



**AGENDA
CITY OF LAPEER
CITY COMMISSION
576 LIBERTY PARK, LAPEER, MI 48446
AUGUST 21, 2023**

6:30 P.M. CALL TO ORDER

ROLL CALL

Mayor Marquardt:_____.

Commissioners: Atwood_____Cattane_____Pattison_____Stroh_____Swindell_____.

PLEDGE OF ALLEGIANCE

APPROVAL OF AUGUST 21, 2023, AGENDA

A. MINUTES:

1. Minutes of the Regular meeting August 7, 2023.

B. PUBLIC COMMENTS:

1. Lapeer County Commissioner - Brad Haggadone.
2. Jeramy Hing.

C. CONSENT AGENDA:

1. Fixed Asset Disposal – Scag Mower.
2. Metro Act Right of Way Permit.
3. Special Event: Disc Golf Grand Opening September 24, 2023.
4. Authorizing City Manager or Police Chief to designate a code enforcement officer.

SUGGESTED MOTION:

Approve the Consent Agenda for August 21, 2023.

D. BILL LISTING FOR AUGUST 21, 2023.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the Bill Listing for August 21, 2023, in the amount of \$3,437,272.84.

E. PROCLAMATIONS, RECOGNITIONS AND RESOLUTIONS:

1. Proclamation – James Muxlow – Retirement.

SUGGESTED MOTION:

Adopt the proclamation for James Muxlow, as presented.

F. PUBLIC HEARINGS:

1. Andrew's River Estates No. 2 – Special Assessment District.

SUGGESTED MOTION:

Adopt Resolution #5 confirming the roll regarding the Andrew's River Estates No. 2 Street Improvement, Special Assessment District #2023-01.

G. ADMINISTRATIVE REPORTS:

1. HydroCorp Contract – Cross Connection Program.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the contract with HydroCorp for Cross Connection Services not to exceed \$23,874.00 and authorize the Director of Public Works to sign all necessary documents.

2. Budget Amendment for FY2023-2024.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the budget amendments for FY2023-2024 as presented.

3. Credit Card / Purchasing Card Policy

SUGGESTED MOTION:

Adopt the Resolution to approve the Credit Card / Purchasing Card Policy.

H. CITY MANAGER'S REPORT:

1. Various matters.

I. CITY ATTORNEY'S REPORT:

J. UNFINISHED BUSINESS:

1. Appointments to Boards and Commissions.

K. DEPARTMENTAL COMMUNICATIONS:

1. Monthly Departmental Reports.
2. Downtown Development Authority Monthly Report.
3. Marihuana Licenses Update.

L. PUBLIC COMMENTS:

M. CLOSING COMMENTS:

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

N. REMINDER OF MEETINGS:

Next City Commission Meeting: **Tuesday, SEPTEMBER 5, 2023, Regular**

O. REMINDER OF PUBLIC HEARINGS:

ADJOURNMENT

MATERIAL TRANSMITTAL

Notice:

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

**LAPEER CITY COMMISSION
MINUTES OF A REGULAR MEETING
AUGUST 7, 2023**

A regular meeting of the Lapeer City Commission was held August 7, 2023, at the Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan. The meeting was called to order at 6:30 p.m.

ROLL CALL

Present: Mayor Marquardt.

Commissioners: Atwood, Cattane, Pattison, Stroh, Swindell.

Absent: None.

City Manager: Mike Womack, present.

Mayor Marquardt led the Pledge of Allegiance.

Fire Chief Vogt held a Pinning Ceremony for the Fire Department employees Ron Best, Chris Jadach, and Ben Fodale.

178 2023 08-07 AGENDA APPROVAL

Moved by Cattane. Seconded by Atwood.

Approve the Agenda for August 7, 2023, with the addition of item C-5 Resignation of Nancy Sommerville from EDC/TIFA board.

Ayes: Atwood, Cattane, Pattison, Stroh, Swindell.

Nays: None.

MOTION CARRIED.

179 2023 07-17 MINUTES

Moved by Cattane. Seconded by Swindell.

Approve the minutes of the regular meeting held July 17, 2023, as presented.

Ayes: Atwood, Cattane, Pattison, Stroh, Swindell.

Nays: None.

MOTION CARRIED.

PUBLIC COMMENTS

Melissa Petrie gave an invocation.

180 2023 08-07 CONSENT AGENDA

Moved by Cattane. Seconded by Stroh.

Approve the consent agenda for August 7, 2023, with the addition of item C-5:

1. Appoint City Manager, Mike Womack, to the Next Michigan Development Corporation.
2. Special Event: Immaculate Conception – Family Fun Fundraiser – August 13, 2023.
3. Special Event: Crank 4 A Cause – Beaver Dash Bash – September 23, 2023.
4. Special Event: Alter Ego Special Needs 5K – October 7, 2023.
5. Accept the resignation of Nancy Sommerville from the EDC/TIFA board and declare the seat vacant.

Ayes: Atwood, Cattane, Pattison, Stroh, Swindell.

Nays: None.

MOTION CARRIED.

181 2023 08-07 BILL LISTING

Moved by Pattison. Seconded by Swindell.

Approve the bill listing for August 7, 2023, in the amount of \$2,112,094.08.

