *et seq.*, as amended, including Public Law 100-4), Executive Order 11738, and regulations in implementation thereof, is not listed on the date of the contract award, on the U.S. Environmental Protection Agency (EPA) Enforcement and Compliance History Online Database or Watch List.
 2. That they each agree to comply with all of the requirements of the Clean Air Act and the Clean Water Act and all regulations and guidelines issued thereunder.
 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT and the U.S. EPA, Assistance Administrator for Enforcement, of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA Enforcement and Compliance History Online Database or Watch List.
 4. That they each agree to include or cause to be included the requirements of the preceding three (3) paragraphs, in every nonexempt contract.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION 2
PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate. Therefore, if such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing to cancel the PROJECT, within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit, if applicable, less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall, as may be required, secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.
- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for

reimbursement shall be in accordance with clearly defined cost criteria such as 48 CFR Part 31, 23 CFR Part 140, 2 CFR 200, as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for preliminary engineering and/or construction engineering inspection and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" 23 CFR 172, which do not require prior approval of the DEPARTMENT or the FHWA.

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

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, The Office of Rail of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of Public Act 299 of 1980, Section 339.2001, as well as in accordance with the provisions of policies of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those

instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION 3 ACCOUNTING AND BILLING

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

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

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

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

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

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

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall:

- a. Respond in writing to the Bureau responsible or the DEPARTMENT indicating whether or not it concurs with the audit report.
- b. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense.
- c. Submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE".

The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no

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

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended.

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

Agencies expending a total of One Million Dollar (\$1,000,000.00) or more in FEDERAL funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The One Million Dollar (\$1,000,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.

Agencies expending less than One Million Dollars (\$1,000,000.00) in FEDERAL funds must submit a letter to the DEPARTMENT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of FEDERAL funds spent, the name(s) of the MDOT federal programs, and the Code of Federal Domestic Assistance (CFDA) grant number(s). This information must be submitted to:

Michigan Department of Transportation
Financial Operations Division Budget,
Outreach and Program Support Section
P. O. Box 30050
Lansing, MI 48909

Agencies must complete their single audits electronically through the Federal Audit Clearinghouse website www.fac.gov.

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

Agencies will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.

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

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

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the requirements described in this section for all subcontracted work.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FHWA Guidelines.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHWA Guidelines and the procedures of the DEPARTMENT.
 - a. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than One Thousand Dollars (\$1,000.00) shall be submitted to the DEPARTMENT unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".
 - b. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

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

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the Michigan Transportation Fund (MTF) and any applicable working capital deposit required by the REQUESTING PARTY. Receipt of progress payments from the REQUESTING PARTY of Federal Funds, State Local Bridge Funds, and Transportation Economic Development Funds will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than One Thousand Dollars (\$1,000.00) will be made unless it is a final billing or combined with other REQUESTING PARTY projects. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit as applicable.
2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefore as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days of notification, the DEPARTMENT, is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
2. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.
3. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in 2 CFR Part 200 requirements.
4. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION 4 MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

- C. On projects involving the mobility of bicyclists, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facilities constructed as the PROJECT except those for maintenance purposes or mobility for persons with disabilities.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION 5
SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information, as may be required, under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- C. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 252-253 as amended, being Title 42 U.S.C. Sections 1981 and 2000d-2000d42 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- D. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C.

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Michigan Department
of Transportation
3971 (02/2026)

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised February 2026

APPENDIX B

TITLE VI ASSURANCE

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

- **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- o withholding payments to the contractor under the contract until the contractor complies; and/or
 - o cancelling, terminating, or suspending a contract, in whole or in part.
- Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant 64 thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

Revised September 2025

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

- Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:
 - o The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:
 - o The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

ITEM G-2

MEMORANDUM

TO: LAPEER CITY COMMISSION

FROM: MINDY SCHWAB, CHAIRPERSON
CITY OF LAPEER DDA

DATE: August 31 , 2026

RE: 2026 DDA EMPLOYMENT CONTRACT

Please find attached a copy of the 2026 City of Lapeer DDA Executive Director Contract approved by the DDA Board on August 26, 2026. The DDA Board is seeking approval from the Lapeer City Commission as to this contract. During the budget process, the DDA Board approved 5% salary increase to \$61,588.80, continue payments of \$977 per month for insurance, three weeks paid time off, and a one-time \$5,200 bonus effective July 1, 2026.

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made effective as of July 1, 2026, by and between the City of Lapeer Downtown Development Authority ("DDA" or "Employer"), a Michigan municipal body corporate organized under the authority of Part 2 of the Recodified Tax Increment Financing Act, MCL 125.4201 et seq., and James Alt, whose address is [REDACTED] ("Employee").

RECITALS

A. Employer is in need of the services of a person possessing the skills and ability required to perform the duties and responsibilities of an Executive Director as described in Exhibit A hereto.

B. Employee, through education and experience, possesses the requisite skills to perform these duties.

C. Employer desires, therefore, to engage the services of Employee as Executive Director under the direction of the DDA's Board of Directors, pursuant to the authority vested in Employer by Chapter 36 of the City of Lapeer's Code of Ordinances and MCL 125.4205.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

SECTION ONE. MUTUAL ASSENT TO EMPLOYMENT

Employer employs, engages, and hires Employee to act as Executive Director of the City of Lapeer Downtown Development Authority, and Employee accepts and agrees to this employment, engagement, and hiring.

SECTION TWO. GOVERNING LAW

This Agreement and the employment of Employee under this Agreement shall be subject to all applicable provisions of the DDA Bylaws, Michigan statutes, and all amendments to such laws, rules, and regulations.

SECTION THREE. DUTIES OF EMPLOYEE

Employee shall perform all duties and functions expected of the position of Executive Director by the laws of the State of Michigan and as described in Exhibit A attached hereto, and such other duties as the DDA Board of Directors from time to time may require of Employee. The Executive Director's employment performance shall be reviewed on an annual basis by the DDA Board of Directors in or about the month of May of each year of employment.

SECTION FOUR.
PLACE OF EMPLOYMENT

The duties required of Employee under this Agreement shall be principally rendered at the DDA offices located at 410 W. Nepessing Street, #106, Lapeer, Michigan 48446, and at such other place or places as Employer shall in good faith require or as the interests and needs of Employer shall require.

SECTION FIVE.
EMPLOYMENT

This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until (i) terminated by the DDA Board, (ii) voluntarily terminated by Employee, or (iii) not renewed by either party, all as set forth below.

SECTION SIX.
TERM AND TERMINATION

A. Initial Term and Extension Term. Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement will be for an initial period of thirty-six (36) months, beginning July 1, 2026 and ending on June 30, 2029 (the "Initial Term").

This Agreement will automatically renew and extend for one additional period of twelve (12) months, through June 30, 2030 (the "Extension Term"), unless either party provides written notice of nonrenewal to the other party not less than sixty (60) days before June 30, 2029. The Agreement will not renew beyond June 30, 2030 unless the parties execute a further written agreement.

For purposes of this Agreement, "Contract Year" means each successive twelve-month period beginning July 1 and ending June 30 during the Initial Term or Extension Term. The first Contract Year begins July 1, 2026, and ends June 30, 2027.

If either party timely elects not to renew this Agreement, Employer shall pay Employee for all earned and unused ~~Vacation, Sick, or other Paid Time Off~~ Paid Time Off ("PTO") in accordance with Section Ten. For purposes of this Agreement, "PTO" means all paid personal, sick, and vacation time provided to Employee under this Agreement. Employee shall not be entitled to any Severance Payment or benefits arising solely from the nonrenewal.

For the avoidance of doubt, the expiration of this Agreement following a timely notice of nonrenewal shall not constitute a termination without cause under subsection C and shall not entitle Employee to the Severance Payment. If Employer terminates Employee's employment without cause before the applicable expiration date, subsection C below shall apply.

B. This Agreement may be terminated by the Board "for cause" at any time. Employer's exercise of its right to terminate Employee under this provision will be without prejudice to any other remedy to which Employer may be entitled at law, in equity, or under any other provision of this Agreement. For purposes of this Agreement, "for cause" will mean any one or more of the following:

1. A good-faith determination by Employer that Employee has committed a material breach of any provision, term, condition, or undertaking contained in this Agreement;

2. Employee's conviction of, or plea of no contest to, a felony under Michigan law or a crime involving moral turpitude;
3. Misconduct, whether during or outside the course of employment, that substantially impairs Employee's ability to function effectively as Executive Director or brings disrepute to the office of Executive Director or the Downtown Development Authority;
4. Gross negligence in the performance of duties, fraud, or embezzlement;
5. Dishonesty, intentional falsification of records or documents, financial improprieties, misuse of position for personal gain, or deliberate misrepresentation of material facts to the DDA Board;
6. Willful neglect or abandonment of employment duties, or inability to complete employment duties;
7. A drug test confirming the use of substances illegal under Michigan law, or intoxication while working;
8. Violation of federal or state law, the City Charter, the City Code of Ordinances, or the DDA Development Plan that would expose the City or DDA to significant civil liability or affect the validity or enforceability of City actions; or
9. Any gross negligence or willful misconduct in the performance of Employee's duties that results in substantial detriment to Employer.

Such actions shall be grounds for Employer to terminate Employee's employment for cause. In such circumstances, Employer shall pay Employee all amounts due for earned and unused PTO as set forth in Section Ten herein, but no other severance amounts or benefits.

C. Executive Director's employment is contractual but may be by Employer without cause at any time for any legal reason or no reason at all, provided Employer pays the Severance Payment described below. Employee may terminate employment only in accordance with subsection D.

If Employer terminates Employee without cause, Employer shall pay Executive Director a severance payment equal to six (6) months of employment, including Employee's then-current base compensation and the monthly payment for Employee's Section 125 Premium Only Plan (the "Severance Payment"), but no other sums. Any discretionary supplemental compensation described in Section Ten is excluded from the Severance Payment calculation.

The Severance Payment shall be paid incrementally over Employer's customary payroll cycles, subject to all applicable taxes and withholdings, and is contingent upon Executive Director tendering a document that unconditionally releases any and all claims against the DDA Board, its directors, officers, employees, agents, attorneys, or assigns, in a form and substance acceptable to the DDA Board.

D. If Employee chooses to terminate this Agreement for any reason, Employee shall provide sixty (60) days' written notice to the Board. During this period, Employee shall continue regular job duties and assist the Board in advertising for and preparing to onboard the new Executive Director. The Board may waive all or any portion of the working-notice period, but any such waiver shall not reduce or eliminate Employee's compensation and benefits during the waived portion of the sixty

(60)-day notice period. If sixty (60) days' notice is given, Employer shall pay all amounts due for earned and unused PTO as set forth in Section Ten herein, but no other severance amounts or benefits. If less than sixty (60) days' notice is given without a waiver by the Board, Employer shall be obligated to pay compensation only for actual work performed, together with payment for all earned and unused PTO as provided in Section Ten.

SECTION SEVEN. INDEMNIFICATION

The DDA shall indemnify Employee to the fullest extent permitted by Michigan law against all judgments, settlement payments, fines, and reasonable costs and expenses (including attorney fees) incurred in connection with the defense of any action, suit, or proceeding brought or threatened in which Employee is involved due to Employee's actions or status as an employee or agent of the DDA. This right shall be in addition to any rights Employee may otherwise have under Michigan law.

SECTION EIGHT. COMPENSATION

Employer shall pay Employee, and Employee shall accept from Employer, in full payment for Employee's services, compensation at the rate of \$61,588.00 per year. The rate shall be subject to annual or other adjustments negotiated by Employer and Employee, as allowed by the DDA budget.

In addition, Employer shall pay Employee \$977.00 per month for payment of Employee's Section 125 Premium Only Plan. If Employee opts out of that plan, this additional compensation shall be discontinued.

The Board shall evaluate the Executive Director's successful performance of the duties listed in Exhibit A on an annual basis. Following the evaluation, the Board shall determine whether to reopen the compensation provisions of this Agreement to negotiate a prospective increase in the Executive Director's base compensation. Any such negotiations may include consideration of merit, changes in the scope or volume of the Executive Director's duties, cost-of-living adjustments, inflation, comparable compensation, and the DDA's financial condition and adopted budget. Neither the annual evaluation nor the reopening of compensation guarantees an increase. Any adjustment must be approved by the Board and memorialized in a written amendment signed by both parties.

SECTION NINE. OTHER EMPLOYMENT

During the term of this Agreement, Employee shall devote full time, best efforts, ability, skill, and attention exclusively to the furtherance of the DDA's best business objectives and interests. Employee may accept limited consulting, entertainment performances, or other compensated business activities without prior disclosure or approval, provided that the activity does not interfere with Employee's duties under this Agreement, involve the use of Employer's time, property, confidential information, or resources, or create an actual or potential conflict of interest, or interfere with the duties of Executive Director.

Before accepting any outside engagement involving a downtown business, a City or DDA vendor, a grant applicant, a property owner within the DDA district, any other person or entity doing or seeking to do business with the City or DDA, or any activity that could reasonably be expected to interfere with or affect Employee's performance of the duties described in this Agreement, Employee shall disclose the proposed engagement in writing to the Chair of the DDA Board and obtain the DDA Board's advance approval.

Employee shall promptly supplement the disclosure if the nature or scope of the outside engagement changes. Employee shall maintain an appropriate work schedule in light of duties requiring meetings and availability on nights and weekends.

SECTION TEN.

PERSONAL TIME OFF AND HOLIDAYS; BEREAVEMENT; DISCRETIONARY SUPPLEMENTAL COMPENSATION

A. Paid Time Off. Employee will be entitled to fifteen (15) business days of ~~paid Personal Time Off each year~~ PTO during each Contract Year, in addition to holidays regularly observed by the City of Lapeer and its employees, unless participation in a DDA-hosted or sponsored event is required.

PTO may not be taken for more than five (5) consecutive business days unless approved in advance by the DDA Board. Employee shall use best efforts to obtain advance approval for the use of PTO. PTO not used by the end of the applicable Contract Year shall expire and shall not carry over to a subsequent Contract Year.

Although PTO is made available in full at the beginning of each Contract Year, PTO shall be deemed earned on a pro rata basis throughout the Contract Year solely for purposes of calculating the amount payable upon separation from employment. Upon Employee's resignation, nonrenewal, termination for cause, or termination without cause, Employer shall pay Employee for earned and unused PTO through the effective date of separation. The payment shall be calculated by prorating the annual PTO allotment through the effective date of separation, subtracting all PTO used during that Contract Year, and multiplying the remaining number of earned PTO days by Employee's then-current regular daily rate of pay.

B. Employee will be entitled to an additional three (3) days of leave time for bereavement in the event of the death of an immediate family member and family illness in accordance with benefits provided by law.

C. Discretionary Supplemental Compensation. Subject to annual appropriation and specific authorization by Employer's Board of Directors, Employee may receive one Discretionary Supplemental Compensation Payment for each twelve-month Contract Year during the Initial Term and Extension Term. The amount and frequency of the Discretionary Supplemental Compensation Payment is at the full discretion of the Employer's Board of Directors. The decision whether to authorize the payment rests solely with the Board and may be based on available budgeted and appropriated funds and may not be based on Employee's performance or any performance formula, target, or metric.

The payment is additional taxable wages only; it is not a retirement-plan contribution, pension benefit, deferred-compensation benefit, or other vested benefit. Authorization or payment for one Contract Year creates no promise, precedent, entitlement, or expectation for any other Contract Year.

Unless the Board expressly authorizes otherwise in writing, Employee must be actively employed by Employer on the payment date, which may be set at the full discretion of the Employer's Board of Directors. If employment ends before that date for any reason, Employee has no right to any unpaid or prorated payment. The payment shall not be included in base compensation or in calculating severance, paid leave, or any other benefit.

SECTION ELEVEN. FACILITIES, SUPPLIES AND ASSISTANCE

Employer shall furnish Employee, at Employer's expense, with office facilities within the DDA work premises suitable for the performance of duties as Executive Director. Employer shall also provide, at its expense, such supplies, equipment, and materials as may be required.

SECTION TWELVE. GENERAL EXPENSES

All reasonable and necessary nonpersonal, job-related out-of-pocket expenses shall be reimbursed upon written presentation to the DDA Board. These may include mileage, travel, duplication costs, postage, and similar items. Employer shall pay mileage in excess of Employee's normal commute at the published IRS rate. Expenses shall be itemized by receipt or other writing, when available.

SECTION THIRTEEN. RETURN OF PROPRIETARY INFORMATION AND PHYSICAL MATERIALS

Upon termination, Executive Director shall return all records, documents, and other written, printed, photographic, electronic, or physical materials that belong or pertain to the DDA, including proprietary information created on its behalf, computer printouts, lists, DDA files, manuals, drawings, plans, blueprints, specifications, calculations, measurements, formulas, billing and financial information, electronically stored data, and all other DDA documents in Executive Director's possession or control. Executive Director shall not retain any copies or extracts.

SECTION FOURTEEN. ARBITRATION

A. Any dispute or claim relating to Employee's employment, this Agreement, or termination of employment (including claims of contract, tort, wrongful termination, violation of law, discrimination, harassment, or retaliation) shall be resolved by private, binding arbitration conducted by the American Arbitration Association ("AAA") before one arbitrator in Lapeer County, Michigan, under the AAA Employment Arbitration Rules then in effect and available at www.adr.org. The arbitrator shall be a Michigan-licensed attorney with at least five (5) years' employment-law experience. This provision applies to all claims asserted by or against Employee, Employer, its affiliates, and their employees, officers, agents, attorneys, owners, and directors.

B. The arbitrator shall permit reasonable discovery, may award all remedies available in a court of competent jurisdiction, and shall issue a written award stating essential findings and conclusions. Judgment may be entered by any court of competent jurisdiction. Arbitration is the exclusive remedy, and each party knowingly and voluntarily waives trial before a judge or jury and redress in another forum, except for charges filed with applicable administrative agencies. After administrative remedies are exhausted, any remaining claim shall be arbitrated to the extent permitted by law.

C. Each party will bear its own fees, expenses, and costs; provided that Employer will pay any portion of AAA or arbitrator fees applicable law requires Employer to pay to make this agreement enforceable, and the arbitrator may award attorney fees and costs where applicable law permits.

D. If any provision of this arbitration agreement is unenforceable, it shall be modified to the extent necessary to make it enforceable or deleted without affecting the remaining provisions. The parties agree to make any modification needed for enforceability. This arbitration agreement shall be construed under the Revised Uniform Arbitration Act.

Any claims arising under state or federal civil-rights statutes must be brought within 180 days after the event giving rise to the claim or be forever barred. Employee waives contrary limitation periods and agrees this provision is fair and reasonable. The prevailing party in a dispute under this Agreement shall be awarded reasonable and necessary attorney fees and costs.

SECTION FIFTEEN. MODIFICATION

A modification or waiver of this Agreement, or any covenant, condition, or provision, is valid only if in writing and signed by both parties. No course of action shall modify or waive any provision unless reduced to a signed writing.

SECTION SIXTEEN. SEVERABILITY

Every provision of this Agreement shall be construed as a separate and independent covenant. If any provision or its application is invalid or unenforceable, the remainder and all other applications will not be affected. Each provision will be enforced to the extent permitted by law, and the parties will negotiate in good faith any amendment necessary to achieve its intent.

SECTION SEVENTEEN. ENTIRE AGREEMENT

This written Agreement embodies the entire agreement between the parties. There are no inducements, promises, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all prior employment agreements or amendments between the DDA and Executive Director.

The parties have executed this Agreement at Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan, effective as of the day and year first written above.

**SECTION EIGHTEEN.
NOTICE AND DELIVERY**

All notices shall be in writing and delivered to the respective mailing addresses of 576 Liberty Park, Lapeer, Michigan 48446, for the DDA Board, and 4706 Pine Street, Columbiaville, Michigan 48421, for Employee. Delivery shall be by first-class U.S. mail, but both parties shall strive to provide actual notice by hand delivery.

By signing below, each party mutually assents to Employer's employment, engagement, and hiring of Employee to act as Executive Director of the City of Lapeer Downtown Development Authority, and Employee accepts and agrees to that employment.

EMPLOYER

EMPLOYEE

Mindy Schwab
Chairperson, City of Lapeer DDA
Date: _____

James Alt
Executive Director, City of Lapeer DDA
Date: _____

EXHIBIT A

CITY OF LAPEER DOWNTOWN DEVELOPMENT AUTHORITY

JOB DESCRIPTION: EXECUTIVE DIRECTOR

1. Communicate regularly with business and property owners within the DDA district.
2. Collaborate with local government regarding DDA matters.
3. Collaborate with local community organizations regarding DDA matters.
4. Advocate for the mission of the DDA.
5. Effectively communicate current goals between DDA committees and the DDA Board of Directors.
6. Develop and organize promotional events and activities, including media and marketing.
7. Use the marketing plan to create a quality image of the DDA as a premier downtown economic-development organization.
8. Develop and implement business-retention, expansion, and recruitment programs within the DDA district.
9. Maintain direct contact with business and property owners to promote business investment.
10. Maintain direct contact with local government to promote business investment.
11. Maintain direct contact with the real-estate community to promote business investment.
12. Compile and maintain an inventory of available downtown space and market information pertinent to business-development and recruitment efforts.
13. Research and apply for economic-development and other grants.
14. Collaborate with the Business Development Committee on retention, expansion, and recruitment of downtown businesses.
15. Possess and employ specialized knowledge, including interpreting local code and zoning ordinances, to assist investors with real-estate projects in the DDA.
16. Assist the Board in developing and prioritizing short- and long-term revitalization strategies within the DDA.
17. Promote DDA goals and objectives at meetings, public hearings, and workshops with the City Commission, governmental agencies, and community organizations.
18. Administer daily DDA operations in accordance with Board-adopted goals and objectives.
19. Allocate and prioritize volunteer, financial, and time-management resources consistent with the Board's highest-priority projects and activities.
20. Develop and maintain a community-outreach program to increase volunteer participation and community support.
21. Train and motivate existing volunteers, recruit new volunteers, and recognize volunteers.
22. Use the DDA Marketing Plan to educate the community and recruit volunteers.
23. Provide guidance and assistance to individual volunteers.