ON A ROLL CALL VOTE:

Ayes: Atwood, Cattane, Pattison, Stroh, Swindell.

Nays: None.

MOTION CARRIED.

PROCLAMATION, RECOGNITIONS AND RESOLUTIONS:

None.

PUBLIC HEARING

None.

ADMINISTRATIVE REPORTS

182 2023 08-07 MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY MI-HOPE GRANT APPLICATION RESOLUTION

Moved by Stroh. Seconded by Pattison.

Adopt the Resolution to allow the Housing Department to apply for Michigan's Housing Opportunities Promoting Energy Efficiency (MI-HOPE) Phase 4.

RESOLUTION #2023-25

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY (MSHDA)
MICHIGAN HOUSING OPPORTUNITIES PROMOTING
ENERGY EFFICIENCY PROGRAM (MI-HOPE)**

CITY OF LAPEER HOUSING IMPROVEMENT GRANT APPLICATION

WHEREAS, the City of Lapeer is interested in the continuing effort to improve the housing stock and provide affordable housing opportunities for its moderate, low and very low-income residents; and

WHEREAS, the Lapeer City Commission accepts the recommendation of the City of Lapeer Housing Improvement Department to apply for \$110,000 through the Michigan State Housing Development Authority (MSHDA), Michigan's Housing Opportunities Promoting Energy-Efficiency (MI-HOPE) for City of Lapeer Housing Improvement Grant; and

WHEREAS, the Michigan State Housing Development Authority requires a resolution authorizing the submission of the aforementioned grant application; and

WHEREAS, said City Commission authorizes the mayor to sign the grant application forms, grant agreement and related documents as required by MSHDA and allow the Director of Housing and Neighborhood Development and Grant Administrator to sign related grant documents, financial status reports for payment, and other required reports when allowed by MSHDA as required.

THEREFORE, BE IT RESOLVED, that the Lapeer City Commission authorizes the City of Lapeer Housing Improvement Department to submit the application for funding through the Michigan State Housing Development Authority for a MI-HOPE City of Lapeer Housing Improvement Grant, authorizes the Mayor to sign grant application forms, grant agreement and related documents, and allow the Director of Housing and Neighborhood Development and Grant Administrator to sign related grant documents, financial status reports for payment, and other required reports when allowed by MSHDA as required on behalf of the City of Lapeer.

Ayes: Atwood, Cattane, Pattison, Stroh, Swindell.

Nays: None.

MOTION CARRIED. RESOLUTION DECLARED ADOPTED.

183 2023 08-07 DOWNTOWN DEVELOPMENT AUTHORITY-PROPOSED
SOCIAL DISTRICT EXPANSION

Moved by Stroh. Seconded by Cattane.

Adopt the Resolution for the designation of the Historic Lapeer Downtown Social District and Commons Area and authorize the City Manager to seek approval from the Michigan Liquor Control Commission.

RESOLUTION NO. 2023 – 26

A RESOLUTION FOR THE DESIGNATION OF THE HISTORIC LAPEER
DOWNTOWN SOCIAL DISTRICT AND COMMONS AREA AND
RECOMMENDATION TO THE MICHIGAN LIQUOR CONTROL COMMISSION
FOR APPROVAL OF CERTAIN LICENSEES FOR SOCIAL DISTRICT
PERMITS

WHEREAS, Pursuant to MCL 436.1551, the governing body of a local governmental unit may designate a Social District within its jurisdiction.

AND WHEREAS, to designate a Social District pursuant to MCL 436.1551, the local government shall:

- Designate a Social District that contains a commons area, as defined in MCL 436.1551(8)(a).
- Establish local management and maintenance plans, including hours of operation, for a commons area.
- Define and clearly mark with signs the designated commons area.
- A governing body of a local governmental unit shall not designate a Social District that would close a road unless the governing body receives prior approval from the road authority with jurisdiction over the road.
- The governing body shall maintain the commons area in a manner that protects the health and safety of the community.
- The governing body may revoke the designation if it determines that the commons area threatens the health, safety, or welfare of the public or has become a public nuisance. Before revoking the designation, the governing body must hold at least 1 public hearing on the proposed revocation. The governing body shall give notice as required under the open meetings act of the time and place of the public hearing before the public

hearing.

- The governing body shall file the designation or revocation of the Social District with the MLCC.

AND WHEREAS, the City of Lapeer has and intends to continue following the rules and requirements of the State of Michigan in the designation and operation of a Social District in its downtown.

AND WHEREAS, the City of Lapeer has worked with the Downtown Development Authority and a number of licensees to operate a safe and successful social district and commons area since 2021 and having also previously expanded the social district in 2022;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Lapeer City Commission designates the Historic Lapeer Social District for the downtown district on and along Nepessing Street with Mason Street on the western border and North Saginaw Street along the eastern border of the District. The District would also include the public area between Tech Smart USA (404 W. Nepessing Street) and Blend Frozen Yogurt (392 W. Nepessing Street) as well as the public area between Health Quest Physical Therapy (411 W. Nepessing Street) and Vinyl Bar and Grill (393 W. Nepessing Street) as well as the public areas immediately surrounding the Woodchips Barbecue and Tilted Axis restaurants, the public area adjacent to the downtown pavilion and the public pocket park located between the Pix Theater and Burke's Flowers.
2. Nepessing Street shall remain open to motor vehicle traffic; however the street area could be closed to vehicle traffic upon approval from the City of Lapeer, who is the road authority, for increased safety during special events where increased pedestrian traffic is anticipated. The depiction of the social district and commons area is set forth in the attached Exhibit A; and which the depiction is incorporated as part of this Resolution.
3. The Lapeer City Commission defines a Commons Area within the Historic Lapeer Social District consisting of certain public property and rights of way, the boundaries of which are set forth in the attached Exhibit A and which the depiction is incorporated as part of this Resolution. Such Commons Area is co-terminus with the Social District as a whole, sharing identical boundaries.
4. The Commons area will operate year-round, seven days a week with the exception of the Lapeer Schools June "Swing Out" event, the 3rd weekend of August during the annual Lapeer Days Celebrations and the 2nd weekend of October for the "Nightmare on Nepessing" event.
5. Hours of operation will be Monday – Thursday, between the hours of 11:00am and 10:00pm, Friday and Saturday between the hours of 11:00am and 11:00pm, and Sunday between the hours of noon and 10:00pm. No earlier nor any later than so listed per day.
6. The City Manager will review and approve the Management and Maintenance Plan developed by the Lapeer Downtown Development Authority for the Historic Lapeer Downtown Social District, having already been reviewed and approved of by the City Commission and Liquor Control Commission. Such Management and Maintenance

Plan includes hours of operation for the district that are within business hours and that shall conform with State Health or Emergency Orders when applicable.

7. The City Manager is authorized to apply for this Social District and Commons Area expansion with the Michigan Liquor Control Commission (MLCC) for the Historic Lapeer Downtown Social District as designated by this Resolution and to review and approve of all local applications from participating licensees and administer the Social District and Commons area on behalf of the City.
8. To recommend approval of necessary licensing by the Liquor Control Commission regarding the following licensees:
 - Wood Chips LLC DBA Wood Chips Barbecue
 - Liquid Art LLC DBA Tilted Axis Brewing Company
 - Jankovic Holdings INC DBA Old Detroit Burger Bar
 - Popovich Holdings INC DBA Vinyl Bar and Grill
9. The City Commission approves of attached Exhibit B, the City of Lapeer Historic Lapeer Social District Management and Maintenance plan.

Commissioner Swindell asked where we are at with making it safer to cross over Saginaw St. as this amendment does not include the other side of Saginaw St. City Manager Womack stated this is an expensive project and we will need to add it to the CIP.

Commissioner Atwood asked if there were any issues in our current social district that included acts of violence or any major problems. Chief Howe stated there are officers who patrol during Bike Night so there is additional coverage at the event and there have been no issues at all.

Commission Cattane asked if we had heard from the County of Lapeer regarding their property. City Manager Womack said he has been working with the County, and feels they are in favor of this expansion; and we are waiting for a memorandum of understanding from them.

Commissioner Pattison asked if there is a way to block off specific areas of the social district to from the consumption of alcohol when there is a family friendly event taking place. After a lengthy discussion, City Manager Womack stated he would work with the DDA to have extra signs made that indicates where the social district ends.

Ayes: Atwood, Cattane, Pattison, Stroh, Swindell.

Nays: None.

MOTION CARRIED.

CITY MANAGER'S REPORT

City Manager Womack requested the Commission designate a voting member and alternate voting member for the MML Annual Meeting/Convention being held October 18-20, 2023. The commission decided, Mayor Marquardt would be the voting member and Commissioner Cattane would be the alternate.

City Manager Womack presented the commission with a possible ordinance amendment to the Marihuana Facilities ordinance which would make changes to the language allowed on signage for marihuana businesses; the requirements for odor control on both the inside and outside of the business and changes to the co-location requirement of medical and adult use retail

facilities. As the commission has no objection, he will take the changes to the Planning Commission, and it will be brought back to the City Commission at a later date.

City Manager Womack stated that a request has been made for AT&T Metro Act Right of Way Permit Extension to December 31, 2028. We just received the map, and this item will be on the next agenda for approval.

City Manager Womack stated that the Youth Council is an ordinance that is in place. The ordinance has unnecessarily rigid requirements and makes it difficult to do anything, therefore he would recommend the commission repeal this ordinance.

City Manager Womack stated there is a public forum taking place August 29, 2023, at 6:30 p.m. in the City Commission Chambers for the Kiwanis playground. This will provide an opportunity for the public and the residents to comment on the project.

City Manager Womack reminded the Commission about the joint meeting that will take place on, August 14, 2023, at 5:30 p.m. at the Community Center, lower level. The joint meeting will be held with the members of the City Commission, Planning Commission, Zoning Board of Appeals and Downtown Development Authority. This will be a training session for all attendees which will cover the Freedom of Information Act and Open Meetings Act, as well as a brainstorming session.

City Manager Womack stated that he and Director of Financial Services Kelly Hanna have looked at the Special Assessment District administrative fees and have identified a 5% administrative fee that has been charged in the past but may not need to be for this SAD. Stay tuned, more information to come.

CITY ATTORNEY'S REPORT

None.

UNFINISHED BUSINESS

184 2023 08-07 REAPPOINTMENT TO LOCAL DEVELOPMENT FINANCE AUTHORITY

Moved by Marquardt. Moved by Cattane. Seconded by Pattison.