24. Collaborate with all DDA committees and subcommittees.
25. Employ sound fiscal-management policies and practices.
26. With the Executive Committee, prepare the annual budget, proposals, and recommendations for Board consideration and approval.
27. In preparing monthly financial statements, monitor expenses and disbursements against the approved annual budget.
28. Present financial reports and updates regarding the DDA's financial position at each Board meeting.
29. Monitor TIF revenues and communicate changes or pending Tax Tribunal-caused reductions to the Board.
30. Make sound proposals regarding DDA budget allocations and disbursements.
31. Establish and maintain operational systems for the DDA office using computer, telecommunications, and other equipment.
32. Use software to create and maintain office reports, databases, newsletters, and the website.
33. Develop and maintain systems to track DDA progress.
34. Hire, train, and supervise employees, contractors, and professional consultants, and communicate their performance to the Board.
35. Prepare all reports required by local, state, and federal governments and agencies.
36. Schedule and arrange DDA meetings, record and maintain minutes, prepare agendas, and facilitate presentations.
37. Monitor streetscape and downtown-maintenance contracted services and report recommendations as needed.
38. Undertake continuing education regarding current best practices.
39. Perform other related duties and responsibilities as directed by the Board.
40. Prepare, assemble, distribute, and mail the DDA meeting agenda and board packet.
41. Prepare financial information and enter payments and expenses into the BSA accounting system, including remote access to City computer systems, file transfers, transaction entry, and uploading supporting documentation.
42. Mail and distribute checks and other payments.

**CITY OF LAPEER
MINUTES OF A REGULAR MEETING
DOWNTOWN DEVELOPMENT AUTHORITY
LAPEER MAIN STREET MEETING
AUGUST 26, 2026**

A regular meeting of the City of Lapeer Downtown Development Authority and Lapeer Main Street was held at Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan on Wednesday, August 26, 2026, at 8:00 A.M.

Members Present: Chair Mindy Schwab, Vice Chair Tim Roodvoets, Buddy Beyer, Catherine Bostick-Tullius, Tammy Cutcher, Megan Gillingham, Linda Glisman, Chris Herr, Jeremy Hing, Jeff Hogan, and Jason Rogers.

Absent: Adam Perry and Dan Sharkey.

Also Present: Executive Director James Alt, Assistant Director Carlos Quiroga, and Center for the Arts Executive Director Jill Lyons.

Chair Schwab called the meeting to order at 8:00 A.M.

274 2026 08-26 Agenda Approval

Moved by Bostick-Tullius. Supported by Beyer.

To approve the agenda for August 26, 2026, as presented.

Yeas: Members Schwab, Roodvoets, Beyer, Bostick-Tullius, Cutcher, Gillingham, Glisman, Herr, Hing, Hogan, and Rogers.

Nays: None.

Absent: Perry and Sharkey.

MOTION CARRIED.

PUBLIC COMMENTS

There were no public comments.

275 2026 08-26 Consent Agenda

Moved by Roodvoets. Supported by Cutcher.

To approve the Consent Agenda for August 26, 2026, as follows:

1. Minutes of DDA meeting held on July 22, 2026.
2. Treasurer Report and Bill Listing.

Yeas: Members Schwab, Roodvoets, Beyer, Bostick-Tullius, Cutcher, Gillingham, Glisman, Herr, Hing, Hogan, and Rogers.

Nays: None.

Absent: Perry and Sharkey.

MOTION CARRIED.

Executive Director Contract

276 2026 08-26 Executive Director Contract

Moved by Bostick-Tullius. Supported by Beyer.

To approve the DDA Executive Director's Contract with the removal of Jim Alt's personal information.

Discussion was held regarding the DDA Executive Director's Contract. Items of discussion included section ten C. of the contract addressing discretionary supplemental compensation; section fourteen regarding arbitration; section six on term and termination; and the review of the contract by DDA members and the DDA's attorney.

Call the Question

Moved by Roodvoets.

To call the question.

Motion died due to lack of support.

Yeas: Members Schwab, Roodvoets, Beyer, Bostick-Tullius, Cutcher, Gillingham, Glisman, Herr, Hogan, and Rogers.

Nays: Hing.

Absent: Perry and Sharkey.

MOTION CARRIED 10-1.

NEW BUSINESS

There was no new business.

OLD BUSINESS

Tax Increment Reimbursement Agreement

Director Alt and board members reviewed the draft of the Performance-Based Tax Increment Reimbursement Agreement between the Lapeer Downtown Development Authority and Thomas Lamagna Enterprises, Inc., to include updates from the DDA's attorney, discussion on base and capture levels, the projections for the twenty-year payback of the tax increment, and the cap on the reimbursement amount. As required by the MEDC, to set the terms and parameters of the agreement, (the duration of 20 years and the cap amount), a draft Resolution was presented to review for approval.

277 2026 08-26 Lapeer Downtown Development Authority – Tax Increment Reimbursement Agreement – Opera House Redevelopment Project

Moved by Roodvoets. Supported by Bostick-Tullius.

Adopt the Lapeer Downtown Development Authority Resolution approving the General Form and Material Parameters of a Performance-Based Tax Increment Reimbursement Agreement for the Opera House Redevelopment Project with the redaction of the words "the lowest of" under item 2.c. and authorize the chairperson and secretary to sign all necessary documents.

**LAPEER DOWNTOWN DEVELOPMENT AUTHORITY
RESOLUTION NO. 01 of 2026**

**RESOLUTION APPROVING THE GENERAL FORM AND MATERIAL
PARAMETERS OF A PERFORMANCE-BASED TAX INCREMENT
REIMBURSEMENT AGREEMENT FOR THE OPERA HOUSE
REDEVELOPMENT PROJECT**

At a regular or special meeting of the Board of the Lapeer Downtown Development Authority held on August 26th, 2026, at which a quorum was present, the following resolution was offered by Board Member Tim Roodvoets and supported by Board Member Catherine Bostick-Tullius:

WHEREAS, the Lapeer Downtown Development Authority ("DDA") is a public body corporate organized pursuant to Part 2 of the Recodified Tax Increment Financing Act, Public Act 57 of 2018, as amended, MCL 125.4201 et seq.; and

WHEREAS, Thomas LaMagna Enterprises, Inc. ("Developer"), proposes to redevelop the historic Opera House property in downtown Lapeer ("Project"); and

WHEREAS, the proposed Project is anticipated to involve substantial private investment and to include the creation of approximately ten residential units, an event space, historic rehabilitation, fire-suppression and accessibility improvements, code-compliance work, and other improvements benefiting downtown Lapeer; and

WHEREAS, the DDA Board finds that encouraging the redevelopment of underutilized downtown property, preserving historic structures, increasing housing and commercial activity, improving public safety and accessibility, encouraging private investment, and increasing taxable value serve public purposes and advance the objectives of the DOA; and

WHEREAS, the DDA has considered the use of a performance-based reimbursement under which the Developer would first complete the Project and make the required investment, after which the Developer could be reimbursed solely from an approved portion of the Project-Generated Tax Increment Revenue actually and lawfully received and retained by the DDA; and

WHEREAS, the contemplated arrangement would not constitute an upfront grant, would not guarantee any particular taxable value or amount of tax-increment revenue, and would not pledge the general funds, taxing power, full faith and credit, operating revenue, or other unrestricted assets of the DDA or City; and

WHEREAS, the DDA Board desires to approve the general form, structure, and material limitations of a performance-based tax-increment reimbursement agreement while allowing reasonable flexibility to complete negotiations, respond to MEDC requirements, correct property and financial information, and make nonmaterial legal or administrative revisions; and

WHEREAS, the DDA Board does not intend by this Resolution to approve every word of any current draft or to authorize staff to alter the material economic limitations established by this Resolution without further Board approval; and

WHEREAS, any reimbursement extending beyond the duration of the DDA's currently effective Development Plan and Tax Increment Financing Plan must remain expressly contingent upon the lawful continuation, renewal, extension, replacement, or amendment of those plans and the continued lawful capture and receipt of Project-Generated Tax Increment Revenue;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Approval of General Form and Structure. The DDA Board approves the general form and structure of a performance-based tax-increment reimbursement agreement for the Project, subject to the material parameters, conditions, and limitations stated in this Resolution. This approval is an approval of the form and structure of the transaction and is not an approval of any particular draft word-for-word.

2. Material Parameters. Any final agreement executed under the authority of this Resolution must provide, at a minimum, that:

- (a) The Developer must complete the approved Project, make the required private investment, provide the required public benefits, and document its eligible project costs before reimbursement is earned.
- (b) Reimbursement shall be payable solely from the approved percentage of Project-Generated Tax Increment Revenue actually received and lawfully retained by the DDA.
- (c) The annual reimbursement shall not exceed: (i) 100% of the Project-Generated Tax Increment Revenue actually received and lawfully retained by the DDA; (ii) the unpaid balance of the Developer's verified eligible project costs; or (iii) the unpaid balance of the **Maximum Reimbursement Amount**.
- (d) The **Maximum Reimbursement Amount** shall not exceed \$300,000.
- (e) The potential reimbursement period shall not exceed twenty consecutive Reimbursement Years, shall not extend beyond the final Reimbursement Year identified in the agreement, and shall end earlier upon payment of the **Maximum Reimbursement Amount** or reimbursement of all verified eligible project costs.
- (f) Reimbursement after expiration of the currently adopted Development Plan or Tax Increment Financing Plan shall be contingent upon the lawful renewal, extension, replacement, or amendment of the applicable plans and the DDA's continued lawful capture, receipt, retention, and permitted use of Project-Generated Tax Increment Revenue.
- (g) The agreement shall not guarantee renewal or extension of any Development Plan or Tax Increment Financing Plan or continued participation by the County or

another taxing jurisdiction.

- (h) The expiration or nonrenewal of a plan, withdrawal or nonparticipation of a taxing jurisdiction, reduction in capture, or unavailability of Project-Generated Tax Increment Revenue shall not constitute a default by the DDA or City, create a make-up obligation, extend the reimbursement period, or require payment from another public source.
- (i) The agreement shall not pledge City general funds, the City's taxing power, the full faith and credit of the City or DDA, DDA operating funds or fund balance, revenue generated by other properties, or any source other than the Project-Generated Tax Increment Revenue expressly identified in the agreement.
- (j) The agreement shall contain appropriate completion requirements, documentation requirements, public-benefit obligations, audit rights, default remedies, assignment restrictions, insurance requirements, indemnification, and protections against duplicate reimbursement.

3. Authority to Finalize Agreement. Subject to the limitations in this Resolution, the DOA Chairperson and Executive Director, in consultation with DDA counsel and appropriate City officials, are authorized to negotiate, finalize, and execute an agreement that is substantially consistent with the general form and material parameters approved by this Resolution.

4. Permitted Nonmaterial Revisions. Without further Board approval, the authorized representatives may approve revisions that do not materially increase the DDA's financial obligation or reduce the Developer's material obligations, including:

- (a) confirming and correcting addresses, parcel numbers, legal descriptions, ownership information, and parcel-specific taxable values;
- (b) completing dates and administrative deadlines consistent with this Resolution;
- (c) revising definitions, accounting procedures, certification requirements, notices, and reimbursement-request procedures;
- (d) conforming the agreement and exhibits to assessor, treasurer, auditor, City, lender, or MEDC requirements;
- (e) correcting clerical, typographical, grammatical, formatting, and cross-reference errors; and
- (f) making other legal or administrative revisions approved by DDA counsel that are consistent with the purpose and material parameters of this Resolution.

5. Changes Requiring Further Board Approval. Further Board approval shall be required before execution of an agreement containing any change that would:

- (a) increase the approved reimbursement percentage;
- (b) increase the Maximum Reimbursement Amount;

- (c) extend the maximum reimbursement period;
- (d) authorize payment from a source other than Project-Generated Tax Increment Revenue actually received and lawfully retained by the DDA;
- (e) guarantee renewal or extension of a Development Plan or Tax Increment Financing Plan;
- (f) materially reduce the Developer's required investment, project scope, completion requirements, eligible-cost documentation, or required public benefits;
- (g) materially expand the property or project covered by the agreement; or
- (h) otherwise materially increase the DDA's financial or legal exposure.

6. No Present Guarantee of Payment. This Resolution does not appropriate or guarantee any specific amount of money. No reimbursement shall be earned until all conditions stated in the final agreement have been satisfied and the DDA has actually received and lawfully retained the Project-Generated Tax Increment Revenue from which payment is authorized.

7. Public Purpose. Subject to confirmation that the final agreement is consistent with the adopted Development Plan, Tax Increment Financing Plan, and applicable law, the DDA Board determines that the proposed performance-based reimbursement structure and the Project's required improvements and public benefits further the public purposes and redevelopment objectives of the DDA.

8. Prior Actions. All actions previously taken by the DDA's officers, Executive Director, staff, and counsel to investigate, negotiate, and prepare the proposed performance-based reimbursement structure are ratified to the extent consistent with this Resolution.

9. Effective Date. This Resolution shall take effect immediately upon its adoption.

ROLL CALL VOTE:

Yeas: Members Schwab, Roodvoets, Beyer, Bostick-Tullius, Cutcher, Gillingham, Glisman, Herr, Hogan, and Rogers.

Nays: Hing.

Absent: Perry and Sharkey.

MOTION CARRIED 10-1. RESOLUTION DECLARED ADOPTED.

Main Street Accreditation – Community Assessment

The DDA Board members completed the last three sections/standards of the six total sections/standards of the Michigan Main Street self-evaluation for accreditation, giving input and holding discussion on each focus area and indicator area scored. The last three standards completed were Strategy-Driven Programming, Preservation-Based Economic Development, and Demonstrated Impact and Results.

Executive Director Alt will submit the completed self-evaluation through the online portal to Main Street America.

COMMITTEE REPORTS / MINUTES

Outreach Committee

Bostick-Tullius reported that the committee met to continue working on the annual giving campaign sponsorship letters, with a goal to launch by the end of September, beginning of October. This year's campaign will focus on items to include the repair or replacement of the downtown clock.

Business Development Committee

Roodvoets reported the Business Development Committee did not meet in August.

Placemaking Committee

Chair Schwab reported the committee set an August 30th deadline to have everything for 2025-2026 Vibrancy Grant ordered so it can be installed by the end of Summer or early Fall. Items include murals, ballot bins, bike rack, and the story telling components.

Events Committee

Cutcher reported July/August Events included Sidewalk Sales, Wizarding Weekend thanks to Axecadia, the Back to the Bricks event, and the conclusion of the Concert Series; Upcoming events include the Monday Night Car Cruise and Porchfest, which was rescheduled to September 26, 2026, and the planning of the Gilmore Girls event.

OTHER REPORTS

There were no additional sub-committee reports or business.

Center for the Arts

Executive Director Lyons updated the board on current and upcoming Gallery 194 exhibits, art class attendance, the gift shop, Pix Theatre shows, rentals, and event attendance. Topics included the current gallery show "Sacred Spaces" with collages of touchable artwork, a new show in September featuring a glass artist, The Pix Theatre show about Oakdale which will be available for sale in a DVD format in September, and work being done on the new website and ticketing program.

STAFF REPORT

Main Street Program Update

Executive Director Alt spoke on meeting with the County Veteran's Department to plan celebrations throughout November for veterans; moving the October DDA meeting to a different location due to Early Voting; the Owosso DDA doing a walking tour of Lapeer on September 17; the repair of brick pavers on Nepessing at the end of September; putting together the 2026 Lapeer Main Street Pulse Poll survey that helps identify the needs and wants of the community and where improvements can be made and types of businesses recruited.

Discussion was held on the process of the Match on Main Grant and other grant and funding opportunities and resources available through places such as the Local Development Corporation.

Bostick-Tullius left the meeting at 9:11 A.M.

BOARD MEMBER COMMENTS

Glisman spoke on upcoming America 250 Events to include a meeting on August 31, 2026, at 3:30 P.M. at the Lapeer Train Depot; the second flagpole dedication on September 11, 2026, at 5:00 P.M. at the insurance agency building; the liberty tree dedication in October; Constitution Day on September 17, 2026; and lilacs in bloom.

Hing spoke on discussions and procedures that took place earlier in the meeting and the success of Lapeer Days.

Schwab read a portion of the mission statement for Lapeer Main Street.

Beyer left the meeting at 9:27 A.M.

Hogan commented on the Lapeer Days Beer Tent location and new landscaping for the Park Street / Pine Street Parking lot project

Correspondence

Schwab shared complimentary email correspondence from the Health Enrichment Center.

ADJOURNMENT

Having no further business, the meeting was adjourned at 9:29 A.M.

MEETING ADJOURNED.

Tammy Cutcher, Secretary

**CITY OF LAPEER
FREEDOM OF INFORMATION ACT (PA 442 of 1976)
COMMISSION POLICY**

I. PURPOSE:

It is the intent of this policy to:

- A) Provide procedures for citizens and City officials in disclosing public records in accordance with the requirements of the Michigan's Freedom of Information Act (FOIA), PA 442 of 1976 (MCL 15.231 to 15.246).
- B) Comply in all respects of FOIA, but in the unintended event of a conflict, FOIA shall control and be deemed a part of this policy.

II. FOIA COORDINATOR:

- A) The City Manager is designated and delegated the duties of FOIA Coordinator. The FOIA Coordinator may designate another individual to act as FOIA Coordinator.
- B) The FOIA Coordinator shall be responsible to accept and process requests for public records and approve denials. All City officials and employees receiving document disclosure inquiries shall immediately transfer them to the FOIA Coordinator.

III. PROCEDURE:

All requests for information under FOIA shall be forwarded to, received by, and reviewed by the FOIA Coordinator prior to granting the request according to the following procedure:

- A) All FOIA requests must be in writing, and describe the public records sufficiently to enable the public body to find the public record. The FOIA Coordinator will notify the requestor if clarification is needed. Such notice, if sent, shall not be interpreted as a denial of the request for purposes of the FOIA or this policy.

Neither the City nor the FOIA Coordinator are required to make a compilation, summary, report of information, or create a new public record. This exemption includes analyzing, compiling, or summarizing existing information into a new format. Neither the City nor the FOIA Coordinator is obligated to provide answers to oral or written questions.

The City will use its best efforts to respond to all requests made pursuant to a FOIA request. However, the City will search only the most likely locations for responsive public record(s). The City of Lapeer is not required under FOIA to search each and every record it maintains in order to discover material that might pertain to a specific request.

- B) All FOIA requests received by facsimile, electronic mail or other electronic means shall be deemed to have been received the next business day.
- C) The request shall be date-stamped by the FOIA Coordinator.
- D) The FOIA Coordinator shall distribute the request to all applicable departments, who shall return the information to the FOIA Coordinator.
- E) The FOIA Coordinator shall prepare a response in compliance with Section 5 of FOIA, with review by the City Attorney when appropriate.
- F) The FOIA Coordinator shall keep a copy of all written requests for public records on file for no less than one year.
- (G) Should the requestor determine to withdraw a request, the withdrawal shall be in writing. Costs and labor will be charged for the work performed on the request up to the date and time the request was withdrawn.

IV. EXCEPTIONS TO FOIA POLICY:

- A) Routine Information: Requests for information from other departments shall be handled by that department if:
 - 1) The request is for records that are routinely provided to the public by that department, such as taxes and water billings;
 - 2) The records are readily available;
 - 3) The records are not exempt from disclosure under the FOIA;
 - 4) The records exist at the time of the request;
 - 5) The record is sufficiently described; and
 - 6) No other department would be likely to have the requested records.
- B. Any records covered by the Enhanced Access to Public Records Policy.

V. RULES TO PREVENT EXCESSIVE AND UNREASONABLE INTERFERENCE WITH CITY FUNCTIONS:

- A) Records may be personally examined only during normal business hours, between 8:00 A.M. and 5:00 P.M. on City business days.

- B) City staff shall be given ample opportunity to review for separation of exempt or privileged records from non-exempt or unprivileged records prior to allowing public examination after responding in writing to the request as required under Section 5 (2) of FOIA. Due to the nature of the request, a labor charge may be charged for the search, examination, review, and (if appropriate) the deletion and separation of exempt from non-exempt information as provided in Section 4 of FOIA.

VI. RULES TO PROTECT RECCORDS:

To protect records from loss, unauthorized alteration, mutilation or destruction. The following are general records' protection rules for all departments:

- A) Records are to remain in the departmental vicinity while being reviewed.
- B) Records are not to be altered in any manner.
- C) Pens or indelible writing instruments are not allowed in record review rooms.
- D) No notes or writing of any kind shall be made on the documents themselves.
- E) Copies of records are to be made by City staff or its designee.
- F) For documentation purposes, staff shall keep copies of or a list of documents released or copied.
- G) Records may not be removed from binders.
- H) Records within files shall be kept intact and in order.
- I) Copies of City computer records shall be made on computer discs provided by the City.
- J) Copies of tapes shall be made on tapes provided by the City.
- K) Records to be copied may be identified by tape flags or "Post-It" notes, by separate written description, affixation of paper clips, or by inserting loose paper between pages.
- L) Copyrighted material shall not be photocopied.

VII. FEES:

- A) The FOIA Coordinator will be responsible for billing fees and costs incurred by the City to the requestor where appropriate.
- B) Fees are as listed on the City of Lapeer Fee Schedule.
 - Copies
 - Maps
 - Computer Disks
 - Photos
 - Outside Service: if required for duplication or other request.
 - Mailing
- C) Labor:

The labor cost, including fringe benefits, of the lowest paid employee capable of retrieving the information necessary to comply with the request will be charged.

Pursuant to Section 4 (3) of FOIA, a fee will be charged for processing a request that requires more than one hour of time for the search, retrieval, examination, review, and separation and deletion of exempt from nonexempt material, or any part thereof.