To reappoint Art Sieting and Denis McCarthy to the Local Development Finance Authority for terms to expire August 1, 2027.

Ayes: Atwood, Cattane, Pattison, Stroh, Swindell.

Nays: None.

MOTION CARRIED.

185 2023 08-07 REAPPOINTMENT TO PLANNING COMMISSION

Moved by Marquardt. Moved by Stroh. Seconded by Swindell.

To reappoint Marty Johnson to the Planning Commission for a term to expire August 1, 2026.

Ayes: Atwood, Cattane, Pattison, Stroh, Swindell.

Nays: None.

MOTION CARRIED.

186 2023 08-07 APPOINTMENT TO ELECTION COMMISSION

Moved by Pattison. Seconded by Atwood.

To appoint T. Allen Francis to the Election Commission for a term to expire January 1, 2024.
Ayes: Atwood, Cattane, Pattison, Stroh, Swindell.
Nays: None.
MOTION CARRIED.

187 2023 08-07 APPOINTMENT TO LAPEER BUILDING AUTHORITY

Moved by Pattison. Seconded by Stroh.
To appoint Kenneth Parker to the Lapeer Building Authority for a term to expire June 1, 2024.
Ayes: Atwood, Cattane, Pattison, Stroh, Swindell.
Nays: None.
MOTION CARRIED.

188 2023 08-07 APPOINTMENT TO YOUTH COUNCIL

Moved by Pattison. Seconded by Cattane.
To table the appointment of the Youth Council representative until the concerns are resolved.
Ayes: Atwood, Cattane, Pattison, Stroh, Swindell.
Nays: None.
MOTION CARRIED.

189 2023 08-07 APPOINTMENT TO ZONING BOARD OF APPEALS (ALTERNATE)

Moved by Cattane. Seconded by Stroh.
To appoint Kenneth Parker to the Zoning Board of Appeals, alternate for a term to expire April 1, 2025.
Ayes: Atwood, Cattane, Pattison, Stroh, Swindell.
Nays: None.
MOTION CARRIED.

DEPARTMENTAL REPORTS

The Quarterly Financial Report – Ended June 30, 2023; the Quarterly Investment Report – Ended June 30, 2023; and the Local Officers Compensation Commission Salary Determination were received into the record.

PUBLIC COMMENTS

None.

MAYOR/COMMISSIONER COMMENTS

Commissioner Cattane: Weather on Friday was wonderful; enjoyed Bike Night and the live music. Mr. Alt asked for his help painting the social district; he had his son come help, nice lesson for his son. His son has passed his driving test. Enjoy Lapeer Days.

Commissioner Atwood: Challenged the other boards to a basketball game since the Joint meeting is at the community center; just kidding.

Commissioner Stroh: Gotten over a wonderful summer of camps with our youth in the community. Center for the Arts is doing another production for the youth soon. Nice to see all the organizations coming together. There are many projects going on around the city so be careful out there.

Commissioner Swindell: Will contact the three (3) youth council members. Please be patient while driving in the construction around town. Visit the businesses along Genesee, they are concerned about losing business during construction. Year-round school is back in session; be aware of the busses and the kids. The new disc golf course is open and being used a lot; everyone seems excited to use the course; grand opening will be taking place in the near future.

Commissioner Pattison: Time to talk about the ice rink; would like control of the ice rink to be given to Parks and Rec to handle as one of their assets and remove the Commission from it. Enjoy the rest of the summer. Assessing Department passed its audit with 100%.

City Manager Womack: Suggested giving the remaining members of the Youth Council a tour of the city operations so they could have a behind the scenes look.

Mayor Marquardt: Read the list of the events coming up. Next public hearing for the Special Assessment District is August 21, 2023. Thanked Commissioner Stroh for his fabulous direction of the youth show, Pure Imagination. Thanked the Fire, Police and Emergency Services here in the Lapeer County; has experienced two events in the last couple weeks, in a different county where services were called for and the emergency services could not respond in a timely manner; one resulted in death. Thanked Shelley Lincoln in the Housing Department for all her work toward the grants that we receive.

190 2023 08-07 ADJOURNMENT

Moved by Cattane.

Adjourn the regular meeting at 7:44 p.m.

Ayes: Atwood, Cattane, Pattison, Stroh, Swindell.

Nays: None.

MOTION CARRIED.

The regular meeting adjourned at 7:44 p.m.

Debbie Marquardt, Mayor

Romona Sanchez, City Clerk



ITEM C-1

To: Mike Womack, City Manager
From: Jeff Graham, Director of Public Service
Date: August 14, 2023
RE: Fixed Asset Disposal – 2014 Scag Turf Tiger Zero Turn

STAFF RECOMMENDATION

It is recommended that the City Commission approve the sale of 2014 Scag Turf Tiger Zero Turn Mower.

CURRENT OR NEW INFORMATION

The Department of Public Works is requesting permission to sell the 2014 Scag Turf Tiger Zero Turn Mower VIN number is K2000144 City asset #400035 and has been replaced with CIP Project number #22904. In approving this item for disposal, it will be sold on an auction site through Govdeals.