In compliance with Section 3 (3) of FOIA which requires the public body to protect public records, labor costs for monitoring an inspection of original records will be calculated using the hourly wage plus fringe benefits of the lowest paid available employee.

- D) Routine Information: Public Records:

Routine information provided by other departments, such as taxes and water billings, will be charged according to the City of Lapeer Fee Schedule or City cost.
- E) Subscriptions:

When a request for copies of regularly published records is made to the FOIA Coordinator, an escrow deposit as listed on the City of Lapeer Fee Schedule will be paid. The City will charge against the escrow for the costs of copying and postage. There will be no labor charges since this must be a public record that is routinely developed. The FOIA Coordinator will maintain an account sheet of the number of copies and costs of mailing. If the escrow deposit is reduced to \$5.00 or less prior to expiration of the request, the FOIA Coordinator will contact the person for an additional deposit or termination of the request.

- F) Miscellaneous Fees:
The FOIA Coordinator is authorized to establish such other fees and charges in situations not covered by this policy
- G) Deposit(s):
At the time a request is made, the City may require a deposit from the person requesting the public record or series of public records if the fees will exceed \$50.00. The deposit shall not exceed one-half of the total fee for the request. Prior to release of requested records, the City may require payment in full by the Requestor for all fees and costs associated with the request.
- H) Indigence:
A copy of a public record shall be furnished without charge for the first \$20.00 of the fee for such request if the individual requesting such information submits an affidavit demonstrating that the individual is receiving public assistance, or if not receiving public assistance, is unable to pay the cost because of indigence.

VIII. APPEALS:

In accordance with Section 10 of FOIA, where a person's request for a public record is denied by the FOIA Coordinator, in whole or in part, the requesting person may do one of the following at his or her option:

- A) Submit to the Lapeer City Commission a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial. The City Commission shall receive the appeal at its next regular meeting and, shall respond to the written appeal not more than 10 business days after receiving the written appeal. The City Commission shall take one of the following actions in response to the filing of an appeal.
- 1) Reverse the denial.
 - 2) Issue a written notice to the appellant affirming the denial.
 - 3) Reverse the denial in part and issue a written notice to the appellant affirming the denial in part.
 - 4) If necessary due to unusual circumstances, issue a notice extending for not more than 10 business days the period during which the City Commission shall respond to the written appeal.
- B) Commence an action in the Circuit Court to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.

IX. EXEMPTIONS:

The FOIA Coordinator is authorized to exempt from disclosure a public record pursuant to Section 13 of FOIA, and on appeal, the City Commission is authorized to so exempt a public record. In addition to exemptions as outlined under Section 13 of FOIA, the following shall apply.

- (A) Records or information of measures designed to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs to the extent that those designs relate to the ongoing security measures of a public body, capabilities and plans for responding to a violation of the Michigan anti-terrorism act, chapter LXXXIII-A of the Michigan penal code, 1931 PA 328, MCL 750.543a to 750.543z, emergency response plans, risk planning documents, threat assessments, and domestic preparedness strategies, unless disclosure would not impair a public body's ability to protect the security or safety of persons or property or unless the public interest in disclosure outweighs the public interest in nondisclosure in the particular instance.

HISTORY:

	<u>Date:</u>	<u>Moved:</u>	<u>Seconded:</u>
Amended	2012 02-20	Bostick-Tullius	Marquardt

Previous Records Reflect:

Amended	05-19-97
Adopted	11-07-77

Appeal #1

August 17, 2026

Jeremy Howe, City Manager
City of Lapeer
576 Liberty Park
Lapeer, MI 48446
jhowe@ci.lapeer.mi.us
rsanchez@ci.lapeer.mi.us

RE: APPEAL -- FOIA Request No. 2026-68, Itemized Billing Invoices,
Bodman PLC, 04/01/2026 through present

Dear Mr. Howe:

This letter is a written APPEAL submitted under MCL 15.240(1)(a) from the City of Lapeer's August 17, 2026 determination, signed by City Clerk Romona Sanchez, denying Request No. 2026-68 in its entirety. That request sought itemized billing invoices from special counsel Bodman PLC for the period April 1, 2026 through the present. I direct this appeal to you because the City's denial letter identifies the City Manager as the head of this public body.

I ask that you reverse the denial in full, or in the alternative reverse it in part and direct production of the invoices with only genuinely privileged content redacted and each redaction individually justified.

The denial consists of a single operative sentence:

"The records you seek are exempt from disclosure under MCL 15.243(1)(d) because they are protected by the attorney-client privilege and attorney work-product doctrine. Michigan FOIA permits a public body to withhold records that are specifically exempt from disclosure by statute. The requested materials fall within those protections."

That is not a lawful denial under Michigan FOIA, for the following reasons.

1. THE CITY CITED AN EXEMPTION THAT DOES NOT APPLY ON ITS FACE

MCL 15.243(1)(d) exempts "[r]ecords or information specifically described and exempted from disclosure by statute." That subsection requires the City to identify a specific statute that describes and exempts the records. The denial identifies none. It instead restates the subsection's own language back as its justification -- "Michigan FOIA permits a public body to withhold records that are specifically exempt from disclosure by statute" -- which is a tautology, not

a basis for withholding.

The attorney-client privilege is not a creature of statute in Michigan; it arises from the common law and MRE 501. That is precisely why the Legislature wrote a separate and dedicated exemption for it at MCL 15.243(1)(g) ("[i]nformation or records subject to the attorney-client privilege"), and covered court-rule privileges separately at MCL 15.243(1)(h). Subsection (1)(d) is not a vehicle for asserting the privilege. The City did not invoke (1)(g) or (1)(h).

Michigan FOIA exemptions are construed narrowly, and the public body bears the burden of justifying nondisclosure. *Herald Co v City of Bay City*, 463 Mich 111 (2000); *Evening News Ass'n v City of Troy*, 417 Mich 481 (1983); *Bradley v Saranac Community Schools*, 455 Mich 285 (1997).

2. THE DENIAL IS BOILERPLATE AND LACKS THE REQUIRED PARTICULARIZED JUSTIFICATION

MCL 15.235(5)(a) requires a denial to state "[a]n explanation of the basis under this act or other statute for the determination that the public record, or portion of that public record, is exempt from disclosure." Michigan courts require more than a recitation of statutory text: a public body asserting an exemption "should provide complete particularized justification, rather than simply repeat statutory language." *Herald Co v City of Bay City*, 463 Mich 111 (2000); see also *Evening News*, 417 Mich at 503 (separate and distinct justification required for each exemption claimed, and for each record or category withheld).

The City's denial does not state how many Bodman PLC invoices exist, their dates, the matter or matters to which they relate, which specific content on them the City contends is privileged, or why any privilege would reach the non-narrative fields of a bill for services. It asserts a conclusion and nothing more. That is an independent violation of MCL 15.235(5)(a), and on de novo review it cannot carry the City's burden under MCL 15.240(4).

3. THE CITY IGNORED ITS MANDATORY DUTY TO REDACT AND PRODUCE THE REMAINDER

Even if some content on the invoices were privileged, MCL 15.244(1) provides that "[i]f a public record contains material which is not exempt under section 13, as well as material which is exempt from disclosure under section 13, the public body shall separate the exempt and nonexempt material and make the nonexempt material available for examination and copying." MCL 15.244(2) further requires the City to "generally describe the material exempted."

The City did neither. It withheld an entire class of documents categorically, with no severability analysis and no description of what was withheld. That is not a defensible response under Michigan FOIA.

At minimum, the following fields on an attorney invoice are not confidential communications from a client seeking legal advice and must be produced:

- the name of the law firm and of the billing and paying entities;
- invoice number, invoice date, and billing period;
- the general matter name or matter number;
- each timekeeper's name, title, and hourly rate;
- hours billed per timekeeper and in total;
- fee subtotals, disbursement and cost categories, taxes, totals, and amounts paid;
- payment terms, retainer balances, and trust or escrow activity;
- purchase order, requisition, voucher, warrant, or check numbers.

4. THE ATTORNEY-CLIENT PRIVILEGE DOES NOT REACH AN INVOICE'S NON-NARRATIVE CONTENT

In Michigan, "[t]he scope of the attorney-client privilege is narrow, attaching only to confidential communications by the client to his advisor that are made for the purpose of obtaining legal advice." *Leibel v General Motors Corp*, 250 Mich App 229, 236 (2002).

An invoice from Bodman PLC to the City is a demand for payment, not a confidential communication from the client seeking legal advice. The identity of the firm, the fact and dates of the engagement, the rates charged, the hours worked, and the sums the City paid from public funds are not legal advice and disclose no confidence. To the extent a particular narrative time entry describes legal strategy, mental impressions, or the substance of a confidential client communication, the remedy is redaction of that entry under MCL 15.244 -- not suppression of every document in the set.

The City's position, carried to its conclusion, would mean the public may never learn what the City of Lapeer spends on outside counsel. Michigan FOIA's stated purpose is the opposite: "to provide the people of this state with full and complete information regarding the government's affairs and the official actions of governmental officials and employees." MCL 15.231(2).

5. THERE IS NO ATTORNEY WORK-PRODUCT EXEMPTION IN MICHIGAN FOIA, AND
NONE APPLIES
HERE

The denial invokes the "attorney work-product doctrine." Michigan FOIA contains no work-product exemption. The doctrine can reach FOIA only indirectly, through MCL 15.243(1)(h)'s reference to a "privilege recognized by statute or court rule" -- that is, MCR 2.302(B)(3), a civil discovery rule governing materials "prepared in anticipation of litigation or for trial."

The City did not invoke MCL 15.243(1)(h), did not identify the court rule it relies on, and did not explain how a bill for services already rendered was prepared in anticipation of litigation. It was not; it was prepared to collect a fee. A FOIA request is also not civil discovery, and a records request by a member of the public is not a discovery request by an opposing party.

I further note that MCL 15.243(1)(v) -- records relating to a civil action in which the requesting party and the public body are both parties -- is inapplicable, and the City has not asserted it. [CONFIRM OR REVISE.]

6. THESE ARE PUBLIC RECORDS OF THE CITY, AND SOME OF THE WITHHELD
INFORMATION IS
ALREADY PUBLIC

By asserting an exemption rather than contesting the records' status, the City has conceded that the Bodman PLC invoices are public records in its possession. That concession is well founded. Bills prepared by a private entity, received by a municipality, and paid with public funds are records "used" by the public body in the performance of an official function, even where the municipality did not examine them before paying. *Detroit News, Inc v Detroit*, 204 Mich App 720, 723-725 (1994). Records held by outside counsel performing a city's legal function are likewise subject to FOIA. *Bisio v City of the Village of Clarkston*, 506 Mich 37 (2020). And a public body "may not avoid their obligations under the FOIA by contracting for a clerical service that allows them to more efficiently perform an official function." *MacKenzie v Wales Twp*, 247 Mich App 124, 129 (2001).

Separately, to the extent payments to Bodman PLC appear in check registers, warrant lists, or accounts-payable schedules approved by the City Commission in open session, those amounts are already public. The City cannot coherently claim that figures it has already published in its own meeting materials are protected by the attorney-client privilege.

7. THE DENIAL NOTICE ITSELF DOES NOT COMPLY WITH MCL 15.235(5)(d)

MCL 15.235(5)(d) requires a denial to contain "[a] full explanation of the requesting person's right" to appeal and to seek judicial review, including the right to receive attorneys' fees and damages.

The City's letter states only that "the court may award attorney fees and costs." That understates the requester's rights in two respects. First, MCL 15.240(6) provides that if a person asserting the right to inspect or receive a copy of a public record prevails in an action, "the court shall award reasonable attorneys' fees, costs, and disbursements" -- mandatory, not discretionary. Second, the notice omits damages entirely: MCL 15.240(7) requires a court that finds an arbitrary and capricious violation to order a \$1,000 civil fine and to award \$1,000 in punitive damages, and MCL 15.240b requires a civil fine of \$2,500 to \$7,500 for a willful and intentional failure to comply or for acting with a frivolous purpose.

A notice that misdescribes the remedy as discretionary and omits damages is not the "full explanation" the statute requires.

RELIEF REQUESTED

I ask that you, within 10 business days as required by MCL 15.240(2):

1. REVERSE the denial and direct production of all itemized billing invoices, statements of account, and supporting time detail submitted to the City by Bodman PLC for April 1, 2026 to the present; or
2. REVERSE IN PART and direct production with narrative time-entry text redacted only where a specific entry would reveal privileged content, accompanied by a written index that identifies each redaction, the exemption relied upon, and the particularized basis for it, as MCL 15.244(2) and Herald Co require; and
3. Direct production of the following, which are non-exempt under any reading of the Act:
 - a. the engagement letter, retainer agreement, or contract with Bodman PLC, including all rate schedules and amendments;
 - b. the resolution, minutes, or other authorization approving the engagement of Bodman PLC as special counsel, and any budget amendment funding it;
 - c. all check registers, warrant lists, vouchers, purchase orders, and

accounts-payable entries reflecting amounts billed and paid to Bodman PLC from April 1, 2026 to the present; and
d. the total amount billed and the total amount paid to Bodman PLC in that period.

If you uphold the denial or fail to respond within the statutory period, I intend to seek judicial review in the Lapeer County Circuit Court under MCL 15.240(1)(b), where the court "shall determine the matter de novo and the burden is on the public body to sustain its denial." MCL 15.240(4). I reserve all claims to reasonable attorneys' fees, costs, and disbursements under MCL 15.240(6); to punitive damages and a civil fine under MCL 15.240(7); and to a civil fine under MCL 15.240b.

I would prefer to resolve this without litigation, and I am available to discuss a redaction protocol that protects any genuine privilege while honoring the City's disclosure obligations. If the City believes my request was overbroad in any respect, I am willing to discuss narrowing it.

Sincerely,

Kelly Nolan
195 Briarwood Dr, Lapeer, MI 48446
kellypnolan@gmail.com
8103382150

cc: Mayor and City Commission, City of Lapeer
Romona Sanchez, CMC, City Clerk -- rsanchez@ci.lapeer.mi.us
City Attorney, City of Lapeer



City Clerk's Office
810-664-5231

August 17, 2026

Kelly Nolan
195 Briarwood Dr.
Lapeer, MI 48446

RE: 2026-68 Itemized Billing Invoices – Bodman PLC 04/1/2026 through present.

Dear Ms. Nolan:

The City of Lapeer has received your request for public records under the provisions of the Michigan Freedom of Information Act (FOIA), MCL 15.231 et seq.

Your request is denied.

The records you seek are exempt from disclosure under MCL 15.243(1)(d) because they are protected by the attorney-client privilege and attorney work-product doctrine. Michigan FOIA permits a public body to withhold records that are specifically exempt from disclosure by statute. The requested materials fall within those protections.

Under FOIA, section 10, you have the right to submit a written appeal of the denial to the head of this public body, City Manager, or you may commence a civil action for judicial review of the denial. If you prevail in such action, the court may award attorney fees and costs.

The City of Lapeer FOIA procedures and guidelines can be accessed at [https://www.ci.lapeer.mi.us/manager/freedom_of_information_act_\(foia\).php](https://www.ci.lapeer.mi.us/manager/freedom_of_information_act_(foia).php).

Sincerely,

Romona Sanchez, CMC, MiPMC3
City Clerk
City of Lapeer

Dear FOIA Coordinator,

Under the Michigan Freedom of Information Act (PA 442 of 1976), I am requesting a copy of all itemized billing invoices, fee statements, and proof of payments issued by or paid to the law firm Bodman PLC for legal or investigative services rendered to the City of Lapeer between April 1, 2026, and the present date

I am requesting these records as a private individual for personal, non-commercial purposes. Because these invoices involve the expenditure of public taxpayer funds on an outside city administration investigation, disclosure of this information is in the public interest and will benefit the general public. Therefore, I respectfully request a waiver or reduction of all processing and duplication fees associated with this request. If the request for a fee waiver is denied, please inform me if the estimated costs will exceed \$50 before executing the search.

If any portions of these records are exempt from disclosure, please redact those specific sections and provide the remaining non-exempt portions.

Thank you,
Kelly Nolan
195 Briarwood Dr
Lapeer, MI 48446
kellypnolan@gmail.com

Appeal #2

Kelly Nolan
195 Briarwood Dr
Lapeer, MI 48448
8103382150
kellypnolan@gmail.com

August 21, 2026
Chief Jeremy Howe, City Manager
FOIA Coordinator, City of Lapeer
576 Liberty Park
Lapeer, MI 48446

cc: Lapeer City Clerk; Lapeer City Commission

RE: APPEAL of FOIA Denial, Request No. 2026-69

Dear Mr Jeremy Howe:

This is an appeal submitted under MCL 15.240(1)(a). The word "appeal" is used deliberately, and this letter identifies the reasons for reversal of the denial below.

I appeal the City of Lapeer's August 17, 2026 denial of Request No. 2026-69, which sought "All Mayor Hing's notes from 8/3/2026." Copies of the original request and the denial are attached as Exhibit A and Exhibit B.

I. The denial rests on two grounds that cannot both be true

The City's August 17 response states both that "the public records do not exist" and that handwritten notes of a public official are not public records when taken for personal use and not possessed or used by the public body in the performance of a public function.

These are mutually exclusive positions, and Michigan FOIA treats them differently:

If the basis is that no responsive record exists, MCL 15.235(5)(b) requires the denial to contain "a certificate that the public record does not exist under the name given by the requester or by another name reasonably known to the public body." The City's response does not appear to contain that certificate. If nonexistence is the City's position, I request that the certificate be provided.

If the basis is that a record exists but is not a public record, MCL 15.235(5)(a) requires "an explanation of the basis under this act or other statute" for that determination. The City's response supplies a legal conclusion and no facts.

I also ask the City to confirm that the notice of denial was signed by the individual designated as responsible for the denial, as MCL 15.235(6) requires.

The City must choose one position. If the notes do not exist, the City should certify that. If they exist, the City must justify withholding them on the facts.

II. Handwritten notes are "writings" under the statute

The form of the record is not in dispute and cannot be. MCL 15.232(l) defines "writing" to include, by its first word, "handwriting." Whether Mayor Hing's notes were made by hand is therefore irrelevant to their status.

The only question is the one posed by MCL 15.232(i), which defines a public record as:

"a writing prepared, owned, used, in the possession of, or retained by a public body in the performance of an official function, from the time it is created."

Two features of that definition bear on this request. First, the statute reaches writings that are merely "prepared" or "used" in the performance of an official function; actual possession by the City is one of five alternatives, not a precondition. Second, the phrase "from the time it is created" means the character of a record is fixed at creation. A public record does not lose that status because an official later files it away, takes it home, or discards it.

III. Mayor Hing was acting for the public body

To the extent the City relies on the statute's reference to "a public body," Mayor Hing presiding over an August 3, 2026 City meeting and receiving public comment was not acting as a private individual. He was performing the office to which he was elected, in a public meeting of the body he leads. Notes made in that setting are made in the performance of an official function of the City. Any other reading would let a public body place its records beyond FOIA by leaving them in the hands of the official who made them.

IV. Hopkins does not support this denial

The City cites *Hopkins v Duncan Township*, 294 Mich App 401; 812 N.W.2d 27 (2011). *Hopkins* does not establish that an official's notes are categorically outside FOIA, and it does not permit a public body to decline a search.

Hopkins was decided on a developed evidentiary record, after litigation, on specific findings that the notes at issue were never in the public body's possession, were not used in the performance of an official function, were not used for substantive decision making or record keeping, were not considered by other board members, and were not read into the record. Those were findings of fact. They were not presumptions available to a public body at the point of denial.

The City has made none of those findings here, and has identified no facts that would support them. Invoking *Hopkins* is not the same as satisfying it.

At least one *Hopkins* factor points the other way on these facts. During the August 3, 2026 meeting, Mayor Hing referenced his own note-taking on the record. [Insert citation: agenda item,

approximate timestamp of the meeting video or minutes, and a direct quote.] That statement is affirmative evidence that notes were made contemporaneously, in the course of the meeting, by the presiding officer. It is a reasonable basis to believe responsive records exist, and it is inconsistent with a conclusion, reached without inquiry, that any such notes were purely personal.

V. The City bears the burden, and a conclusory justification does not carry it

Under MCL 15.240(4), a reviewing court considers the matter de novo and "the burden is on the public body to sustain its denial."

Michigan law has long required that the justification be specific. In *Evening News Ass'n v City of Troy*, 417 Mich 481 (1983), the Supreme Court held that a public body's justification "must be more than conclusory, i.e., simple repetition of statutory language." A generic recitation does not suffice.

The August 17 denial is a recitation. It restates the Hopkins formulation and offers no facts about these notes: no statement of who was asked, what was searched, whether the mayor was consulted, whether the notes exist, or what evidence supports the conclusion that they were strictly personal.

VI. Physical location is not a defense

If the City's position is that the notes are in Mayor Hing's personal custody rather than in City files, that does not resolve the question. MCL 15.240(4) directs a court to order a public body "to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record." The statute anticipates exactly this situation.

VII. What an adequate search and determination requires

I am not asking the City to answer interrogatories or to create a record. I am asking that the City conduct the search and make the findings that FOIA requires before a denial of this kind can stand. To sustain a Hopkins-based denial, the City would need to determine, and be prepared to state:

Whether Mayor Hing created handwritten notes during or concerning the August 3, 2026 meeting or the public comment received at it, which requires actually asking him;

Whether any such notes were used, consulted, or referred to by Mayor Hing in connection with his official duties, including in presiding over the meeting, responding to public comment, or preparing for subsequent City business;

Whether any such notes were shared with, provided to, transmitted to, or reviewed by any other City official, employee, attorney, contractor, or representative;

Whether any such notes were used in connection with any subsequent City action, discussion, communication, decision, or response concerning the August 3 public comment;

Whether any such notes are currently retained by Mayor Hing or otherwise remain within the possession or control of the City or any City official; and

If the City maintains that the notes are not public records, the specific factual basis for that determination, including what inquiry was made, of whom, and what facts support the conclusion that the notes were strictly personal and were not used in the performance of an official function.

VIII. Preservation

MCL 15.233(3) provides that "a public body shall protect public records from loss, unauthorized alteration, mutilation, or destruction." I request that the City and Mayor Hing preserve all records potentially responsive to Request No. 2026-69, in any form, pending final resolution of this appeal and any subsequent proceeding.

If any responsive notes have already been destroyed, I request that the City state that fact, the date of destruction, and the approved retention and disposal schedule under which the destruction was carried out.

IX. Relief requested

I respectfully request that the City:

Reverse the denial of Request No. 2026-69 and produce the requested records; or

If the City maintains that no responsive record exists, provide the certificate required by MCL 15.235(5)(b); or

If the City maintains that responsive records exist but are not public records, provide a specific, factual explanation under MCL 15.235(5)(a) identifying what search was conducted, what inquiry was made of Mayor Hing, and what facts support the conclusion that the notes fall outside MCL 15.232(i).

In any event, I ask that the City state unambiguously which of these two positions it is taking.

To the extent any fee is assessed on further processing, I request a waiver or reduction under MCL 15.234(1) on the ground that furnishing these records "can be considered as primarily benefiting the general public," as they concern the conduct of a public meeting and the handling of public comment.

Reservation of rights

Nothing in this appeal waives any remedy. I note, without any intent to threaten, that Michigan FOIA provides for a civil action in the Lapeer County Circuit Court within 180 days of a final determination under MCL 15.240(1)(b); an award of reasonable attorney fees, costs, and disbursements to a prevailing requester under MCL 15.240(6); a \$1,000 civil fine and \$1,000 in punitive damages where a public body has "arbitrarily and capriciously" violated the act under MCL 15.240(7); and a civil fine of \$2,500 to \$7,500 where a public body "willfully and intentionally failed to comply with this act or otherwise acted in bad faith" under MCL 15.240b.

I would much prefer to resolve this at the administrative level and appreciate your consideration.

Under MCL 15.240(2), I look forward to a response within 10 business days of receipt.

Respectfully,

Kelly Nolan
195 Briarwood Dr
Lapeer, MI 48446
8103382150
kellypnolan@gmail.com

Exhibit A: FOIA Request No. 2026-69, dated [date]

Exhibit B: City of Lapeer response and denial, dated August 17, 2026

Exhibit C: transcript of the August 3, 2026 meeting reference to note-taking



City Clerk's
Office
810-664-5231

August 17, 2026

Kelly Nolan
195 Briarwood Dr.
Lapeer, MI 48446

RE: 2026-69 All Mayor Hing's notes from 8/3/2026

Dear Ms. Nolan:

The City of Lapeer has received your request for public records under the provisions of the Michigan Freedom of Information Act (FOIA), MCL 15.231 et seq.

Your request is denied.

To the best of the public body's knowledge, information, and belief, under the information provided by you or any other description reasonably known to the public body, the public records do not exist. A thorough search was conducted, and no responsive records were located.

Handwritten notes of a public official are not considered public records if taken for personal use and are not possessed or used by the public body in the performance of a public function. *Hopkins v Duncan Twp*, 294 Mich App 401; 812 NW2d 27 (2011).

Under FOIA, section 10, you have the right to submit a written appeal of the denial to the head of this public body, City Manager, or you may commence a civil action for judicial review of the denial. If you prevail in such action, the court may award attorney fees and costs.

The City of Lapeer FOIA procedures and guidelines can be accessed at [https://www.ci.lapeer.mi.us/manager/freedom_of_information_act_\(foia\).php](https://www.ci.lapeer.mi.us/manager/freedom_of_information_act_(foia).php).

Sincerely,

Romona Sanchez, CMC, MiPMC3
City Clerk
City of Lapeer

FREEDOM OF INFORMATION ACT REQUEST

To: City of Lapeer FOIA Coordinator
City of Lapeer, Michigan

Pursuant to the Michigan Freedom of Information Act, MCL 15.231 et seq., I am requesting access to and copies of the following public records:

All written notes created, received, maintained, or possessed by Mayor Jeremy Hing in connection with the City of Lapeer City Commission meeting held on August 3, 2026.

This request is intentionally broad and includes all written notes made or maintained by Mayor Hing in connection with the meeting, regardless of subject matter or format.

Basis for Request

During the August 3, 2026 City Commission meeting, Mayor Hing referenced his own note-taking in the course of the meeting. His reference to his own notes indicates that written notes were being made or maintained by him concerning matters occurring during the meeting.

I am therefore requesting the underlying written records to which Mayor Hing referred. His reference to his own note-taking is the basis for my request and is particularly relevant to determining what records were created and maintained by him during the meeting.

Requested Records

The request includes, but is not limited to:

1. All handwritten notes made by Mayor Hing before, during, or after the August 3, 2026 City Commission meeting.
2. All notes concerning or referring to Kella Carter, her public comment, or any matters raised by her during the meeting.
3. All written notes concerning any other public comments, agenda items, discussions, questions, responses, motions, deliberations, or actions occurring during the meeting.
4. Notes contained in notebooks, legal pads, loose-leaf paper, index cards, folders, meeting materials, or any other physical document.
5. Any electronically created or maintained notes, including typed notes, electronic documents, digital annotations, or other electronic records created or maintained by Mayor Hing in connection with the meeting.

6. Any photographs, scans, photocopies, transcriptions, reproductions, or other copies of the requested notes maintained by the City or any City official.

7. Any responsive notes maintained by the City Manager, City Clerk, or other City employee or official if those notes were created or maintained on behalf of, provided to, or received from Mayor Hing in connection with the August 3, 2026 meeting.

I specifically request the opportunity to inspect the original written records, including original handwritten notes, where those records are maintained by the City or are otherwise subject to the City's custody or control.

Request for Fee Waiver

I am making this request as a private citizen and not on behalf of a commercial entity or for commercial purposes. I will not use the requested records for commercial gain.

I respectfully request that the City waive all fees associated with this FOIA request to the extent permitted by the Michigan Freedom of Information Act.

The request concerns the conduct and recordkeeping of an elected public official in connection with a public City Commission meeting and therefore concerns matters of public interest. Disclosure of the requested records would contribute to public understanding of the activities and conduct of City government.

If the City determines that a fee waiver is not available, please provide an itemized estimate of any fees that would be charged before incurring substantial costs.

Preservation of Records

Please preserve all records responsive to this request, including original written notes, pending completion of this FOIA request and any applicable appeal or review period.

If any responsive record has been destroyed, discarded, altered, or otherwise disposed of, please identify the record, the date and manner of disposition, and the applicable records-retention schedule or other authority under which the disposition occurred.

Exemptions

If the City determines that any responsive record or portion of a record is exempt from disclosure, please identify the specific statutory exemption relied upon and provide all reasonably segregable non-exempt portions.

If the City determines that no responsive records exist, please state that explicitly in the written response.

Please process this request pursuant to the Michigan Freedom of Information Act and provide the City's response within the statutory time period.

Kelly Nolan

Kellypnolan@gmail.com

195 Briarwood Dr, Lapeer, MI 48446

8103382150

Date: August 14, 2026

Transcript from August 3, 2026 City of Lapeer Commission Meeting comment time with Kella Carter

2:13:40

2 hours, 13 minutes, 40 seconds

situation. The problem that I see, and again, Mr. {Hing}, could you please look at me? I mean, it's really rude.

2:13:48

2 hours, 13 minutes, 48 seconds

It's hard for me to even know if you know what I'm saying. Okay.

2:13:52

2 hours, 13 minutes, 52 seconds

Excuse me. I'm not going to take that type of tone in disrespect up on this {dias}. There's been two members of the

2:14:00

2 hours, 14 minutes

public now address this commission, other commissioners, and myself. We're taking notes because we take what you say seriously.

2:14:09

2 hours, 14 minutes, 9 seconds

Okay? And I look up from time to time to make contact when I can. Otherwise, we'll pause for about a minute or two so I can finish my notes after you're done speaking.

2:14:18

2 hours, 14 minutes, 18 seconds

Take my time to please {back}.

2:14:20

2 hours, 14 minutes, 20 seconds

No, I'll take notes while people are speaking and I'll look up from time to time, but you're not going to address this board disrespectfully anymore.

2:14:28

2 hours, 14 minutes, 28 seconds

I'm not being disrespectful. I'm just asking You may {} finish{?}

From: [Parent Data Force](#)
To: [Romona Sanchez](#)
Cc: [Jeremy Howe](#); [cityattorney](#); [Jeremy Hing](#)
Subject: APPEAL — FOIA Request 2026-61 — August 3, 2026 City Commission Notes
Date: Tuesday, August 25, 2026 9:02:39 AM
Attachments: [REPLY Letter- FOIA.pdf](#)

Lapeer City Commission:

This is a written APPEAL under MCL 15.240 and Section VIII of the City of Lapeer's published FOIA Policy from the August 11, 2026 denial of FOIA Request 2026-61. Please forward this appeal to every member of the Lapeer City Commission and place it before the Commission at its next regular meeting as required by the City's published appeal procedure.

I ask the Commission to reverse the denial and direct a renewed, record-specific search and production.

BACKGROUND

On August 5, 2026, I requested the handwritten notes and other markings made by Mayor Jeremy Hing and members of the Lapeer City Commission during the August 3, 2026 regular meeting. The request was deliberately limited to a single meeting and specifically described the records, the likely custodians, the circumstances in which the notes were created, and the legal distinction between purely personal notes and notes prepared, used, possessed, or retained in the performance of an official function.

My request expressly addressed *Hopkins v Duncan Township*, 294 Mich App 401; 812 NW2d 27 (2011). I did not contend that every handwritten note created by an elected official is automatically a public record. Instead, I requested notes whose creation, use, possession, or retention was connected to the Commission's performance of its official functions, including receiving, considering, documenting, evaluating, or following up on public comment.

The City denied the request on August 11. The denial states that "the public records do not exist," says that a "thorough search was conducted, and no responsive records were located," and then separately relies upon *Hopkins* for the proposition that personal handwritten notes are not public records.

The denial should be reversed for the following reasons.

1. HOPKINS DOES NOT CREATE A CATEGORICAL EXCLUSION FOR HANDWRITTEN NOTES.

Hopkins is fact-specific. The Michigan Court of Appeals held that the particular notes there were not public records because they were taken for personal use, were not circulated to other board members, were not used to prepare meeting minutes, and were retained or destroyed solely at the author's discretion. 294 Mich App at 417-418.

But *Hopkins* expressly recognized the opposite proposition as well: an individual decision-maker's notes concerning a governmental issue can be public records when they are taken in furtherance of an official function. The controlling question is not whether a record is handwritten or physically kept by one official. The question is whether the writing was

prepared, owned, used, possessed, or retained by the public body in the performance of an official function. See MCL 15.232(i).

My original request expressly identified this distinction before the City denied it. A blanket citation to Hopkins therefore does not resolve whether the notes from this particular meeting satisfy the factual conditions that made the Hopkins notes personal rather than public.

2. THE PUBLIC STATEMENTS AT THE AUGUST 3 MEETING CREATE A MATERIAL FACTUAL DISTINCTION FROM HOPKINS.

The request identified statements made on the public record that directly tied the note-taking to the Commission's receipt and consideration of public comments.

At approximately 2:13:52 of Part 2, after public commenters raised the fact that officials were looking down while people spoke, Mayor Hing explained:

"There's been two members of the public now address this commission, other commissioners, and myself. We're taking notes because we take what you say seriously."

He further explained that he would "take notes while people are speaking" and look up from time to time.

Later, during commissioner remarks at approximately 2:33:41, a member of the Commission similarly stated that members of the public had the privilege of speaking their minds and that "we are up here either taking notes or listening."

Those statements matter. They do not conclusively establish that every mark on every page is a public record, but they are evidence that at least some note-taking was being performed as part of receiving, listening to, documenting, or considering matters presented to the Commission in an official public meeting. That is precisely why my request called for a record-by-record inquiry rather than a categorical characterization of all notes as "personal."

3. THE DENIAL IS AMBIGUOUS ABOUT WHETHER THE NOTES PHYSICALLY DO NOT EXIST OR WERE LOCATED BUT CLASSIFIED AS NON-PUBLIC.

The response relies on two materially different concepts.

First, it certifies that the requested public records "do not exist" and says no responsive records were located. That is a nonexistence determination under MCL 15.235(5)(b).

Second, it cites Hopkins and explains why handwritten notes that do physically exist may nevertheless fall outside FOIA's definition of a public record.

Those are not interchangeable conclusions. If the City contacted Mayor Hing and each commissioner and determined that no responsive handwritten notes physically existed or remained in their possession, that is one factual scenario. If handwritten notes were located but the City decided they were personal rather than public records, that is a different legal determination that requires application of the official-function test to the facts surrounding the particular writings.

The appeal should therefore not be resolved by simply repeating that “no responsive public records” were found. The Commission should determine what search was actually performed and whether potentially responsive writings were excluded from the search results at the classification stage because officials or staff assumed that handwritten notes were categorically personal.

4. THE MOST LIKELY CUSTODIANS WERE IDENTIFIED IN THE REQUEST AND SHOULD BE INCLUDED IN THE SEARCH.

My August 5 request expressly asked the FOIA Coordinator to contact Mayor Hing and every commissioner who attended the August 3 meeting. Those officials are the obvious and most likely custodians of papers on which they themselves made handwritten notes during the meeting.

I am not asking the City to create a new record, answer interrogatories, or search limitless locations. I am asking it to conduct the search necessary to determine whether the specifically identified officials possess or retained the specifically described writings, and then to apply Michigan FOIA’s public-record definition to any writings located.

If the prior “thorough search” did not include the individual officials who publicly described themselves or the Commission as taking notes, the City should conduct that inquiry now on appeal.

5. MY REQUEST EXPRESSLY INCLUDED NOTES THAT WERE USED, REFERENCED, SHARED, RELIED UPON, OR RETAINED FOR CITY BUSINESS, EVEN IF OTHER NOTES WERE PURELY PERSONAL.

The request was not limited to notes that became part of formal minutes. It expressly sought responsive notes that were reviewed, referenced, relied upon, shared, circulated, discussed, transmitted, placed in City files, consulted when deciding whether to act, used to follow up on a public comment, or otherwise used or retained in the performance of a City function.

Hopkins itself recognizes that a writing can become a public record based upon the way it is used or possessed in the performance of an official function. Therefore, even if some notes from August 3 satisfy Hopkins’s personal-note facts, that would not justify withholding other notes that crossed the line into official use.

6. ANY EXEMPTION ANALYSIS IS DISTINCT FROM THE THRESHOLD “PUBLIC RECORD” QUESTION AND MUST BE APPLIED PARTICULARLY.

The August 11 denial did not invoke MCL 15.243(1)(m) or another substantive exemption. If the City now contends that a particular responsive public record contains advisory, preliminary, deliberative, or similar material, that is a separate statutory analysis from the threshold Hopkins question.

Any exemption should be identified specifically, supported as required by Michigan FOIA, and applied to the particular material withheld. Nonexempt and reasonably segregable material must be disclosed rather than withholding an entire page merely because some portion might qualify for an exemption. See MCL 15.244.

7. THE IDENTIFYING-INFORMATION PARAGRAPH IN THE DENIAL DOES NOT SUPPORT THIS DENIAL AS WRITTEN.

The denial also recites the statutory requirement that certain requesters provide a complete name, address, and contact information. My request, however, expressly invoked the indigency provision of MCL 15.234(2)(a), provided an indigency affidavit, and affirmed that I was not making the request in conjunction with an outside party offering payment or other remuneration.

MCL 15.233(1) expressly distinguishes an individual who qualifies as indigent under MCL 15.234(2)(a) from requesters subject to the complete-address requirement. If the City intended to reject my claimed indigency status, the August 11 response did not identify that as its determination or explain a basis for doing so. The generic identifying-information paragraph therefore should not be treated as an independent ground for denying the requested records.

8. THE CITY'S AUGUST 11 APPEAL INSTRUCTION APPEARS INCONSISTENT WITH THE CITY'S PUBLISHED FOIA POLICY.

The August 11 letter states that I may appeal the denial to the "head of this public body, City Manager." The City's currently published FOIA Policy, however, provides in Section VIII that a person whose request has been denied by the FOIA Coordinator may submit a written appeal to the Lapeer City Commission. The same policy designates the City Manager as FOIA Coordinator and provides for the Coordinator's processing and approval of denials.

I am therefore submitting this as an appeal to the Lapeer City Commission through the City Clerk and copying Acting City Manager Jeremy Howe. Please treat this filing as a timely and procedurally proper appeal under MCL 15.240 and the City's published policy. If the City believes a different official or body is legally designated to decide this appeal, please forward it immediately to that decision-maker and identify the authority for that position rather than requiring a duplicative filing.

REQUESTED RELIEF

For the reasons above, I respectfully request that the Lapeer City Commission:

1. REVERSE the August 11, 2026 denial of FOIA Request 2026-61;
2. DIRECT a renewed search that includes Mayor Hing and every City Commissioner who attended the August 3, 2026 meeting and the locations reasonably likely to contain their responsive meeting notes;
3. PRODUCE each responsive writing that was prepared, used, possessed, or retained in the performance of an official function, including responsive notes used or retained to document, consider, evaluate, remember, respond to, or follow up on public comments or other Commission business;
4. If any responsive material is withheld, ISSUE a particularized written determination stating the factual and legal basis for withholding it and disclose all reasonably segregable nonexempt material; and

5. PRESERVE all potentially responsive original pages, copies, scans, photographs, and other reproductions in their present condition pending final resolution of this administrative appeal and any judicial review.

Nothing in this appeal asks the City to disclose a genuinely personal writing merely because an elected official happened to create it during a meeting. The issue is narrower: Michigan FOIA does not permit the label “personal notes” to substitute for the factual inquiry that Hopkins itself requires, particularly where the officials publicly described the note-taking as part of listening to and taking seriously the public’s statements.

Please confirm receipt and ensure this appeal is presented to the City Commission in accordance with MCL 15.240 and Section VIII of the City’s FOIA Policy.

Sincerely,

Joey Ford



City Clerk's Office

August 11, 2026

Joey Ford

RE: 2026-61

Dear Mr. Ford:

The City of Lapeer has received your request for public records under the provisions of the Michigan Freedom of Information Act (FOIA), MCL 15.231 et seq.

Your request is denied.

To the best of the public body's knowledge, information, and belief, under the information provided by you or any other description reasonably known to the public body, the public records do not exist. A thorough search was conducted, and no responsive records were located.

Handwritten notes of a public official are not considered public records if taken for personal use and are not possessed or used by the public body in the performance of a public function. *Hopkins v Duncan Twp*, 294 Mich App 401; 812 NW2d 27 (2011).

Also, a request from a person, other than an individual who qualifies as indigent under section 4(2)(a), must include the requesting person's complete name, address, and contact information and, if the request is made by a person other than an individual, the complete name, address, and contact information of the person's agent who is an individual. An address must be written in compliance with United Postal Service addressing standards. Contact information must include a valid telephone number or electronic mail address.

Under FOIA, section 10, you have the right to submit a written appeal of the denial to the head of this public body, City Manager, or you may commence a civil action for judicial review of the denial. If you prevail in such action, the court may award attorney fees and costs.

The City of Lapeer FOIA procedures and guidelines can be accessed at [https://www.ci.lapeer.mi.us/manager/freedom_of_information_act_\(foia\).php](https://www.ci.lapeer.mi.us/manager/freedom_of_information_act_(foia).php).

Sincerely,

Romona Sanchez, CMC, MiPMC3
City Clerk
City of Lapeer

From: [Parent Data Force](#)
To: [Romona Sanchez](#)
Subject: FOIA Request – August 3, 2026 City Commission Notes and Complete Front-and-Back Page Images
Date: Wednesday, August 5, 2026 9:27:49 AM

Michigan FOIA Request

August 3, 2026 Lapeer City Commission meeting — handwritten notes and complete page images

Dear City Manager / FOIA Coordinator:

Please accept this as a written request under the Michigan Freedom of Information Act, **MCL 15.231 et seq.** I am submitting it by email through the City Clerk's Office because the City directs emailed FOIA requests there and designates the City Manager as FOIA Coordinator. Please promptly forward it to the appropriate person and confirm receipt.

RECORDS REQUESTED

I request copies of every sheet, page, note card, sticky note, notebook page, legal-pad page, agenda, agenda-packet page, handout, or other physical record on which Mayor Jeremy Hing or any member of the Lapeer City Commission made handwritten notes or any other markings during the regular City Commission meeting held Monday, August 3, 2026.

This includes every commissioner who attended the meeting, whether or not a particular official was clearly visible writing on the recording. It includes records created from the beginning through the conclusion of the meeting and specifically includes notes or markings made during, concerning, identifying, summarizing, characterizing, evaluating, or responding to public comments or individual public commenters.

RECORDED STATEMENTS CONFIRMING THE OFFICIAL PURPOSE OF THE NOTES

The City's meeting recording and YouTube-generated transcript contain multiple statements expressly connecting the note-taking to the Commission's receipt and

consideration of public comments.

At approximately **00:40:24** in Part 2, I commented that Mayor Hing was “barely looking up at your constituents when they speak.”

Later, after another public commenter asked Mayor Hing to look at her while she spoke, the transcript records Mayor Hing stating at approximately **02:13:52**:

“There’s been two members of the public now address this commission, other commissioners, and myself. We’re taking notes because we take what you say seriously.”

He continued that he looked up “from time to time to make contact” and then stated:

“I’ll take notes while people are speaking and I’ll look up from time to time.”

These statements are important because Mayor Hing used the plural “we,” expressly referenced “other commissioners, and myself,” and explained that the notes were being taken because the Commission took the commenters’ statements seriously. His explanation therefore concerned the Commission’s collective performance of its official role, not merely a private mnemonic habit unrelated to City business.