EQUIPMENT: 2014 SCAG TURF TIGER ZERO TURN
Department: Parks
Year: 2014
Vin : # K2000144
CITY ASSET: #400035

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

AGENDA ITEM REVIEW

Meeting Date:	August 21, 2023	Date Reviewed:	August 15, 2023
Consent:	X	Reviewed By:	
Administrative:			
Public Hearing:			



RECEIVED

JUL 20 2023

CITY MANAGER
LAPEER, MI

AT&T Michigan
Angela Wesson
METRO Act Administrator
54 N. Mill Street
Mailbox #30
Pontiac, MI 48342

July 1, 2023

Lapeer City Clerk
576 Liberty Park
Lapeer, MI 48446

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear Lapeer City Clerk,

This is a letter agreement which extends the existing METRO Act Permit issued by the Lapeer City/Lapeer County to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on December 31, 2023. The extension is for a term to end on December 31, 2028.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the address on this letterhead. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Regulatory Information, Telecommunications, and METRO Act/Right of Way.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Angela Wesson via e-mail, AD3245@att.com or 248-877-9518.

Agreed to by and on behalf of the
Lapeer City

By: _____
Signature

Its: _____

Date: _____

**Michigan Bell Telephone Company d/b/a
AT&T** acknowledges receipt of this
Permit Extension granted by the municipality.

By: _____
Angela Wesson

Its: METRO Act Administrator

Date: _____

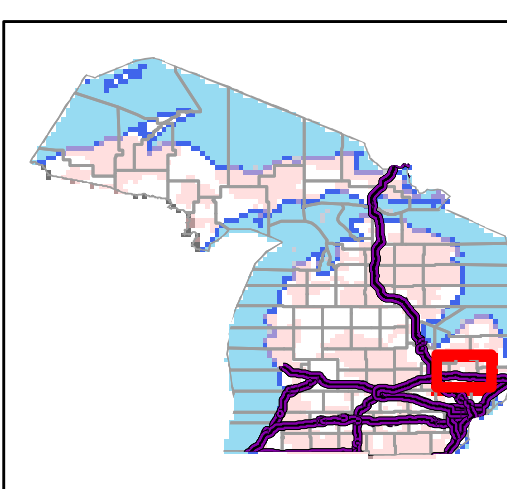
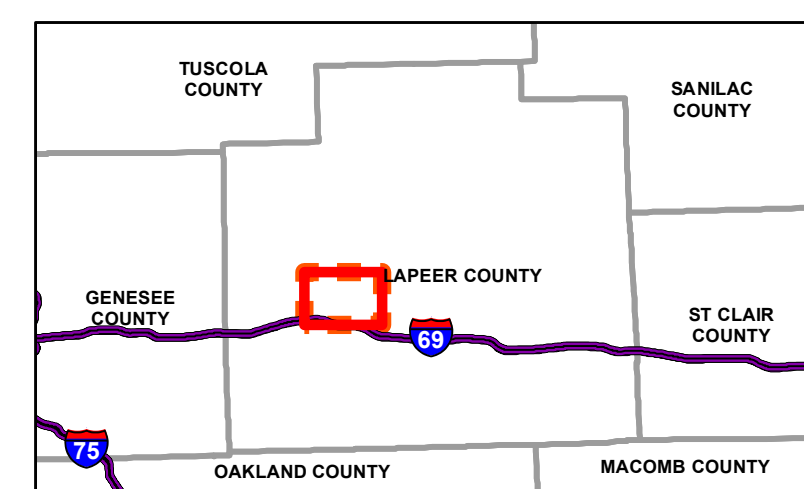