The point was confirmed again during commissioner remarks at approximately **02:33:41**, when a member of the Commission stated:

“You all have the privilege of speaking your mind, and we are up here either taking notes or listening.”

The timestamps are approximate and the transcript is auto-generated. This request does not depend upon perfect transcription. The audiovisual recording itself supplies the context and shows that Commission members publicly characterized the note-taking as part of listening to and taking seriously the public’s comments.

SCOPE OF “NOTES OR OTHER MARKINGS”

Please construe this request to include the entire contents and physical appearance

of each responsive page—not merely conventional written words. It includes, without limitation:

- handwriting, printing, cursive, shorthand, initials, names, numbers, and abbreviations;
- pictographs, drawings, sketches, diagrams, doodles, stick figures, maps, shapes, and other illustrations;
- arrows, checkmarks, stars, circles, boxes, brackets, lines, underlining, highlighting, bullet points, and symbols;
- strike-throughs, cross-outs, erasures, corrections, overwritten material, ink or pencil marks, and any visible indentations or impressions;
- marks in margins, headers, footers, corners, between printed text, or anywhere else on the sheet; and
- any other mark, notation, image, or meaningful content, whether legible, illegible, apparently unfinished, or believed to be unrelated.

FORM OF PRODUCTION — COMPLETE FRONT AND BACK OF EVERY PAGE

Please provide a complete, uncropped, full-color digital image or scan of the **FRONT AND BACK** of every responsive sheet, including the reverse side even if the City or the author believes it is blank.

Each image must show the entire physical page, including all four borders or edges, all corners, margins, holes, folds, tears, staples or staple marks, tabs, page numbers, and blank or unused areas. Please do not crop to the handwriting, omit blank areas, remove the background, convert the image to black and white, retype or recreate the notes, or substitute a transcription, summary, OCR text, excerpt, or description for an image of the original record.

Please preserve and produce the pages in their original sequence and identify the official who authored each page, if known from the record or ordinary recordkeeping. If notes were written on an agenda, packet, handout, or other preexisting document, please provide the entire page—not merely the portion containing handwriting.

Please provide the records electronically by email or secure download link in PDF, TIFF, PNG, or JPEG format, at the original or highest reasonably available resolution.

PUBLIC-RECORD BASIS

Michigan FOIA defines a “public record” as a writing prepared, owned, used, possessed, or retained by a public body in the performance of an official function.

MCL 15.232. The statutory definition of “writing” includes handwriting, pictures, symbols, and combinations of those forms.

I recognize that *Hopkins v. Duncan Township*, 294 Mich App 401 (2011), held that notes shown to be strictly personal, uncirculated, unused in preparing minutes or performing official functions, and retained or destroyed solely at the author’s discretion were not public records. But Hopkins also explains that individual notes taken by a decision-maker on a governmental issue are public records when taken in furtherance of an official function.

The facts publicly stated at this meeting materially distinguish this request from a categorical request for strictly private notes. Mayor Hing and another Commission member affirmatively characterized the note-taking as part of listening to, taking seriously, and receiving statements from public commenters. Those are official Commission functions. Please therefore do not apply a blanket “personal notes” label merely because an elected official physically wrote the notes or retained possession of the paper.

Please produce all responsive notes that were prepared as part of listening to, documenting, understanding, evaluating, or following up on public comments, or that were reviewed, referenced, relied upon, shared, circulated, discussed, transmitted, placed in City files, consulted in deciding whether to act, used to follow up on a public comment, or otherwise used or retained in the performance of a City function.

Please have the FOIA Coordinator contact Mayor Hing and every City Commissioner who attended the August 3 meeting and conduct a record-by-record inquiry rather than limiting the search to the Clerk’s central files. This request includes responsive public records maintained by an official outside City Hall or among mixed personal materials when the record was prepared, used, possessed, or retained in the performance of an official City function.

If the City contends that any responsive page is not a public record or is exempt, please provide a written partial denial identifying the specific legal and factual basis for withholding that particular record. Please also disclose all reasonably segregable

nonexempt material. A transcription or generalized assurance about the notes is not a substitute for the requested complete images.

PRESERVATION

Because handwritten meeting notes may otherwise be discarded, erased, altered, separated from their context, or overwritten, please immediately notify Mayor Hing and every City Commissioner who attended the August 3 meeting to preserve every potentially responsive original page in its present condition, including both sides, pending completion of this request and any administrative or judicial review.

INDIGENCY AFFIDAVIT AND FEE-WAIVER REQUEST

Under **MCL 15.234(2)(a)**, I request the required waiver of the first \$20.00 of any fee. I, Joey Ford, affirm that I am indigent and unable to pay the costs of this request. I have very limited financial resources and support two children with significant disabilities. Both of my children are autistic, and one also has Down syndrome. Payment of FOIA fees would interfere with my ability to meet basic household and caregiving expenses.

I further affirm that I am not making this request in conjunction with any outside party offering or providing me payment or other remuneration to submit it. The foregoing statements are true and are submitted as my indigency affidavit for purposes of **MCL 15.234(2)(a)**.

I also request a complete discretionary waiver or reduction of any remaining fees because disclosure will primarily benefit the general public by showing how elected officials receive, document, and potentially act upon comments made in an open public meeting. The request is limited to one meeting and a discrete category of records, and electronic production should minimize costs.

Please do not incur or assess any charge beyond the applicable waiver without first providing a detailed written itemization and receiving my express written authorization. I do not agree in advance to pay any fee.

Please acknowledge receipt and respond within the time required by Michigan FOIA.

Sincerely,
Joey Ford



ITEM J-1

To: Mayor and City Commission
Date: September 21, 2026
RE: Boards & Commissions Appointments

MAYORAL APPOINTMENT

BOARD OR COMMISSION	MEMBER NAME	CURRENT TERM EXPIRES	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
Construction Board of Review	Vacancy Vacancy Vacancy	Jul 1, 2028 Jul 1, 2028 Jul 1, 2028	2 Year 2 Year 2 Year		Awaiting Recommendation
County Center Board	Vacancy	Jan 1, 2027	1 Year		Awaiting Recommendation
Local Development Finance Authority	Vacancy	Aug 1, 2027	4 Year		Awaiting Recommendation
Local Officers Compensation Commission	Vacancy	Oct 1, 2030	5 Year		Awaiting Recommendation
Park Board	Vacancy Vacancy	April 1, 2028 April 1, 2029	3 Year 3 Year		Awaiting Recommendation

COMMISSION APPOINTMENTS

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

The following individuals have applied to a Board or Commission:

RESIGNATIONS:

Donald Dube has resigned from the Local Development Finance Authority.

SUGGESTED MOTION:

To accept the resignation of Donald Dube from the Local Development Finance Authority and declare the seat vacant.

<u>Board/Commission:</u>	<u>Name:</u>	<u>Application Submitted:</u>	<u>Current Term Ends:</u>
Mayoral Appointments:			
Construction Board of Review	Brian Britton	04/15/2026	07/01/2026
Construction Board of Review	Jacqueline Hoist	04/21/2026	N/A
Park Board	Gerald Gaecke	08/06/2026	N/A
Park Board	Linda Glisman	08/14/2026	N/A
Park Board	Anne Shenck	08/03/2026	N/A

Current Board Members seeking reappointment:
None.

Applications submitted for Board with NO Vacancy:

EDC/TIFA/Brownfield	Anne Shenck	04/21/2026	N/A
Planning Commission	Andrew Johnson	08/26/2026	N/A

Commission Appointments:

Zoning Board of Appeals	Timothy Galbraith	07/31/2026	N/A
Zoning Board of Appeals	Gerald Gaecke	08/06/2026	N/A
Zoning Board of Appeals	Didrik Krogh	08/21/2026	N/A

Current Board Members seeking reappointment:
None.



3171 John Conley Drive • P.O. Box 56 • Lapeer, MI 48446 • 810-667-0634 • Fax 810-667-3130

Art Sieting
Lapeer Development Finance Authority
449 McCormick Drive
Lapeer, MI 48446

Dear Art,

Please accept this letter as my formal resignation from the Board, effective immediately. Thank you for the opportunity to serve. I wish the Board continued success in the future.

Sincerely,

A handwritten signature in blue ink that reads "Donald Dube, Inc." in a cursive script.

Donald Dube
President, Vidon Plastics



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

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

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

GENERAL CONTRACTOR FOR OVER 30 YEARS

EXPERIENCED IN RESIDENTIAL AND COMMERCIAL

Applicant Information:

Print Name: BRIAN BRITTON
(First) (Last)

Street Address: _____

Home Phone: (_____) Cell Phone: _____

Email: FAMILYBUILDINGCOMPANY@GMAIL.COM

Employer: SELF EMPLOYED Occupation: GENERAL CONTRACTOR

Educational Background: GRADUATED HIGH SCHOOL

Community Activities and/or Work Experience: 3RD GENERATION BUILDER



Signature

4/15/2026
Date

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

RECEIVED
APR 15 2026
CITY MANAGER
LAPEER, MI



Application for Boards and/or Commissions

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☐ County Center Board	☐ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	☐ Lapeer Housing Board of Appeals	

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

I am a licensed architect and certified ICC building inspector, familiar with the building codes. I think that I could be of assistance in reviewing appeals that come before the Construction Board of Review. I am also familiar with the City of Lapeer and have designed renovations for a number of buildings in the city.

Applicant Information:

Print Name: Jacqueline

Hoist

(First)

(Last)

Street Address:

Home Phone:

Email:

Employer: H2A Architects

Occupation: Architect

Educational Background:

Masters Degree from U of M - Architecture

Community Activities and/or Work Experience:

38 years in the architectural field. 25 years was at THA Architects and the past 13 years have been in my own firm H2A Architects.

Current - Davison Township DDA Board, Davison (City) Planning Commission.

Past - American Institute of Architects Flint Chapter Board, Davison Township Planning Commission, State of MI Bureau of Fire Safety board.

Jacqueline Hoist

4-20-2026

Signature

Date

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

RECEIVED

APR 21 2026

CITY MANAGER
LAPEER, MI

emailed to mayor 4-21-26



Application for Boards and/or Commissions

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☐ County Center Board	☐ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	☐ Lapeer Housing Board of Appeals	

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

The reason why i would like to serve on the Park Board is because I would like to help the parks team including, making the parks more beautiful, educational and accessible.
 Our parks are very nice right now but I believe everything can be improved upon.
 I believe I can bring some volunteers to help with the projects.

Applicant Information:

Print Name: Linda Glisman
 (First) (Last)

Street Address: 359 Golfside Drive, Lapeer MI 48446
 Cell Phone: .

Employer: retired Occupation: Teacher/Congresional Aide

Educational Background:

WSU: BA, MED, Oakland U: Worked on Doctoral Program in Leadership

Community Activities and/or Work Experience:

America 250, Project Lilacs, various others including church work and political organizations.

Linda Glisman

Signature

August 14, 2026

Date

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



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☐ Center for the Arts of Greater Lapeer	☐ Income Tax Board of Review	☒ Park Board - added 8-3-2026. permanent
☐ Construction Board of Review	☐ Lapeer Building Authority	☒ Planning Commission
☐ County Center Board	☐ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	☐ Lapeer Housing Board of Appeals	

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

Applicant Information:

Print Name: ANNE (First) Shenck (Last)

Street Address: _____
 Home Phone: _____ Cell Phone: _____
 Email: _____
 Employer: Retired Occupation: RV

Educational Background: ADN- Univ of AK, BSN- U of MI- Flint MA - MSU emphasis on public relations

Community Activities and/or Work Experience: see attached also
BCLS, Neonatal Resuscitation & Fetal Monitor certifications until Retired

Anne L Shenck
 Signature

April 6, 2026
 Date

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

APR 21 2026
 CITY MANAGER
 LAPEER, MI

APR 21 2026
 CITY CLERK

Relevant Experience

- moved to Lapeer in 1980 to a federally registered historical landmark "The Eagle Tavern". Worked to restore and maintain historical status
- 1983/84 attended MSU extension course Building Leadership in Tourism: attended the Arkansas section; at the end of year long course was nominated by my group to do the Report of our findings to the state Tourism board
- attended sessions of MI congress as representative of group fighting the location of tri-county prison in Lapeer
- was on cemetery board
- Ran for mayor (88/89) - several of my platform goals were adopted
- member of Lapeer 2000 - co-chair of Housing/Land Use Task force
- appointed to Planning Commission (did not resign was forced to leave)
- currently on zoning board
- President/Treasurer of JW Shenck, DMD, PC from 2000 until closure in 2018
- First faculty advisor to MI student nurses association appointed by the state student nurses - served for 2 years

Reason

From school age on I have felt a responsibility to contribute. During my senior senior year of high school the phrase: government of the people, by the people, for the people requires accountability from each capable citizen. The history of Lapeer is unique and I feel privileged to be able to contribute as well as preserve it. During my campaign for mayor I became aware of the intricacies and impact an individual can contribute to local government. I felt my varied background would be most beneficial to the planning commission. I asked mayor Belhausen and he gave me the appointment. I believe my most valuable asset to the planning commission is my lack of ties to any one local entity and my devotion to listening and responding to the citizens concerns over any special groups/individuals.

Dana Jansen

From: Samantha Fountain
Sent: Monday, August 3, 2026 1:20 PM
To: Romona Sanchez
Cc: Dana Jansen
Subject: Board application - addition for Anne Shenck

Categories: Boards&Commissions

Hello there,

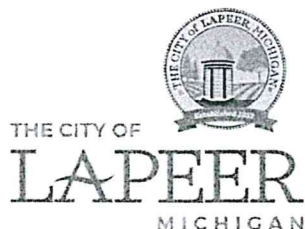
Ms. Shenck called me and asked to add "Park board" to the boards she'd like to be added to. Your phone line was busy, so she asked me to share that message with you.

I

Thanks,

Samantha Fountain, CECd
Community and Economic Development Director
Building, Planning & Zoning Department
576 Liberty Park, Lapeer, MI 48446
Planning: 810-664-4553
Cell: 810-705-3958





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

See Attachment

Applicant Information:

RECEIVED

Print Name: Gerald Gaecke
 (First) (Last)

AUG 06 2026

Street Address: 85 Rosemay Street

CITY MANAGER
 LAPEER, MI

Cell Phone:

Employer: Henry Ford Health system

Occupation: Cloud Architect

Educational Background:

College Graduate

Community Activities and/or Work Experience:

See Attachment

8.05.2026

Date

Signature

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

I am interested in serving on the Zoning Board of Appeals and the Parks and Recreation Board because I care about the future of Lapeer and want to help make sure our community continues to grow in a thoughtful and responsible way. Whether it's new development, preserving green space, or improving our parks, I believe it's important to make decisions that benefit both today's residents and future generations.

For the past two years, I have served on the Tax Increment Finance Authority (TIFA) Board, where I've gained firsthand experience working through public meetings, reviewing proposals, evaluating investments in our community, and collaborating with city staff, elected officials, and fellow board members. That experience has given me a strong understanding of how local government works and the importance of balancing community input with sound, long-term decision making.

Professionally, I work as a **Cloud Architect**, where my job requires me to analyze complex information, evaluate risks, apply standards consistently, and solve problems with both technical and practical considerations in mind. Those are the same skills I would bring to reviewing zoning variances or helping guide decisions that affect our parks and public spaces. I believe in making decisions based on facts, fairness, and the intent of the ordinances, while also understanding the real-world impact those decisions have on residents.

Outside of work, I serve as Vice President of the Red Fox Cycling Club and am actively involved in organizing group rides, races, trail advocacy, volunteer projects, and community events. I've worked closely with local organizations to promote cycling, improve trail access, and encourage more people to enjoy our parks and outdoor spaces.

As a father of young children, I also spend a lot of time in our local parks. That gives me a perspective not only as an outdoor enthusiast but also as a parent who understands the importance of safe, accessible, and well-maintained recreational spaces for families. I believe quality parks and trails improve the health, quality of life, and overall appeal of our community while also contributing to economic development and making Lapeer an even better place to live.

If appointed, I would approach the position with an open mind, a willingness to listen, and a commitment to making thoughtful, well-informed decisions. I enjoy finding practical solutions, working collaboratively, and giving back to the community that my family and I call home.

It would be an honor to continue serving the City of Lapeer, whether on the Zoning Board of Appeals or the Parks and Recreation Board. I believe my experience on the TIFA Board, my professional background as a Cloud Architect, my involvement in the local cycling community, and my perspective as a parent would allow me to make a positive contribution to either board.



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☐ District Library Board	☐ Lapeer Housing Board of Appeals	

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

I WANT TO SERVE LAPEER. I PAY CLOSE ATTENTION TO LOCAL GOVERNMENT AND AM WILLING TO DO THE WORK TO BE AN INFORMED, INDEPENDENT - THINKING CONTRIBUTING MEMBER OF THE ZBA.

RECEIVED
JUL 31 2026
CITY CLERK
LAPEER

Applicant Information:

Print Name: Timothy GALBRAITH
(First) (Last)

Street Address: _____

Home Phone: _____ Cell Phone: _____

Email: _____

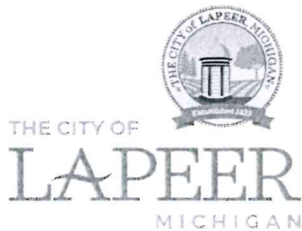
Employer: ICNN Occupation: STREET OUTREACH COORDINATOR

Educational Background: SOME COLLEGE

Community Activities and/or Work Experience: DIRECTOR OF THE GOLDEN ARROW FROM 2019

Signature: [Signature] Date: 7.31.26

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



Application for Boards and/or Commissions

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☐ District Library Board	☐ Lapeer Housing Board of Appeals	

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

I wish to help the city zoning commission with wise choices and deliberations for zoning, especially since the city is going to have a new Master Plan.

I believe I have an abundance of experience in city growth, planning and zoning from my varied professional experiences

Applicant Information:

Print Name: Didrik "Rik" Krogh
 (First) (Last)

Street Address: _____

Employer: Retired Occupation: Appraiser, Realtor, Licensed Inspector

Educational Background:

Wayne State University, Tampa University, National University, Masters of Arts in Management, BA National U.,

Community Activities and/or Work Experience:

Expert Witness Testimony, Adjunct Professor- instruction in real estate courses. Lions Club, America 250 committee,

Didrik Krogh

Signature

August 21, 2026

Date

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



ITEM K-1

To: Mayor and City Commission
Date: September 21, 2026
RE: MONTHLY OPERATIONAL REPORTS

CITY DEPARTMENTS:

- 1. BUILDING DEPARTMENT**
- 2. FINANCIAL SERVICES DEPARTMENT**
 - A. ASSESSING DIVISION
 - B. INCOME TAX DIVISION
 - C. ACCOUNTING/DATA PROCESSING DIVISION
- 3. FIRE AND RESCUE DEPARTMENT**
- 4. HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT**
 - A. LAPEER HOUSING COMMISSION (LHC)
 - B. LAPEER NEIGHBORHOOD'S INC (LNI)
- 5. PLANNING DEPARTMENT**
 - A. DEVELOPMENT ACTIVITIES
- 6. POLICE DEPARTMENT**
 - A. POLICE
 - B. ORDINANCE ENFORCEMENT
 - C. PARKING DIVISION
- 7. PUBLIC WORKS DEPARTMENT**
 - A. SEWER UTILITY DIVISION
 - B. STREET DIVISION
 - C. WATER DIVISION
 - D. WASTEWATER DIVISION
- 8. CITY CLERK'S OFFICE**
 - A. CEMETERY / VOTER INFORMATION
 - B. MARIJUANA MONTHLY REPORT
- 9. PARKS, RECREATION & CEMETERY DEPARTMENT**



ITEM K-1

To: Mayor and City Commission
Date: September 21, 2026
RE: Purchases, Bids, and Contracts awarded

Per Section VII. Awarding of Bids and Contracts, the City Manager shall approve purchases, bids and contracts that pertain to equipment purchases, vehicle purchases or purchases made for the City's fleet maintenance system which are over the value of \$20,000 and up to \$100,000 and which have been approved within the current fiscal year budget. The City Manager and Departments will report to the Commission each month any purchases that have been approved per Section VII.

Date Approved	CIP#	Description	Vendor	Amount	# of bids or quotes obtained
9/1/2026	23085	Secondary Containment Coating	Advanced Rehabilitation Technology	\$29,450.00	3
9/1/2026	23065	TACO Boiler Pump	Johnson & Wood	\$24,003.35	1 (proprietary)
9/1/2026	23076	Prison Lift Station Pumps	Smith & Loveless	\$43,036.20	3
9/1/2026	22914	Secondary Effluent Pumps	Smith & Loveless	\$71,139.00	3



ITEM K-1

To: Mayor and City Commission
Date: September 21, 2026
RE: Purchases, Bids, and Contracts awarded

Per Section VII. Awarding of Bids and Contracts, the City Manager shall approve purchases, bids and contracts that pertain to equipment purchases, vehicle purchases or purchases made for the City's fleet maintenance system which are over the value of \$20,000 and up to \$100,000 and which have been approved within the current fiscal year budget. The City Manager and Departments will report to the Commission each month any purchases that have been approved per Section VII.

Date Approved	CIP#	Description	Vendor	Amount	# of bids or quotes obtained
9/1/2026	23085	Secondary Containment Coating	Advanced Rehabilitation Technology	\$29,450.00	3
9/1/2026	23065	TACO Boiler Pump	Johnson & Wood	\$24,003.35	1 (proprietary)
9/1/2026	23076	Prison Lift Station Pumps	Smith & Loveless	\$43,036.20	3
9/1/2026	22914	Secondary Effluent Pumps	Smith & Loveless	\$71,139.00	3

Monthly Rental Certificates

BUILDING DEPARTMENT
576 LIBERTY PARK
LAPEER, MI 48446
810-245-9621

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
605 N CALHOUN ST 1	TRULY IN LAPEER LLC	CR26-0004	Certified	08/26/2026	12/10/2027	430.00
605 N CALHOUN ST 2	TRULY IN LAPEER LLC	CR26-0005	Certified	08/26/2026	12/10/2027	320.00
109 S SAGINAW ST 1	TRULY IN LAPEER LLC	CR26-0012	Certified	08/26/2026	12/10/2027	240.00
109 S SAGINAW ST 2	TRULY IN LAPEER LLC	CR26-0013	Certified	08/26/2026	12/10/2027	50.00
611 LOUIS C CRAMTON ST	LAPEER FAMILY RENTALS LL	CR26-0149	Certified	08/20/2026	03/11/2028	140.00
31001 VILLAGE WEST DR BLDG 3	PINES LAPEER WEST LLC	CR26-0239	Certified	08/26/2026	03/26/2028	570.00
31002 VILLAGE WEST DR BLDG 3	PINES LAPEER WEST LLC	CR26-0240	Certified	08/26/2026	03/26/2028	140.00
31005 VILLAGE WEST DR BLDG 3	PINES LAPEER WEST LLC	CR26-0243	Certified	08/26/2026	03/26/2028	140.00
31006 VILLAGE WEST DR BLDG 3	PINES LAPEER WEST LLC	CR26-0244	Certified	08/26/2026	08/26/2028	140.00
32001 VILLAGE WEST DR BLDG 3	PINES LAPEER WEST LLC	CR26-0245	Certified	08/26/2026	08/26/2028	140.00
32002 VILLAGE WEST DR BLDG 3	PINES LAPEER WEST LLC	CR26-0246	Certified	08/26/2026	08/26/2028	140.00
32005 VILLAGE WEST DR BLDG 3	PINES LAPEER WEST LLC	CR26-0249	Certified	08/26/2026	08/26/2028	140.00
32006 VILLAGE WEST DR BLDG 3	PINES LAPEER WEST LLC	CR26-0250	Certified	08/26/2026	08/26/2028	140.00
220 W PARK ST	MAGNUSON, DANIELLE & KA	CR26-0332	Certified	08/31/2026	03/28/2028	225.00
521 FOX ST	ULMER, BARBARA M	CR26-0355	Certified	08/05/2026	05/04/2028	330.00
523 N MADISON ST 2	HUTCHINS, WILLIAM J & STE	CR26-0359	Certified	08/05/2026	06/05/2028	140.00
2444 W GENESEE ST	EMOCK HOLDINGS LLC	CR26-0368	Certified	08/12/2026	06/01/2028	240.00
1106 W PARK ST	MENZ LLC	CR26-0371	Certified	08/31/2026	06/17/2028	240.00
1108 W PARK ST	MENZ LLC	CR26-0372	Certified	08/12/2026	06/17/2028	140.00
829 CEDAR ST	MARQUARDT, DANIEL LYNN	CR26-0375	Certified	08/26/2026	07/24/2028	150.00
228 HOWARD ST	CALHOUN APARTMENTS LLC	CR26-0377	Certified	08/05/2026	08/05/2028	150.00
232 HOWARD ST	CALHOUN APARTMENTS LLC	CR26-0378	Certified	08/05/2026	08/05/2028	50.00
209 HIGGINS ST	SMITH, JAMES	CR26-0387	Certified	08/12/2026	07/27/2028	150.00

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
1264 SECOND ST	SWAN GAGER, JENNIFER & S	CR26-0391	Certified	08/05/2026	07/23/2028	150.00
1677 WOOD BRIDGE PARK AVE 101	IVY TERRACE LAPEER LLC	CR26-0392	Certified	09/02/2026	09/02/2028	750.00
1677 WOOD BRIDGE PARK AVE 102	IVY TERRACE LAPEER LLC	CR26-0393	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 103	IVY TERRACE LAPEER LLC	CR26-0394	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 104	IVY TERRACE LAPEER LLC	CR26-0395	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 105	IVY TERRACE LAPEER LLC	CR26-0396	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 106	IVY TERRACE LAPEER LLC	CR26-0397	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 107	IVY TERRACE LAPEER LLC	CR26-0398	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 108	IVY TERRACE LAPEER LLC	CR26-0399	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 109	IVY TERRACE LAPEER LLC	CR26-0400	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 110	IVY TERRACE LAPEER LLC	CR26-0401	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 111	IVY TERRACE LAPEER LLC	CR26-0402	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 112	IVY TERRACE LAPEER LLC	CR26-0403	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 113	IVY TERRACE LAPEER LLC	CR26-0404	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 114	IVY TERRACE LAPEER LLC	CR26-0405	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 115	IVY TERRACE LAPEER LLC	CR26-0406	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 201	IVY TERRACE LAPEER LLC	CR26-0407	Certified	09/02/2026	09/02/2028	150.00
1677 WOOD BRIDGE PARK AVE 202	IVY TERRACE LAPEER LLC	CR26-0408	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 203	IVY TERRACE LAPEER LLC	CR26-0409	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 204	IVY TERRACE LAPEER LLC	CR26-0410	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 205	IVY TERRACE LAPEER LLC	CR26-0411	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 206	IVY TERRACE LAPEER LLC	CR26-0412	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 207	IVY TERRACE LAPEER LLC	CR26-0413	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 208	IVY TERRACE LAPEER LLC	CR26-0414	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 209	IVY TERRACE LAPEER LLC	CR26-0415	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 210	IVY TERRACE LAPEER LLC	CR26-0416	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 211	IVY TERRACE LAPEER LLC	CR26-0417	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 212	IVY TERRACE LAPEER LLC	CR26-0418	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 213	IVY TERRACE LAPEER LLC	CR26-0419	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 214	IVY TERRACE LAPEER LLC	CR26-0420	Certified	09/02/2026	09/02/2028	50.00

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
1677 WOOD BRIDGE PARK AVE 215	IVY TERRACE LAPEER LLC	CR26-0421	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 216	IVY TERRACE LAPEER LLC	CR26-0422	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 217	IVY TERRACE LAPEER LLC	CR26-0423	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 301	IVY TERRACE LAPEER LLC	CR26-0424	Certified	09/02/2026	09/02/2028	150.00
1677 WOOD BRIDGE PARK AVE 302	IVY TERRACE LAPEER LLC	CR26-0425	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 303	IVY TERRACE LAPEER LLC	CR26-0426	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 304	IVY TERRACE LAPEER LLC	CR26-0427	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 305	IVY TERRACE LAPEER LLC	CR26-0428	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 306	IVY TERRACE LAPEER LLC	CR26-0429	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 307	IVY TERRACE LAPEER LLC	CR26-0430	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 308	IVY TERRACE LAPEER LLC	CR26-0431	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 309	IVY TERRACE LAPEER LLC	CR26-0432	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 310	IVY TERRACE LAPEER LLC	CR26-0433	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 311	IVY TERRACE LAPEER LLC	CR26-0434	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 312	IVY TERRACE LAPEER LLC	CR26-0435	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 313	IVY TERRACE LAPEER LLC	CR26-0436	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 314	IVY TERRACE LAPEER LLC	CR26-0437	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 315	IVY TERRACE LAPEER LLC	CR26-0438	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 316	IVY TERRACE LAPEER LLC	CR26-0439	Certified	09/02/2026	09/02/2028	50.00
1677 WOOD BRIDGE PARK AVE 317	IVY TERRACE LAPEER LLC	CR26-0440	Certified	09/02/2026	09/02/2028	50.00
2055 CARRIAGE HILL CR	BRANG SCOTT LLC	CR26-0447	Certified	08/12/2026	08/12/2028	0.00
2089 CARRIAGE HILL CR	BRANG SCOTT LLC	CR26-0448	Certified	08/12/2026	08/12/2028	0.00
2092 CARRIAGE HILL CR	BRANG SCOTT LLC	CR26-0449	Certified	08/12/2026	08/12/2028	0.00
2093 CARRIAGE HILL CR	BRANG SCOTT LLC	CR26-0450	Certified	08/12/2026	08/12/2028	0.00
2096 CARRIAGE HILL CR	BRANG SCOTT LLC	CR26-0451	Certified	08/12/2026	08/12/2028	0.00
2102 CARRIAGE HILL CR	BRANG SCOTT LLC	CR26-0452	Certified	08/12/2026	08/12/2028	0.00
2106 CARRIAGE HILL CR	BRANG SCOTT LLC	CR26-0453	Certified	08/12/2026	08/12/2028	0.00
2110 CARRIAGE HILL CR	BRANG SCOTT LLC	CR26-0454	Certified	08/12/2026	08/12/2028	0.00
2114 CARRIAGE HILL CR	BRANG SCOTT LLC	CR26-0455	Certified	08/12/2026	08/12/2028	0.00

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
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Total # of Certificates:	82
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Total Amount Billed:	\$8045.00
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Population: All Records

Certificate.DateIssued Between 8/4/2026 12:00:00 AM AND
9/8/2026 11:59:59 PM AND

Certificate.Status = Certified AND

Certificate.CertType = Rental

Permit Summary Report

09/08/26

Building Department
576 Liberty Park
Lapeer, MI 48446
810-245-9621

DATE ISSUED	PERMIT TYPE	PERMIT CATEGORY	ADDRESS	FEES PAID	STATUS
08/04/2026	Mechanical	Mechanical	376 DEVONSHIRE DR	\$485.00	ISSUED
08/04/2026	Porch >200SqFt	Porch >200SqFt	281 DEVONSHIRE DR	\$630.00	ISSUED
08/05/2026	Building	Residential Add/Alter/Repair	506 E OREGON ST	\$190.00	ISSUED
08/05/2026	Plumbing	Plumbing	230 N SAGINAW ST	\$198.00	ISSUED
08/05/2026	Basement Waterproofing	Basement Waterproofing	230 N SAGINAW ST	\$640.00	ISSUED
08/05/2026	Plumbing	Plumbing	42 N ELM ST	\$562.00	ISSUED
08/06/2026	Building	Deck	720 FOURTH ST	\$630.00	ISSUED
08/10/2026	R.O.W.	Right of Way	1065 BARRY DR	\$14,500.00	ISSUED
08/10/2026	R.O.W.	Right of Way	1290 N SAGINAW ST	\$16,500.00	ISSUED
08/10/2026	R.O.W.	Right of Way	311 MANSFIELD DR	\$11,000.00	ISSUED
08/11/2026	Mechanical	Mechanical	362 DEVONSHIRE DR	\$396.00	ISSUED
08/11/2026	Mechanical	Mechanical	390 DEVONSHIRE DR	\$306.00	ISSUED
08/11/2026	Electrical	Electrical	1897 RUSTIC DR	\$709.00	ISSUED
08/12/2026	Electrical	Electrical	1397 LINCOLN ST	\$189.00	ISSUED
08/12/2026	R.O.W.	Right of Way	507 CEDAR ST	\$250.00	ISSUED
08/17/2026	Deck >200SqFt	Deck >120SqFt	822 PEPPERMILL CIR	\$630.00	ISSUED
08/17/2026	Temporary Sign	Temporary Sign	1040 S MAIN ST	\$61.00	ISSUED
08/18/2026	Res Add/Alter/Repair	Res Addition	302 DEVONSHIRE DR	\$855.00	ISSUED
08/18/2026	Mechanical	Mechanical	105 HARTLEY ST	\$189.00	ISSUED
08/18/2026	Fence	Fence	724 PEPPERMILL CIR	\$90.00	ISSUED
08/18/2026	Mechanical	Mechanical	265 DEVONSHIRE DR	\$189.00	ISSUED
08/18/2026	Electrical	Electrical	265 DEVONSHIRE DR	\$230.00	ISSUED
08/20/2026	Electrical	Electrical	260 S MAIN ST	\$279.00	ISSUED
08/20/2026	Sign	Monument	260 S MAIN ST	\$720.00	ISSUED
08/20/2026	Building	Acessory Building	525 N MONROE ST	\$765.00	ISSUED
08/20/2026	R.O.W.	Right of Way	106 N CALHOUN ST	\$16,500.00	ISSUED
08/20/2026	R.O.W.	Right of Way	1317 W OREGON ST	\$12,500.00	ISSUED
08/20/2026	Demolition	Residential Demo	384 EAGLE PASS	\$522.00	ISSUED
08/20/2026	Res New Construction	Res New Construction	384 EAGLE PASS	\$2,237.00	ISSUED

Permit Summary Report

09/08/26

Building Department
576 Liberty Park
Lapeer, MI 48446
810-245-9621

DATE ISSUED	PERMIT TYPE	PERMIT CATEGORY	ADDRESS	FEES PAID	STATUS
08/20/2026	R.O.W.	New Construction Home	384 EAGLE PASS	\$250.00	ISSUED
08/20/2026	Water	Water	384 EAGLE PASS	\$250.00	ISSUED
08/24/2026	Com New Building	Comm New Building	1245 IMLAY CITY RD	\$640.00	ISSUED
08/24/2026	Res Add/Alter/Repair	Res Alteration	1270 W OREGON ST	\$640.00	ISSUED
08/25/2026	Electrical	Electrical	1677 WOOD BRIDGE PARK AVE	\$464.00	ISSUED
08/26/2026	Mechanical	Mechanical	666 ROLLING HILLS LN 2	\$308.00	ISSUED
08/26/2026	Compliance	Certificate of Compliance/Occu	359 W NEPESSING ST E - 5	\$90.00	ISSUED
08/27/2026	Building	Roof	244 S COURT ST	\$575.00	ISSUED
08/27/2026	Mechanical	Mechanical	1241 W GENESEE ST	\$426.00	ISSUED
08/27/2026	Mechanical	Mechanical	3363 WHISPER RIDGE DR	\$306.00	ISSUED
08/27/2026	Plumbing	Plumbing	317 DEVONSHIRE DR	\$210.00	ISSUED
08/27/2026	Compliance	Certificate of Compliance/Occu	3056 DAVISON RD 1	\$90.00	ISSUED
08/27/2026	Fence	Fence	761 PEPPERMILL CIR	\$90.00	ISSUED
08/31/2026	Window	Replacement	618 EASTWAY CR	\$280.00	ISSUED
09/01/2026	Compliance	Shed	462 GOLFSIDE DR	\$135.00	ISSUED
09/02/2026	Sign	Refacing	140 S MAIN ST 2	\$280.00	ISSUED
09/02/2026	Compliance	Certificate of Compliance/Occu	206 E NEPESSING ST	\$90.00	ISSUED
09/02/2026	Roof / Siding	Roof	1282 PINE ST	\$370.00	ISSUED
09/03/2026	Sign	Wall Sign	433 N CALHOUN ST	\$280.00	ISSUED
09/03/2026	Mechanical	Mechanical	101 DEVONSHIRE DR	\$295.00	ISSUED
09/03/2026	Compliance	Certificate of Compliance/Occu	1291 IMLAY CITY RD	\$90.00	ISSUED
09/03/2026	Fire Alarm	Fire Alarm	1375 N MAIN ST	\$630.00	ISSUED
09/08/2026	Compliance	Porch	648 N CALHOUN ST	\$180.00	ISSUED

TOTAL FEES PAID: \$89,921.00



Item K-1-2-A

To: Jeremy Howe, Acting City Manager
C.C. City Commission
From: Christopher Mattei, Deputy Assessor
Date: September 1, 2026
RE: Monthly Departmental Report

ASSESSING DEPARTMENT CONCENTRATION:

- All Property Transfers received are processed and are currently up to date. Deeds have been processed through August.

Current Deed breakdown:

Deeds	August	Vacant Land	New Construction	Prior Month
Transfers	19	1	0	8
Non-Transfers	3	0	0	4
Forcl/Redempt	0	0	0	0
Total	22	1	0	12

- The Department is currently working on the 2027 assessments. The staff are currently working on Transfer/Exemption affidavits, field work, address assignments, and record maintenance.
- There are currently three 2026 Michigan Tax Tribunals pending for the City of Lapeer. The outcomes of each of these tribunals will be included in a future report once they are resolved.
- We assist departments, property owners, realtors and appraisers with questions and concerns as well as processing address and lot split requests.
- Please contact me or Ben Griffin if you have any questions or concerns.



Item K-1-2-B

To: Jeremy Howe, Acting City Manager
From: Kelly Hanna, Director of Financial Services
Date: September 8, 2026
RE: Income Tax Monthly Report for August 2026

CITY OF LAPEER
Monthly Financial Statement
Income Tax Department
August 2026

Fiscal Year	Net Monthly Income	Net Total Yr-to-date	Original Budget for year	Current Budget for year	Actual Total for year	Excess (Deficit) Revenue
2016/17	\$378,316	\$611,857	\$3,065,000	\$3,065,000	\$3,212,298	\$147,298
2017/18	\$130,622	\$640,583	\$3,165,000	\$3,165,000	\$3,349,223	\$184,223
2018/19	\$313,019	\$653,572	\$3,175,000	\$3,175,000	\$3,521,027	\$346,027
2019/20	\$331,378	\$649,481	\$3,265,000	\$3,265,000	\$3,881,826	\$616,826
2020/21	\$283,992	\$697,402	\$3,495,000	\$3,495,000	\$3,783,095	\$288,095
2021/22	\$362,364	\$725,593	\$3,476,000	\$3,476,000	\$4,527,734	\$1,051,734
2022/23	\$414,068	\$768,872	\$4,090,000	\$4,140,076	\$4,984,764	\$844,688
2023/24	\$463,636	\$815,592	\$4,833,000	\$4,833,000	\$5,145,549	\$312,549
2024/25	\$513,671	\$851,687	\$5,428,000	\$5,428,000	\$4,718,452	-\$709,548
2025/26	\$443,887	\$815,114	\$5,400,900	\$4,890,000	\$4,915,853	\$25,853
2026/27	\$531,300	\$857,996	\$4,822,000	\$4,822,000		

Original Budget and Current Year Budget columns for FYE 2013- 2023 adjusted to include budgeted p&l & prosecution



ITEM K-1-2-C

To: Jeremy Howe, City Manager
From: Kelly Hanna, Director of Financial Services
Date: September 9, 2026
RE: Finance Department Report for August 2026

- 1) 157 – accounts payable checks were issued.
- 2) 330 - payroll payments were issued.
- 3) 98 - income tax refund checks were issued.
- 4) Twenty-one (21) delinquent 2022, 2023, 2024 & 2025 personal property tax bills were receipted for \$1,644.39.

Four hundred eighty-three (483) summer 2026 property tax bills were receipted for \$930,149.32.



ITEM K-1-3

To: Jeremy Howe, Acting City Manager
From: Mike Vogt, Fire Chief
Date: September 3, 2026
RE: August 2026

MONTH SUMMARIZED:

Training: The department conducted a total of six training sessions (3 days/3 nights). A total of 139.5 personnel-hours were spent on training during the month.

Community Risk Reduction: During the month of August, the department participated in six events, with five held in the City of Lapeer and one in Mayfield Township. Approximately 267 children and 123 adults participated in several of these events. A highlight of the month was the annual three-day Lapeer Days event, where personnel conducted food truck inspections, assisted police and EMS, provided fire safety information, and offered apparatus tours. The department also hosted two "Firefighter or the Day" participants, giving them a firsthand look at the duties and responsibilities of a firefighter.

Fire & Life Safety: During the reporting period, a total of 45 annual inspections, 12 re-inspections, two other types of inspections, 10 food truck inspections, and two site visits were completed within the City of Lapeer. These inspections resulted in the identification of 45 violations, while 28 businesses were found to be in compliance with no violations noted. In Lapeer Township, one annual inspection was also completed, resulting in the identification of two fire violations. During August, four building plans and one fire alarm plan were reviewed for the Building Department, and four site plans were reviewed for the Planning Department.

Responses: During the month, the department addressed a total of 58 incidents, which required a total of 423.0 personnel hours. This is an increase of five responses compared to the same period in 2025. Notably, 43% of these incidents occur on weekdays, specifically between 6:00 a.m. and 6:00 p.m. The estimated financial loss for the month amounted to \$128,000, bringing the year-to-date estimated loss to \$2,130,613. The loss for the month was due to an electrical equipment fire in the City of Lapeer, a residential building fire in Oregon Township and a vehicle fire in Lapeer Township.

The number of responses for the month by municipality was: City of Lapeer-32, Lapeer Twp-7, Mayfield Twp-4, Oregon Twp-5, Automatic/Mutual Aid-10.

The average emergency response time (in minutes) to each municipality was: City of Lapeer-5.0, Lapeer Twp-0.0, Mayfield Twp-7.0, Oregon Twp-9.5.

The calendar year's annual percentage of responses by municipality is: City of Lapeer-54.12%, Lapeer Twp-14.89%, Mayfield Twp-14.89%, Oregon Twp-7.04%, Assists-9.05%.

The number of burn permits issued for the month by the municipality was: Lapeer Twp-46, Mayfield Twp-44, Oregon Twp-0.

Response Summary:

Fire Alarm-Unintentional (4)	Good Intent (2)
Fire Alarm-Malfunction (4)	Electrical Distribution Related (3)
Fire Alarm-Residential (10)	Smoke Investigation (1)
Building Fire-Residential (1)	Natural Gas Leak (4)
Vehicle Fire (2)	Carbon Monoxide Incident (1)
Grass Fire (1)	Assists (10)
Rescue (2)	Other Type Fires (1)
Other Type Responses (12)	(All remaining response types recorded zero incident)

Additional Fire Department Information:

- Applied for a matching equipment grant from HSGP for rescue task force equipment.
- Applied for a safety equipment grant from the State of Michigan Department of Treasury.
- Successfully received a letter of support for our region AFG grant from Senator Peters's Office. This letter was forwarded to the FEMA grant administrator.
- While staff were on shift at the public safety building during the last week of August. We had a citizen approach our building with a serious breathing emergency. Our licensed EMT/EMR staff provided immediate care, helping stabilize the patient, which directly resulted in a successful outcome.
- During the week of September 7, we are hosting a regional training session on public safety planning. We are grateful for the staff at the Lapeer Armory for allowing us to use their classroom. We are expecting over 30 public safety professionals to attend this training session.