Michigan Metro Act

Lapeer Metro Act Route Maps 2023 Project

Sheet: A1

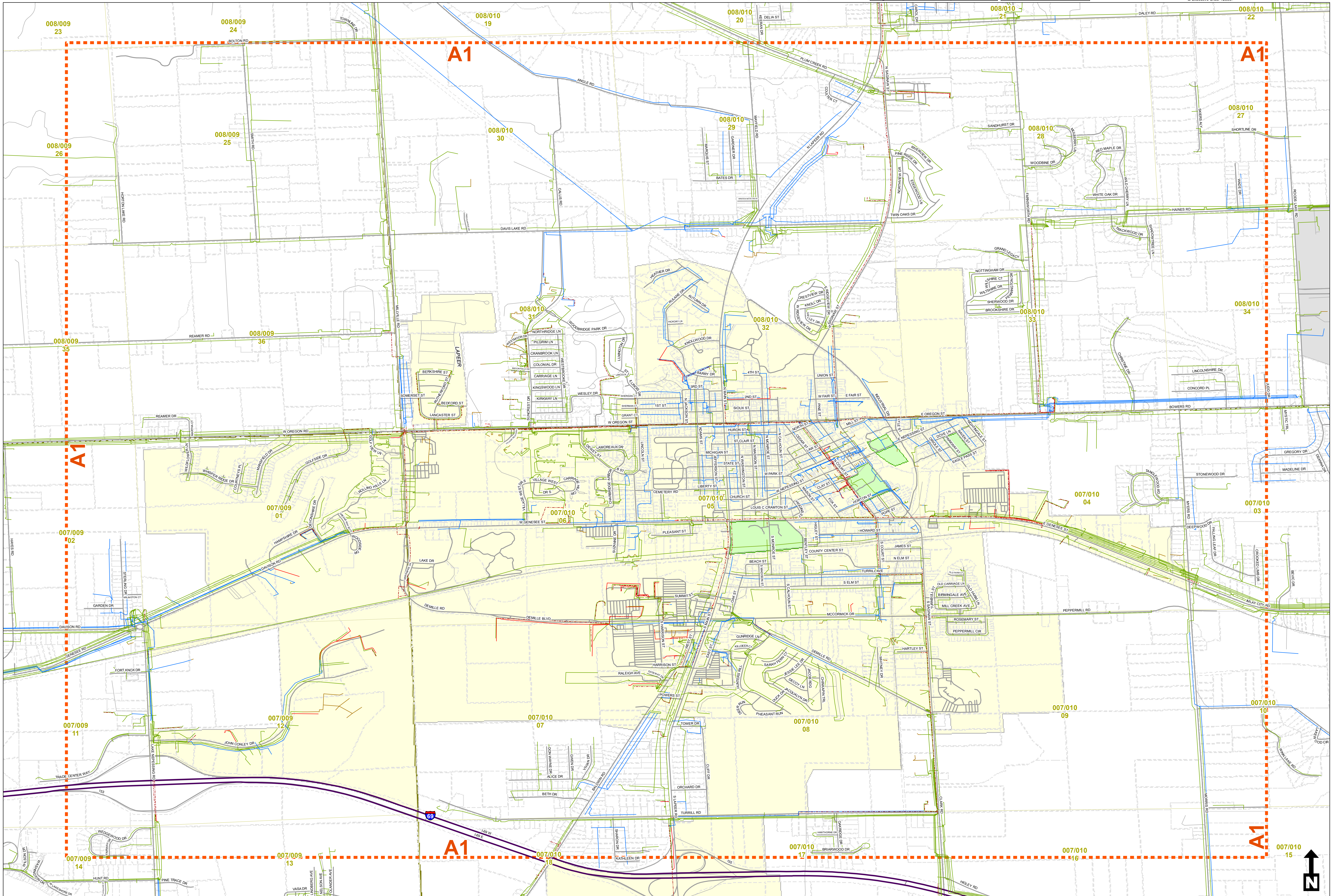
- Conduit
- Aerial
- Building
- Buried
- Underground
- Mapping Index
- Township Range Section
- Out of Franchise Area
- City Limit Boundaries
- Interstates
- Streets
- Railroads
- Airports
- Parks
- Parcel Lines



Copyright 2019 AT&T Intellectual Property. All rights reserved. AT&T and the AT&T logo are trademarks of AT&T Intellectual Property. The copying, scanning or other reproduction of this map without prior written permission of AT&T Intellectual Property is strictly prohibited. This map is provided "as is". Neither AT&T Intellectual Property nor any of its affiliates shall have any liability whatsoever to any person or entity for or on account of any injury, loss, or damage of any kind or nature sustained by, or any liability incurred by or imposed upon any other person or entity arising out of or in connection with or resulting from the use of this map.

Location of facilities shown herein are subject to field verification. No liability is assumed by AT&T as to the accuracy of location facilities. Please call USA at 811 two working days in advance of any grading or excavation in vicinity of our underground facilities. AT&T property (internal use only). Not for use or disclosure outside the AT&T companies except under written agreement. Toco proprietary data is not to be disclosed to select employees.

AT&T PROPRIETARY-This information constitutes confidential trade secrets and commercial or financial information owned by AT&T and is shared for Critical Infrastructure Protection purposes only. It is exempt from disclosure under the Freedom of Information Act (5 USC 552), Exemption (b)(3)(A), and its disclosure is prohibited under the Trade Secrets Act (18 USC 1905). Critical Infrastructure Information Act of 2002, 6 USC 133, and any State or local law requiring disclosure of information or records. This information must not be copied or distributed to others not agreed upon by AT&T, but in all events do not copy or distribute to such others without notification pursuant to Executive Order 12800.



Introduction

With the passage of the Metropolitan Extension Telecommunication Rights-of-Way Oversight (METRO) Act (2002 PA 48), Michigan entered a new era in regard to deployment of telecommunications services, management of public rights-of-way, and compensation to local units of government.

The act is designed to bring substantial funds to assist in managing and maintaining your public rights-of-way and reduce conflicts with telecommunications providers. All providers will be subject to the fee. When fully implemented, providers will pay an annual maintenance fee of five cents per linear foot. These funds – estimated at between \$25 and \$30 million per year – will be distributed to local governments on a formula basis.

The METRO Act went into effect November 1, 2002. The deadline for cities and villages to opt in – and thereby receive funding – is December 31, 2003. However, the changes it will bring need to be understood much sooner. City and village officials will have the opportunity to learn more about the new act and what they need to do to implement it through the League's web site (www.mml.org) and Michigan Municipal League seminars.

Essential elements include:

- An annual maintenance fee will be assessed each year on all telecommunications providers. The fee will be two cents per linear foot of public right-of-way used for the first five months and five cents thereafter.
- Municipalities may decide to either “opt in” or “opt out” of the distribution provisions. A municipality that chooses to opt out may be able to continue to enforce its existing permit agreements with telecom providers. The choice to opt out, however, may be permanent. Those that elect to opt in must amend their existing permits/franchise agreements by December 31, 2003.
- Municipalities may use fees generated under the provisions of the act only for right-of-way purposes.
- Traditional cable franchise fees remain in place. (The Federal Communications Commission (FCC) recently ruled that cable modem service revenue should not be subject to a municipal cable franchise fee.)
- Standardized “safe harbor” permit and application forms must be used. Municipalities must act on a permit application within 45 days of application, as opposed to the previous 90-day limit. There is a one-time \$500 application fee that telecom providers who apply for a permit must pay. (This does not apply to SBC/Ameritech and some other phone companies.)
- Of the first \$30 million in fee revenue collected annually, 75 percent will be distributed to cities and villages using a distribution formula based on the same formula used for state trunk line highway funds (Act 51). The other 25 percent will be distributed to townships based on linear feet of public rights-of-way in each township. Revenues in excess of \$30 million per year, including as a result of construction of new facilities, will be distributed to local governments on the basis of new linear feet of rights-of-way used, but weighted to recognize underground lines and lines in population centers.
- Municipalities will have to implement financial systems to track the use and application of funds received from the METRO Authority, and be prepared to file an annual report.

METRO ACT

PA 48 of 2002

Additional Questions and Answers to Assist in Implementing the Act.

1. Q. Who must acquire a permit? And where?
A. All providers “owning telecommunications facilities located within a public right of way”, excluding a federally licensed provider of commercial mobile radio service as defined in the FTA, 47 U.S.C. 332, and service provided by any wireless two way communication device as described on section 2(k) of PA 48 of 2002, must acquire a permit from municipalities where facilities are located.
2. Q. Providers who *lease* telecommunication facilities, must they obtain a permit also?
A. No, only telecommunications providers that *own* telecommunication facilities must obtain a permit. The METRO Authority has made some determinations regarding leased facilities. Please refer to the METRO Authority web site at www.michigan.gov/metro for further information.
3. Q. If a provider has a permit under the Michigan Telecommunications Act (MTA), must the provider still file a permit?
A. No, a provider who filed a permit under the MTA satisfies the METRO Act’s permit requirements.
4. Q. What was the deadline for filing a permit for providers with facilities in place at the time of enactment of the METRO Act?
A. Providers without permits had until May 1, 2003 to apply for a permit for facilities in place at the time of the enactment of the METRO Act. The METRO Authority extended the deadline to October 27, 2003 for a few providers at their request.
5. Q. If a provider fails to file a permit, what are the consequences?
A. No access to public right-of-way and subject to fines under section 18(2) of the Act. In addition, the provider may be trespassing and may be subject to civil infraction penalties.
6. Q. How will a provider know whether a municipality is in compliance with the act or not?
A. “The municipalities shall provide each provider affected by the fee a copy of the resolution or ordinance” as adopted by the municipality in compliance with section 14(1) of PA 48 of 2002. In addition, the METRO Authority has a list of all ineligible municipalities under determination number 8 on its website at www.michigan.gov/metro
7. Q. If a municipality “opts out,” must the provider still file a permit with that municipality?
A. Yes, and the provider is still obligated to comply with any other existing rules and regulations.

8. Q. Must cable companies providing telecommunications services file a permit?
A. A separate provision for cable franchise holders under section 8(11) of PA 48 of 2002 allows for an alternative agreement to satisfy the permit requirements.
9. Q. Who is exempt from filing a permit?
A. A governmental entity, educational institution or utility, who does not provide telecommunication service to outside third parties for compensation, as specified in section 8(18,19,20) of PA 48 of 2002 is exempt from filing a permit.
10. Q. What do providers get in return?
A. They will receive relatively uniform treatment among Michigan municipalities including a safe harbor permit to streamline the permit process. If there is no agreement between both parties, the matter is submitted to mediation and, if not resolved in that manner, the Michigan Public Service Commission will decide.
11. Q. What's the difference between the unilateral permit and the bilateral permit?
A. The bilateral permit is a signed contractual agreement for up to 30 years (initial 15 years with a possibility of another 15 year extension). The unilateral permit is issued by a municipality and is for 5 years or less.
12. Q. What are the fees associated with this permit?
A. There will be a \$500 one time application fee paid to the municipality by all providers for permits submitted to municipalities after October 27, 2003. (Providers such as AT&T Michigan and Verizon were grandfathered and exempt from paying the \$500 application fee for the initial phase of this process until October 27, 2003 under Sec. 5(3) of PA 48 of 2002) Also, an annual maintenance fee is paid by providers to the METRO Authority (who distributes the monies to the various municipalities) pursuant to Section 8 of the METRO Act. For further details, please refer to the METRO Authority's determination number 3 at www.michigan.gov/metro
13. Q. What telecommunication facilities are included in the assessment of linear feet?
A. PA 48 OF 2002 defines "telecommunication facilities" as "the equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication facilities or facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in section 332(d) of part I of title III of the communications act of 1934, chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 C.F.R. 20.3, and service provided by any wireless, 2-way communication device."