IT Updates:

- We will begin transitioning to the .gov domain. This transition will be tiered to ensure a better experience for end users and staff.
- The help desk and on-site support continue to handle ticket requests and workstation deployments.
- Staff are working on receiving estimates to enhance our A/V capabilities within the commission chambers.

Activity Calendar:

CITY OF LAPEER FIRE & RESCUE

August 2026



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Incident 26-440 County Wide Recruit.
2 Incident 26-441	3 Incident 26-442 Incident 26-443 Incident 26-444 Department Trng	4	5 Incident 26-445 Incident 26-446	6 Incident 26-447 Incident 26-448 Incident 26-449 Incident 26-450 Incident 26-451 Incident 26-452 FF for the Day	7	8 Incident 26-453 Incident 26-454 Lightning Strike Event
9 Incident 26-455 Incident 26-456	10 Department Trng Love Inc Event	11 Incident 26-457 Incident 26-458	12	13 Incident 26-459 Incident 26-460 St. Paul Event	14 Incident 26-461 Incident 26-462 Incident 26-463	15
16 Incident 26-464 Incident 26-465	17 Department Trng	18 Incident 26-466	19 Incident 26-467 Lapeer Days Festival	20 Incident 26-468 Lapeer Days Festival	21 Incident 26-469 Incident 26-470 Incident 26-471 Incident 26-472 Incident 26-473 Incident 26-474 Incident 26-475 Incident 26-476 Incident 26-477 Lapeer Days Festival	22 Incident 26-478 Incident 26-479 Lapeer Days Festival
23 Incident 26-480 Incident 26-481 Incident 26-482 Incident 26-483 Incident 26-484 Lapeer Days Festival	24 Incident 26-485 Incident 26-486	25 Incident 26-487	26 Incident 26-488 Incident 26-489	27 Incident 26-490 Incident 26-491 Incident 26-492	28 Incident 26-493	29 Incident 26-494 Incident 26-495 Incident 26-496 Church Event
30	31 Incident 26-497 Department Trng	Notes				



Dept: Housing Improvement Department
Submitted To: Acting City Manager
From: Janelle Jackson, Executive Director, Lapeer Housing Commission
Date: September 17, 2026
RE: August 7, 2026 – September 10, 2026
copy: Lapeer Housing Commission/Lapeer Riverview Towers, LLC

LAPEER HOUSING COMMISSION (LHC)/LAPEER RIVERVIEW TOWERS, LLC (LRT)

A. RIVERVIEW TOWERS: HUD PROJECT BASED VOUCHER (PBV)

1. As of September 10, Riverview has three vacant units with plans to lease one unit in the month of October and the other two as soon as possible thereafter.
2. The waitlist contains a sufficient supply of applicants to fill future vacant units.

B. HOUSING CHOICE VOUCHER PROGRAM (HCV)

1. As of September 10, 84 vouchers are under contract.
2. There are currently no new vouchers issued, but three new vouchers are expected to be issued by the time of the September meeting with several more applicants undergoing the verification process.
3. Pulling applicants from the waitlist will continue as funding allows for new vouchers to be issued.

C. ADMINISTRATION

1. **Attachment #1** Lapeer Housing Commission (LHC)/Lapeer Riverview Towers, LLC (LRT) financials. *In the event monthly financials are not complete for report deadline, they will be presented at the meeting.*
2. Our annual SEMAP (Section Eight Management Assessment Program) assessment is complete. This is HUD's tool for evaluating the performance of Public Housing Authorities across fourteen indicators and a key part of our quality control and continuous improvement process. LHC rated as a high performer based on internal audit this year. We are only required to submit results every other year. This was a non-submission year but going through the process proved to be a valuable trial run for next year.
3. The October board meeting for 10/15/26 is our annual meeting and will be held at 4:00 p.m. at the **EG Nicks Grill & Tavern, 825 S. Main St. Lapeer**. At the annual meeting we will confirm board positions and sign the annual conflict of interest documentation.
4. **Ms. Jackson would like approval from the board for the updated Utility Allowance Study and the resulting Utility Allowance Schedule to be effective 12/2/2026, for the City of Lapeer and City of Davison (electric utilities only) for the Housing Choice Voucher Program.** See the attached Utility Allowance Schedules.
5. **Ms. Jackson would like approval from the board for the following 2026 Payment Standards (Lapeer & Genesee) based on 110% of HUD's 10/1/26 release of 2027 Small Area Fair Market Rents effective 12/2/2026 for Lapeer & 2027 Fair Market Rents for Genesee Counties effective 12/2/2026:**

Lapeer County

	0 Bed	1 Bed	2 Bed	3 Bed	4 Bed	5 Bed
2027 SAFMR	\$ 930	\$ 1,030	\$ 1,290	\$ 1,570	\$ 1,710	\$ 1,966
2027 PS @ 110%	\$ 1,023	\$ 1,133	\$ 1,419	\$ 1,727	\$ 1,881	\$ 2,162
% Change SAFMR	6.9%	6.2%	5.7%	5.4%	5.6%	5.5%

Genesee County

	0 Bed	1 Bed	2 Bed	3 Bed	4 Bed	5 Bed
2027 FMR	\$792	\$939	\$1,133	\$1,391	\$1,613	\$1,854
2027 PS @ 110%	\$871	\$1,032	\$1,246	\$1,530	\$1,774	\$2,039
% Change FMR	8.3%	9.7%	9.7%	9.4%	7.7%	7.7%

LHC will make the payment standards effective for 12/2/2026 so that any December mid-month new admissions will benefit from the new (higher) payment standard since their next annual re-examination will be 1/1/2028.

6. Riverview Towers is scheduled for its biennial rental inspection by the City of Lapeer Building Department for October 15.
7. The CPA firm LHC/LRT has used to conduct its single audit for the last several years has changed its name and asked that this be communicated to the board. It was previously Anderson, Tackman & Company and is now known as A., Cedric, & Michaels CPAs, or ACM. Their engagement team, service, and scope remain the same. Our engagement letters have been updated to reflect the new name.
8. HUD has changed the process/standard for Housing Quality Standard Inspections (HQS) to National Standards for the Physical Inspection of Real Estate (NSPIRE). The new standard is an inspection model that will be common across the various HUD programs. HUD has issued PIH Notice 2023-28 for implementation guidance and administrative procedures for HCV/PBV. *On 9/10/25 HUD announced that the mandatory conversion from the HQS to NSPIRE inspection protocol for HCV/PBV has been extended from Oct. 1, 2025 to **February 1, 2027**.* The LHC has secured a cell phone to use for inspections when a free HUD or other reasonably priced application to enter inspection data is available.
9. HUD released the Final Rule of the Housing Opportunity Through Modernization Act (HOTMA) of 2016, Sections 102, 103 and 104 on February 14, 2023. This rule provides for income and asset changes that will affect the HCV and PBV programs. HUD released PIH Notice 2023-27 which provides implementation guidance *and revised this guidance on 4/16/26. HUD is postponing the new HUD HIP system in favor of updating PIC to allow for 50058's that will accept the new asset and income changes.* LHC is current with all policy for partial HOTMA requirements effective through 7/1/2025 and adopted use of Nan McKay version of HCV Admin Plan effective 3/20/2025. *On May 14th in PIH Notice 2026-15, HUD announced that the Date of full HOTMA implementation and required compliance will be **January 1, 2027**, which means PHAs will need to have all policies, documentation and training in place by September 2027 because actions effective 1/1/27 many begin the paperwork process as early as 120 days in advance. The LHC has a HOTMA compliant version of policy; however, it will need to be updated to reflect revisions to PIH Notice 2023-27 and subsequent other notices regarding HOTMA.*

10. HUD occasionally updates chapters in the "Housing Choice Voucher Program Guidebook". As the chapters are released, Ms. Jackson reviews, updates and requests approval for our HCV Administrative Plan, if necessary. *There are no updates to the Guidebook this month that affect policy.*



To: Housing Improvement Department
Submitted To: City Manager
From: Shelley Lincoln, Housing, Development & Grant Administration Supervisor
Date: September 17th, 2026
RE: August 14th, 2026 – September 10th, 2026
copy: Lapeer Neighborhoods Inc.

A. HOUSING IMPROVEMENT DEPARTMENT (HID)

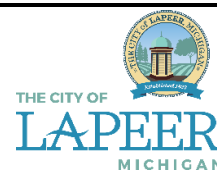
1. **MSHDA MI-Neighborhood 2025 CDBG Grant:** Two additional applications have been received and are in process and will be considered if funding is available.
 - a. Project #1 – E. Oregon St. – 1 bid received
 - b. Project #2 – Park Way St. – Individualized bids received needing 2 more.
 - c. Project #3 – Jefferson St. – 1 bid received
 - d. Project #4 – N. Main St. - 1 bid received
 - e. Project #5 – Mockingbird Trail – 1 bid received
2. **MSHDA MI-Neighborhood CDBG Lapeer Opera House application:** Two bids were received for a Third-Party Administrator to assist the administering the CDBG grant requirements and to date of report, two bids were received for the Environmental Assessment, however RFP runs through Tuesday, September 8, 2026, so scoring will occur after this date. Selection will take place and notifications will be awarded once the MEDC grant agreement is signed, which is anticipated by September 15th, 2026.
3. **USDA Rural Development HPG Grant application:** Ms. Lincoln is currently working to coordinate these funds with the MSHDA CDBG grant.
4. **MSHDA Housing Choice Vouchers / Section 8**
 - a. Lapeer County allocation is 309 regular Housing Choice Vouchers (HCV). Tuscola County allocation is 79 HCV and 5 Project Based Vouchers for a total of 84 in Tuscola County. Huron County allocation is a total of 42 HCV. There are 17 former Emergency HCV that are now converted to standard HCV. The total VASH allocation is currently at 33, Moving Up is at 3, and Balance of State is 2. The total allocation as of 8/1/2026 is 490. MSHDA allows waitlists to be populated with the exact number of names expected for waitlist pulls based on budget. *MSHDA's HCV HUD Budget Authority was recently released and MSHDA does not expect new waitlist pulls for the remainder of 2026. Leased vouchers will be reduced due to attrition.*
 - b. Lease up rate is currently being waived by MSHDA through 12/31/26.

B. LAPEER NEIGHBORHOODS INCORPORATED (LNI)

1. **Projects:** None at this time
2. **Financials:** Attachment #1
3. **Administration:**
 - a. Welcome new Commission Aiden Leach.

- b. Department of Licensing & Regulatory Affairs LNI 2026 Annual Report submission. Ms. Lincoln submitted the 2026 Annual Report for LNI on 8/24/2026 which is a requirement for the state of Michigan. This process is an online submission process, and payment must be made by credit card. LNI does not have a credit card, so Executive Director Ms. Lincoln paid the renewal fee using her personal credit card in the amount of \$20.00. Check #2049 has been created for reimbursement. ***Requested Board Motion: Authorize check #2049 to be signed by board signatories to reimburse Executive Director Lincoln for the costs of the 2026 Annual Review from the Lapeer Neighborhood Inc. checking account in the amount of \$20.00.***

TO: City Planning Commission & Lapeer City Commission
FROM: Planning Department
DATE: September 1, 2026
RE: **September 2026 Development Activities Report**



This report summarizes activity on various development projects in the City over the past month listed by full site plans for developments reviewed and approved by the Planning Commission and administratively reviewed site plans for projects currently in the review and development process.

Site Plans Reviewed by Planning Commission

1. Rittgers / 888 Baldwin Road

General Information – Site redevelopment project to convert existing single family residential home to office use including construction of a parking lot and eliminating access to the existing garage. The property was rezoned from R-1 to B-2 General Business in February 2026.

Project Status – Site plan was received on April 14, 2026, and comments were sent to applicants on April 30th. The site plan will not be presented to the Planning Commission for review and approval consideration until staff comments are addressed in a revised site plan submittal. Revised site plans were received on July 6th, and comments were given to applicants on July 28th. A meeting was held with the applicants, architect, and Planning Department Staff on July 30, 2026, to discuss site plan submittal #3. Plan review deposit was submitted and currently submittal #3 was received on August 20th, which is planned to go to the September 10, 2026, Planning Commission meeting.

2. Telco Hut / 123NET – Vacant Davison Road Parcel #L21-18-180-001-00

General Information – Construction of a 200 sq. ft. telecommunications shelter structure for connection and maintenance of fiber optic systems for internet connections.

Project Status – The site plans were received on April 28, 2025, and revised plans were received May 29, 2025. The plan was approved with conditions at the June 12th Planning Commission meeting. City staff is currently waiting on revised plans. Site plan extension approved by Planning Commission on June 11th, 2026. Site plan expires on June 11, 2027. Applicant states construction plans to begin by the end of 2026.

3. Midstate Well Drillers – 1313 Imlay City Rd.

General Information – Reconstruction of a 2,800 sq. ft. commercial building on the same footprint as a previous building destroyed by fire utilizing existing pavement, entrances and parking.

Project Status – The site plans were received on January 7, 2025. On October 10, 2024, the Planning Commission approved a non-conforming building designation for overhead doors location, side yard greenbelts and front yard parking non-conformities. The Planning Commission gave contingent approval of the Site Plan on February 13, 2025. Revised plans were received March 24, 2025. Revised plans received May 1, 2025, were approved and distributed May 12, 2025. Building Department issued the building permit June 24, 2025. Construction is in its final phase. As-builts were received on August 27th, and the Planning Consultant is to complete final site inspection as soon as possible. The final building inspection is scheduled for September 1st.

4. Lapeer Cultivation (#3) – John Conley Dr. Parcel #L20-83-358-030-00

General Information – Construction of a new 11,480 sq. ft. marihuana grow facility.

Project Status – The site plans were received on August 29, 2024. The site plan was approved with conditions by the Planning Commission on September 12, 2024. Revised plans were received January 7, 2025, February 11, 2025, and March 6, 2025. The Property Transfer Affidavit was received on August 11, 2025. Final approved and signed site plans were distributed August 21, 2025. A site plan one year extension until September 12, 2026, was approved administratively. The Building Dept. is waiting for plans to be submitted by the general contractor. Site plan

expiration is on September 12, 2026, and an expiration reminder letter was sent to the applicant Wednesday, August 5, 2026. Should work not commence by September 12, 2026, this project will be removed from the next development report.

5. Urgent Design Addition – 3123 John Conley Dr.

General Information – Construction of a 70,514 sq. ft. addition to the existing 55,866 sq. ft. industrial facility.

Project Status – The site plans were received on July 1 and August 5, 2024, and approved with conditions at the August 8, 2024, Planning Commission meeting. On August 14, 2025, the Planning Commission approved a site plan extension until August 14, 2026. Revised plans were received on October 22, 2025, January 29, 2026, and March 19, 2026. Remaining comments were provided to the applicant on April 7, 2026. Revised site plans were received on May 5, 2026, and Rowe Engineer comments were sent to the applicant on May 13th. Engineering comments will be addressed during the building plan submittal. Signatures requested from reviewers on site plan #6 on May 26, 2026. Signed site plans were distributed on June 8, 2026, with three engineering contingencies. Site plan expiration is on August 14, 2026, and a reminder email was sent out to remind the applicant that work must begin on site by August 14th. Work was not commenced by Aug 14th. As such, the site plan has expired and will be removed from the next report.

6. Farley Commercial Building – DeMille Blvd.

General Information – Construction of a new 5,000 sq. ft. commercial building on the north side of DeMille Blvd. The previous plan submittal in February 2021 has expired and the project is now being re-submitted for a full review.

Project Status – The 2nd full review submission of the site plan was received June 28, 2024, and revised plans received on July 25, 2024, were approved at by the Planning Commission on August 8, 2024, Planning Commission. In December 2024 County Drain Commission confirmed a permit is not required. The recorded water main easement was received February 12, 2025. Revised plans were received on February 24, 2025, and revised plans received March 6, 2025, were approved and distributed on March 10, 2025. Permits were issued May 7, 2025, and construction is under way. The Planning Department received a site plan amendment on August 17, 2026, due to a change in the façade of the building and desired landscaping changes on the site. This is currently in review with the planning consultant.

7. Tommy's Express Car Wash – 1068 S. Main Street

General Information – Construction of a new automatic car wash with vacuum stations.

Project Status – The 2nd full review submission of the site plan was received on May 31, 2024, and revised plans received on June 24, 2024, were approved with conditions at the July 11, 2024, Planning Commission meeting. The approved and signed Wakkott Road paving agreement was received on December 10, 2024. A site plan amendment was received on February 26, 2025, to add 15 ft to the south property line and add an additional stacking lane. Revised plans for the site plan amendment were received on March 25, 2025. The parcel modification process has been completed and the City Engineer assisted applicant with EGLE permit application. City staff received the approved EGLE permit and the recorded amended sanitary sewer easement on May 5 and 6, 2026. Signed site plans were distributed on May 20, 2026. A construction observation escrow account of \$3,500 has been requested from the applicant for the public sanitary sewer extension on June 8, 2026. A reminder email for the escrow account payment was sent to the applicants on July 16, 2026.

8. EL Cozumel Restaurant – 1109 S. Main Street

General Information – Construction of new 5,692 sq. ft. restaurant and related site improvements.

Project Status – The site plan was submitted on October 31, 2023, and conditionally approved at the December 14, 2023, Planning Commission meeting. On November 19, 2024, the Planning Dept. received confirmation of MDOT's approval of the Right-of-Way permit as submitted by the applicant pending submittal of the required bond and certificate of insurance to MDOT. Approved and signed site plans were distributed on December 11, 2024. The applicant is required to provide the final approved MDOT permit and recorded required easements to the Planning Department prior to Building Department's issuance of a Building Permit. An amended site plan incorporating an outdoor rooftop patio seating area and additional parking were submitted for administrative

review on May 7, 2025. The issue with the annexation from the township has been resolved by the City Assessing Department and the lot combination has been finalized as of August 20, 2025. Revised plans received September 8, 2025, were ready for approval after receipt of the recorded stormwater maintenance agreement. The recorded agreement was received from the City Clerk on April 30th. Revised plans received on March 26, 2026, amending the exterior building façade materials/colors have been approved and final signed site plans were distributed on May 4, 2026. A building permit was applied for on May 14, 2026, and a demolition permit has been approved. The Building Department is awaiting revised building plans to be submitted.

9. Carriage Hill Circle – New Multiple-Family Residential Units

General Information – Construction of a new phased multiple-family residential development consisting of 32 units on Carriage Hills Circle.

Project Status – The site plan was submitted on April 3, 2023, and revised plans were received on April 26th, June 9th, July 21st. The Planning Commission approved the site plan with conditions on August 10, 2023. Revised plans were received on Aug. 31st & Oct. 19, 2023. The site plan was approved on Oct. 19, 2023. A one-year site plan approval extension until Aug. 10, 2025, was approved by the Planning Commission on July 11, 2024. Building permits for 9 units were issued May 20, 2025, and construction is underway. Phase I final inspection was approved on August 18, 2026. Awaiting submittal of Phase II construction plans.

10. Lapeer Villas – Baldwin Rd. – Site Plan Amendment – Pool & Clubhouse

General Information – Construction of a pool and clubhouse at the Lapeer Villas apartment complex.

Project Status – All site requirements in Phase 1 and 2 of the development including the required berm, fencing and gate were reviewed and approved by City Planner on July 31, 2025. The applicant submitted plans for the clubhouse and pool (Phase 3) to the Building Department on September 29, 2025, and building permits were issued on November 4, 2025. Construction is underway as of December 23, 2025. The swimming pool permit was issued on August 3, 2026.

11. Popeye's – Drive-Through Facilities – 1040 S. Lapeer Rd.

General Information – Construction of two new buildings (a 2,143 sq. ft. building to the north and a 2,529 sq. ft. to the south) for drive-through facilities and shared parking.

Project Status – The site plan for Phase 1 received on Nov. 1, 2021. Special land use approved Dec. 9, 2021, and the site plan received contingent approval on Jan. 13, 2022. MDOT required changes to the M-24 access drive. Site plan extension approved until Jan. 13, 2024. Revised plans received on Mar. 24, June 14, Aug. 9 and Sept. 27, 2023. Final plans approved on Feb. 21, 2024, and distributed March 13, 2024. A site compliance bond has been submitted to the Planning Department for remaining work to be completed in Spring. A Temporary Certificate of Occupancy was issued on February 19, 2026, with stipulations requiring remaining work items be completed by May 30, 2026. The Temporary Certificate of Occupancy was extended shortly to address some site compliance concerns, and the final as-built plans were submitted on July 27, 2026. Additional final site inspections are currently needed to address last outstanding issues.

12. Woodbridge Park II – North and West of existing Woodbridge Park Development

General Information - Construction of 58 additional attached conventional condominium units north and west of the existing Woodbridge Park development. Individual condo units will be constructed in two, three and four unit attached structures.

Project Status - The site plan was approved by the Planning Commission on January 10, 2019. Revised site plans were received on June 7, 2019, and approved by staff on June 14, 2019. The required performance bond was submitted on March 3, 2020, and final approved/signed were distributed March 4, 2020. Permits were renewed in June 2023. Construction is underway.

13. Dental Office – Lapeer Commons PUD – S Lapeer Rd.

General Information - Construction of a new 4,387 square foot dental office and internal shared access drive within the PUD.

Project Status - The site plan was received on June 30, 2026, and staff comments were returned to the applicant on July 21, 2026. A land division application and an address application have been

requested. A land division application was submitted and determined to be incomplete. The applicant was notified for additional information by the Assessing Department on August 3, 2026. Site plan submittal #2 was received on August 5, 2026, and staff comments were sent to the applicant on August 19, 2026. The site plan submittal has been added to the agenda for the September 10th Planning Commission meeting.

14. Bigby Coffee – 822 West Street

General Information – Remodel of an existing building and site for a drive-thru coffee shop.

Project Status - The site plan was received on July 30, 2026, and distributed to staff reviewers. Comments were sent to the applicant on August 19, 2026. Awaiting site plan submittal #2.

15. Woodchips – 315 W Nepessing Street

General Information – Installation of a smoker in the rear alleyway.

Project Status – The administrative site plan submittal was received on May 14, 2026, and distributed for staff reviews on May 18th. Comments were sent to applicant and project designer on June 2, 2026. Site plan submittal #2 was received on June 18th and staff comments were sent to the applicant and project designer on Tuesday June 30, 2026, with staff denial of the request. A meeting between the project designer, Director Fountain, Consultant Burkholder, and Fire Marshal Jadach occurred on July 16, 2026. A full site plan submittal was received on August 19th to go before the Planning Commission on September 10th.

Administrative Review Site Plans in Process

Sunoco Gas Station Building Addition – 1489 N. Main St.

General Information – Construction of a 700 sq. ft. addition to the northwest corner of the existing building, relocation of the dumpster with new enclosure and striping of additional parking spaces.

Project Status – The site plan was received on January 7, 2026. Revised site plans received on March 23, 2026, were approved on March 26, 2026. The applicant submitted building plans to the Building Department for review on July 20, 2026.

Hobby Lobby - 1875 W. Genesee St.

General Information – Construction of a loading dock on east side of building and exterior façade changes.

Project Status – The site plan was received and distributed for staff reviews on October 20, 2025. Staff approved the site plan as of Nov. 13, 2025. Permits for the loading dock and building shell construction plans were issued by the Building Department on February 6, 2026. A Zoning Permit for occupancy and a zoning permit for proposed exterior building materials/colors were approved and sent to the applicants on June 8, 2026. No permits have been issued for occupancy or interior building work with the Building Department. Building plans, revision #2, were received on July 30, 2026, and were approved. Awaiting the building application submittal from the general contractor.

NCG Cinemas - 1650 DeMille Rd.

General Information – Ramp replacement & storm sewer utility work.

Project Status – The site plan was received on September 16, 2025. Revised site plans were received October 30 and November 6, 2025, that addressed all comments. The applicant was advised on Nov. 6, 2025, to submit plans to the Building Department for review and permit issuance. Final signed/approved site plans were distributed Nov. 18, 2025. Per the architect, this project is on hold until Spring 2026.

Projects on Hold:

HTF Hydraulic Tubes & Fittings – 524 McCormick St.

General Information – Construction of a 3,645 sq. ft. building addition and resurfacing of the existing parking lot at the existing site.

Project Status – The site plan was received on Sept. 29, 2020. Site plans were approved on Nov. 10, 2020. The Building Department has revoked their Temporary Certificate of Occupancy. The

City is waiting for construction to be completed in accordance with the approved site plan. The Building Official spoke with the property owner on July 1, 2025, and made a follow up site visit and was advised the work was anticipated to be completed by the end of 2025. This business is still operating, and the department will be moving forward with violation actions due to lack of compliance.

Upcoming Projects:

WOW Gas Station – 1280 Imlay City Road

General Information – Construction of a lean-to on the south side of the building has been expanded to an expressed interest in construction of an enclosed addition instead.

Project Status: A minor site improvement zoning permit application for a 19' x 14' x 10' lean-to on the south side of the gas station was applied for on December 22, 2025. It was approved by the planning consultant on January 8, 2026, with approval notes, and sent to the applicant on January 13, 2026. On May 18, 2026, the Building Department received via email revised drawings for the project, showing an enclosed addition. On May 21st, the planning consultant sent an email notification to the applicant that the revision would require a full site plan review of the entire site, as it is a major amendment to the site, and sent a copy of the application and checklist.



ITEM K-1-6



CITY OF LAPEER POLICE DEPARTMENT

TO: City Manager

FROM: Jeremy Howe, Chief of Police

DATE: 09/03/2026

RE: Monthly Report; August 1 – August 31, 2026

In the month of August 2026, our Police Department Officers responded to 1200 calls for service. Of these 1200 calls for service, 183 or approximately 16% were criminal activity reports, of which 77 required submissions to the Michigan Incident Crime Reporting System (MICRS). Our officers made 27 arrests in August, 9 felony crimes and 18 misdemeanor crimes.

This month our officers made 197 traffics stops, issued 23 citations, and gave 174 verbal warnings. Officers also handled 46 vehicle crashes.

No overdose cases were reported in the month of August, there were no fatalities.

Officers participated in the annual Special Event of Lapeer Days. Officers worked 171 hours of overtime during the event at a cost of approximately \$11,000 dollars, a slight increase from last year. The event went very well with the Officers responding to numerous incidents including calls of service for medical issues. Officers also worked the parks and paths within the City for extra patrol. The total amount of overtime for the month of August was 307 hours.

August training consisted of Officers attending a total of 96 hours of training. These courses included Intro to Supervision, Taser Instructor, Alerrt Instructor and Shield Leadership Command Level 1.

Code Enforcement for the month of August had 89 grass enforcements, 11 blight enforcements and 26 sign violations and numerous other enforcements that totaled 140.

Currently the police department is short of one police officer, since the retirement of Sgt. Miner back in May. We have the position posted and look to fill it at the end of October.

Our Community Partnership Program has been very busy with security assessments for commercial buildings as well as active shooter training for the school district and a couple of businesses.

Lapeer City Police Department
Monthly Report
AUGUST 2026

	<u>Current</u>	<u>Calendar Year</u>	<u>Previous Year</u>
	<u>Month</u>	<u>To Date</u>	<u>To Date</u>
Complaints Received and Investigated	1200	8512	8262
District Court Fines Received	\$ 666.60	\$ 7,462.29	\$ 8,566.47
OUIL-Cost of Prosecution	\$ 250.00	\$ 2,000.00	\$ 4,110.00
Charges for Copies of Police Reports	\$ 130.00	\$ 1,145.40	\$ 1,161.65
<u>ACCIDENTS:</u>			
Fatal	0	0	0
Property Damage	28	202	199
Private Property Damage	14	110	157
Personal Injury	4	42	23
<u>ARRESTS:</u>			
Misdemeanor	18	126	136
Felony	9	48	51
<u>HEROIN/OVERDOSE INCIDENTS:</u>			
Heroin Possession/Usage	0	0	1
Overdose	0	0	0
Overdose Deaths	0	0	2

CITY MANAGER REVIEW

Meeting Date: 09/21/26

Date of Review:

Completed by:



ITEM K-1-7

To: Jermey Howe, Acting City Manager
From: Ross Slusher, Director of Public Works
Date: September 9, 2026
RE: Director of Public Works Monthly Report – August 2026

Department of Public Works Division Summary:

Water/Sewer Utilities Division and Streets Division:

In August the DPW focused on prepping for Lapeer Days Festival and Back to the Bricks car show.

Other tasks completed in this month include but are not limited to the following items:

- Program School flashers.
- Repaired watermain break on Lyle St.
- Sidewalk repairs throughout the city.
- Posted updated weight limit signs on Genesee St. bridge.
- Restriped Public Safety buildings parking lot.
- Street sweeping.
- Trim trees around city limit signs.
- Fixed waterlines at the soccer fields.
- Lead and Copper sampling.
- Quartey sewer cleaning.
- Assist Mott Collage with watermain break.
- Paint parking lots downtown.

Training and Safety:

Safety Meeting: Setting good examples.
Excavation and trenching class.

Water/Sewer/Streets Monthly Routine tasks included: Water sampling at all the wells (back-up water supply); Water samples: bacteria samples, and Water Quality testing of the distribution system; operate wells; meter reading; meter repair; Miss-Dig staking; add material and grade gravel streets; well house maintenance; dump maintenance; haul compost, Rotation of PRV's in GLWA LA-02 Meter Pit; barricade placement Downtown

Equipment Maintenance Division:

- 91 work orders completed.
- Upfit parks department tractor for new sprayer.
- Install auto lube system on Leaf machine.
- Rebuild leaf machine impeller, nozzle and performed preventative maintenance.

Various repairs were completed on vehicles and equipment, including:

- Tire replacements and repairs
- Repair coolant leaks.
- Brake system maintenance and replacements
- Electrical system diagnostics and repairs
- Air leak inspections and repairs
- Mowing repairs and service.
- Hydraulic leak repairs.
- Suspension repairs.
- HVAC system Diagnostic and repairs.

Equipment Procurement:

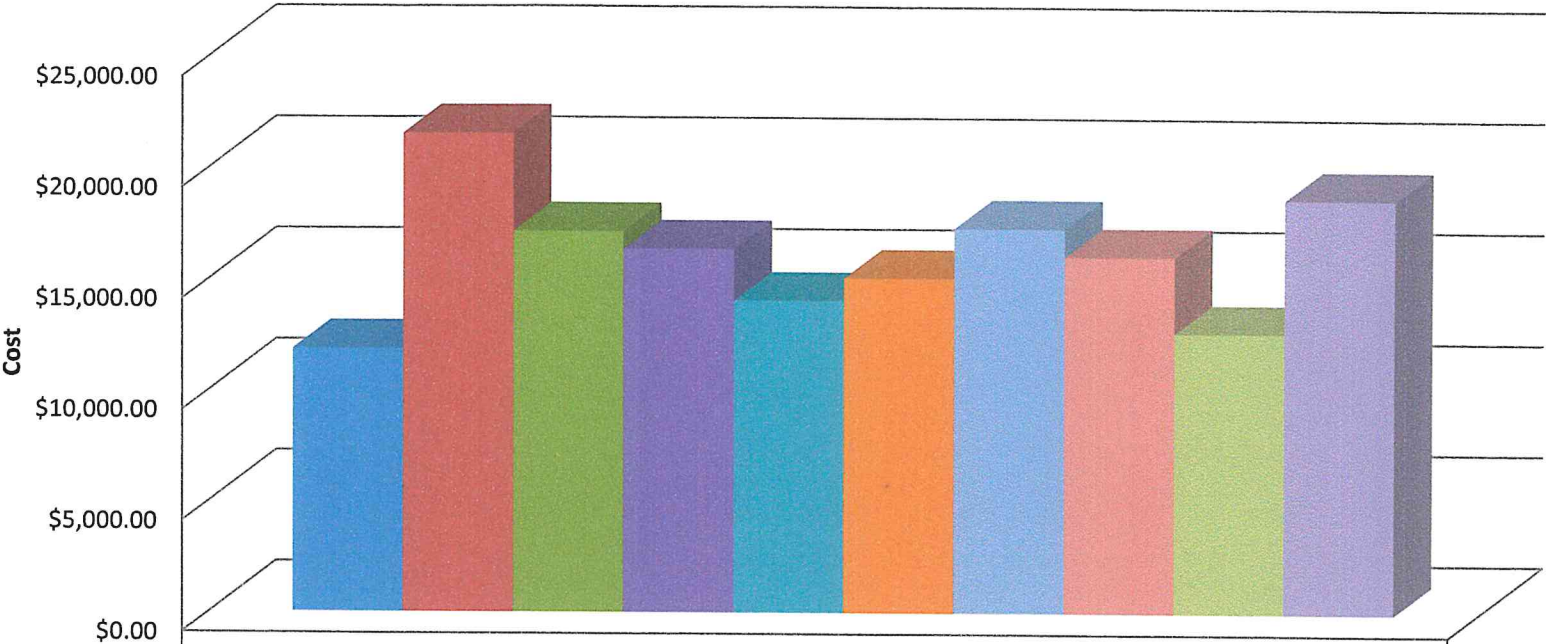
- Took delivery of New Parks mower.
- Took Delivery of new tractor and sprayer.

On- Going Projects throughout the City:

- Park Street, Pine Street and Parking lot 9 project kicked off March 23. This project includes replacing old watermain with new 8" main, new curbs, partial sidewalk replacements, and new asphalt surface.

The contractor has a punch list that they are working on now. This project is expected to finish up in October.

Lapeer Days Cost History



	Total Cost
2016	\$11,832.49
2017	\$21,510.58
2018	\$17,119.34
2019	\$16,339.20
2021	\$14,029.70
2022	\$15,048.94
2023	\$17,306.12
2024	\$16,056.62
2025	\$12,628.56
2026	\$18,653.32

2026 LAPEER DAYS FESTIVAL - DPW COST SUMMARY

TOTAL EVENT COST SUMMARY SHEET

<u>Date</u>	<u>STRAIGHT TIME</u>	<u>OVER TIME</u>	<u>TOTAL LABOR COST</u>	<u>TOTAL LABOR HOURS</u>	<u>EQUIP COST</u>	<u>TOTAL DAILY COST</u>	
Wednesday, August 12, 2026	\$286.45	\$0.00	\$286.45	10.00	\$165.10	\$451.55	Take bacti samples and deliver to Lansing
Thursday, August 13, 2026	\$214.52	\$0.00	\$214.52	8.00	\$95.90	\$310.42	Build more spigots, take bacti samples & take to Lansing
Monday, August 17, 2026	\$1,176.53	\$49.94	\$1,226.47	37.00	\$1,610.71	\$2,837.18	Bacti Samples, barricades, fix ornamental lights, sweep streets
Tuesday, August 18, 2026	\$844.40	\$0.00	\$844.40	28.00	\$1,256.50	\$2,100.90	Bacti samples/lansing, fix tap, bags & brush, patch parking lots, fix outlets, sweep streets
Wednesday, August 19, 2026	\$1,592.47	\$0.00	\$1,592.47	50.00	\$944.40	\$2,536.87	Barricades, clean up downtown, check spigots
Thursday, August 20, 2026	\$1,622.96	\$447.93	\$2,070.89	55.50	\$46.86	\$2,117.75	Adjust spigots, install water meter, barrells & barricades, finish set up
Friday, August 21, 2026	\$0.00	\$433.53	\$433.53	9.00	\$46.38	\$479.91	Lapeer Days
Saturday, August 22, 2026	\$0.00	\$1,557.25	\$1,557.25	33.00	\$653.14	\$2,210.39	Lapeer Days
Sunday, August 23, 2026	\$0.00	\$1,644.10	\$1,644.10	33.00	\$911.36	\$2,555.46	Lapeer Days
Monday, August 24, 2026	\$568.30	\$749.27	\$1,317.57	33.00	\$791.87	\$2,109.44	Lapeer Days clean up
Action Municipal Supply - Trash can liners, caution tape, nitrile gloves						\$488.10	
Credit Card Receipts for Lapeer Days Supplies - lock boxes, hornet spray, keys						\$327.35	
EGLE water samples for Lapeer Days						\$96.00	
TOTALS:	<u>\$6,019.18</u>	<u>\$4,882.02</u>	<u>\$10,901.20</u>	<u>286.50</u>	<u>\$6,357.12</u>	<u>\$18,169.77</u>	

City of Lapeer WWTP

ITEM K-1-7-D

Monthly Report August 2026

September 21, 2026



No injuries this month. DMR will be submitted.

Key Operating/Compliance Tasks:

- Weekly/Daily samples
- In-house Process control
- IPP PFAS/PFOA

Team members on site:

- Jason Hall, Superintendent
- Jake Mann, Crew Leader
- Lance Medberry, Operator Mechanic
- Ron Canell, Lab Tech
- Gage Robinson, IPP Coordinator
- Brandon Fair, Operator

Plant shift Coverage:

Monday-Friday 7:00am-3:00pm

Weekends 7:00am-10:00am

WWTP summary:

Waste Treatment

- Check all lift stations 2 times a week with 2 employees
 - Read meters, record utility and chemical usage
 - Read, record, and email all weather conditions to the National Weather Service
 - Daily WWTP inspection
 - Weekly equipment greasing
 - Rotate equipment sequences
 - Empty trash cans, disinfect, clean break room, clean grounds
 - Weekend work schedule
 - Holiday work schedule
-

NPDES/IPP

- Daily Laboratory Analysis
- Monthly PFAS sampling for WWTP effluent and biosolids
- NPDES monthly Selenium sampling
- Monitor weekly PFAS sampling via LP&P
- PFAS file updates
- Chloride and sulfate sampling

Mechanical/Operations

- Black Hawk Security site visit and security camera installation
- Mount security camera monitor in break room and control room
- Run CAT6 cable from security camera server to break room and control room for additional monitors
- Vactor lift stations
- Apple floating grease treatment to lift stations
- IPP AMR Sampling
- Tear down old chemical containment area and landscape with stone
- Lift station grounds maintenance
- WWTP and LS round up application
- Rebuild polymer pump
- Pump from storage tanks to geobags
- Remove dried solids from drying bed using loader
- Site prep for Devonshire gas meter install, install posts and horizontal supports
- Remove landscaping and boulders from Devonshire to prep for generator install
- Pump pull and plug removal at Prison and McCormick lift stations
- Dispose of old split rotors and center support column
- Rake and grade gravel drives at WWTP

Miscellaneous

- Wolverine Power Systems Generator consultation
- JK Mechanical/SKA Prison LS consultation
- Share Corp hardware, ppe, materials consultation
- Consumers Energy new service package and site plan for Devonshire
- Kennedy Industries open house visit

Bio-Solids Disposal Status

- 2-North tanks hold 474,980 gallons /we have 225,000 gallons in storage
- 2-South tanks hold 430,120 gallons/we have 209,000 gallons in storage
- Total –434,000gallons in storage

CIP Projects

- Blackhawk Security Cameras
- Plant Compressor
- Garage Doors
- Lift Station Degreaser

Health & Safety

- There were no safety incidents during the month.

Training

- The monthly safety training Defensive Driving
-

Noteworthy Safety Activities

- Monthly facility safety inspection monthly, and daily safety meetings.



ITEM K-1-8-A

To: City Manager
From: Romona Sanchez, City Clerk
Date: September 21, 2026
RE: Clerk's Office Report for August 2026

- 1) Records were reviewed with those needing information on burial location. There were three (5) graves purchased (1 resident, 4 non-resident), four (4) full burials, three (3) burials of cremains, and four (4) foundations purchased.
- 2) There were 86 additions, and 81 cancellations received regarding the voter registration records.

ITEM K-1-8-B

MEDICAL MARIHUANA LICENSES PROVISIONING CENTER - GROWER – PROCESSOR – SECURE TRANSPORTER APPROVED LICENSES

Updated: August 2026

Applicant Name	DBA	Address	License	Status
PROVISIONING CENTERS				
TRC Lapeer LLC	The ReLeaf Center of Lapeer	200 E Genesee St	Facility	App: Exp 10-23-26
Alternative RX, LLC	Xplore Cannabis	824 S Main Street	Facility	App: Exp 10-30-26
Ox Tail, Inc.	Exclusive Brands	111 W Genesee St	Facility	App: Exp 11-19-26
SPMI LLC	Shango Lapeer	224 E Genesee St	Facility	App: Exp 12-12-26
FB Lapeer PRV, LLC	The Jazz Club Center	1333 Imlay City Road	Facility	App: Exp 02-10-27
The Pure Lapeer, LLC	Pure Lapeer	1330 Imlay City Road Units C&D	Facility	App: Exp 06-21-27
Arctic Falls, LLC	Blazed Cannabis	2401 W Genesee St	Facility	App: Exp 08-20-27
GROWER				
None.				
PROCESSOR				
Northwest Confections Michigan LLC	WYLD	525 S. Court Street, Suite 110	Facility	App: Exp 10-07-26
Kaoud Holdings, Inc	4K Processing	1356 Imlay City Road	Facility	App: Exp 09-14-27
Kaoud Holdings, Inc	4K Processing	1330 Imlay City Road	Facility	App: Exp 09-14-27
SECURE TRANSPORTER				
None.				

**ADULT USE MARIHUANA LICENSES
PROVISIONING CENTER - GROWER –
PROCESSOR – SECURE TRANSPORTER
APPROVED LICENSES**

Updated: August 2026

Applicant Name	DBA	Address	License	Status
PROVISIONING CENTERS				
TRC Lapeer LLC	H.O.D.	200 E Genesee St	Facility	App: Exp 12-03-26
The Pure Lapeer, LLC	Pure Lapeer	1330 Imlay City Road Units C&D	Facility	App: Exp 12-03-26
SPMI, LLC	Shango Lapeer	224 E. Genesee St	Facility	App: Exp 12-15-26
Ox Tail, Inc.	Heads	111 W Genesee St	Facility	App: Exp 12-16-26
Alternative RX	Xplore	824 S. Main St.	Facility	App: Exp 12-21-26
FB Lapeer PRV LLC	Jazz Cannabis Club Lapeer	1333 Imlay city Road	Facility	App: Exp 08-13-27
Arctic Falls, LLC	Blazed Cannabis, LLC	2401 W Genesee St	Facility	App: Exp 08-20-27
GROWER				
SDRK Group, LLC #1	Old School Organics, LLC	207 S. Saginaw St.	Facility – Class C	App: Exp 12-18-25
SDRK Group, LLC #2		207 S. Saginaw St.	Facility – Class C	App: Exp 12-18-25
SDRK Group, LLC #3		207 S. Saginaw St.	Facility – Class C	App: Exp 02-12-26
Old School Organics, LLC		350 County Center Street	Facility – Class C	App: Exp 04-08-27
Fresh Water Gardens, LLC		L20-83-358-030-00	Prov – Class C	App: Exp 02-03-27
PROCESSOR				
Northwest Confections Michigan	WYLD	525 S. Court Street, Suite 110	Facility	App: Exp 10-07-26
Atwater Management LLC	Culture Complex	525 S. Court St., Suite 120	Facility	App: Exp 01-25-27
Kaoud Holdings, Inc	4K Processing	1330 Imlay City Rd, Ste F-G-H	Facility	App: Exp 09-14-27
Kaoud Holdings, Inc	4K Processing	1356 Imlay City Road	Facility	App: Exp 09-14-27
SECURE TRANSPORTER				
None.				

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

N-1

2026 MEETING DATES

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

<u>Board/Commission</u>	<u>Location</u>	<u>Time</u>	January	February	March	April	May	June	July	August	September	October	November	December
City Commission 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	6	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

Updated: 3/5/2026



MAT. TRANS.

To: City Commission
Date: September 21, 2026
RE: Material Transmittals

None.