14. Q. Will the underserved areas be negatively affected by this act?
A. No, the METRO Authority may waive assessed provider fees for underserved areas (as defined in Broadband Development Authority Act 49 of 2002). Two thirds of the affected municipalities must also approve the waiver because it reduces their payments from the METRO Authority.
15. Q. For Telecommunication providers who share facilities, how does the METRO Authority assess their fees?
A. Providers sharing poles, trenches, etc...may be entitled to a 40% discount of their fees. The discount applies only to new facilities installed on or after November 1, 2002 pursuant to shared use agreements executed after November 1, 2002.
16. Q. How and when will the collected fees be distributed to the municipalities?
A. 100% of the collected funds will be distributed back to the municipalities by May 31 of each year. Cities and villages will receive 75% using section 13 of PA 51 of 1951 formula. Townships will receive 25% based on the total linear feet of right-of-way in the township as specified in section 11 of PA 48 OF 2002.
17. Q. When and how must the municipalities “opt in”?
A. The municipalities initially had to “opt in” by December 31, 2003. However, if the municipalities wished to receive a payment by May 2003, the Authority strongly encouraged the municipalities to be in compliance by April 29, 2003. The municipalities had to send the METRO Authority as well as the providers (section 13(4) of PA 48 of 2002) a resolution or ordinance stating their decision to comply with the METRO Act. In addition, the municipality had to modify “any fees charged to providers after November 1, 2002 relating to access to and usage of the public rights of way to an amount not exceeding the amount of fees and charges required under this Act.” Subsequently, PA 130 of 2008 allowed municipalities which had not previously “opted in” to do so. For further details, please refer to the METRO Authority’s determination number 8 at www.michigan.gov/metro
18. Q. If a municipality decides to “opt out”, what will happen?
A. The municipalities that “opt out” will not be eligible to receive any funds from the METRO Authority. The municipality will then be required to use its existing permit agreements with telecom providers. At such time as the permit expires, it will be unable to charge fees.
19. Q. How can a municipality verify they are in compliance with the METRO Authority?
A. Contact Mr. Melvin Farmer of the METRO Authority at:
Phone: 517-373-0194
Email: metroinfo@michigan.gov or farmerm@michigan.gov
Web: www.michigan.gov/metro

20. Q. How can the municipalities dispose of these monies distributed from the fund?
- A. Distributions must be used “solely for rights-of-way related purposes”. In addition, municipalities with over 10,000 population must file an annual report with the Authority on use and disposition of funds. The METRO Authority has issued guidelines for the use and reporting of METRO Act funds on its website at www.michigan.gov/metro
21. Q. Would MDOT improvements, sidewalks, and management tool software be considered “rights-of-way related purposes”?
- A. These items can be considered “rights-of-way related purposes” if they comply with section 10(4) of PA 48 of 2002.
22. Q. Could insurance be purchased instead of a bond?
- A. The METRO Act clearly specifies “a municipality may require as a condition of the permit that a bond be posted by the provider, which shall not exceed the reasonable cost to ensure that the public right-of-way is returned to its original condition during and after the provider’s access and use.”

Frequently Asked Questions

METRO ACT

Last updated on November 30, 2021

Who should the municipalities notify of permit approvals/denials?

The municipalities should notify the Michigan Public Service Commission (MPSC) of permit approvals/denials. A letter indicating the following details of the permit should be included:

1. Who the permit is with
2. Date of application
3. Date of approval/denial
4. Whether the permit is unilateral or bilateral
5. Contact person for the municipality with phone number and email address

The letter should be sent to the attention of:

Mr. Ryan McAnany, Director
Telecommunications Division
Michigan Public Service Commission
7109 W. Saginaw Hwy.
P.O. Box 30221
Lansing, MI 48909

What list does the MPSC suggest the municipalities use to notify providers of a new telecommunication ordinance?

The Michigan Public Service Commission recommends that the municipalities use two lists that are posted on our website.

The list of regulated local telephone companies licensed in Michigan:

http://www.michigan.gov/documents/mpsc/newlocal_558171_7.pdf

and, the list of regulated telephone interexchange carriers and competitive access providers:

http://www.michigan.gov/documents/mpsc/ixclist_558170_7.pdf

Are cable providers covered under this act?

Sec. 8 (11) states that "Notwithstanding any other provision of this act, a provider possessing a franchise or operating with the consent of a municipality to provide and that is providing cable services within a metropolitan area is subject to an annual maintenance fee of 1 cent per linear foot of public right-of-way occupied by the provider's facilities within the metropolitan area." Cable providers that also provide telecommunication services fall within this provision of the act, however cable providers that only provide cable television service are exempt from this provision.

Is the rate cap designed to apply to the CLECs?

Act 48 defines an ILEC by incorporating the definition contained in the Federal Telecommunications Act. 47 U.S.C. 251 (h) defines an ILEC as an entity that was providing telephone exchange service on 2/8/96. Consequently, the portion of Sec. 8 (6) of Act 48 that refers to ILECs would be applicable to those entities providing telephone exchange service on 2/8/96. All others would be providers as referenced in

Sec. 8 (6) (b), which states that “for all other providers in an exchange, the fee per linear foot for the provider’s facilities located in the public right-of-way in that exchange shall be the same as that of the incumbent local exchange carrier.” For purposes of this section, Allband Communications Cooperative is also considered an ILEC.

How many days does a Municipality have to approve or deny a permit for access to a public right-of-way?

45 days. (Sec. (15(3))

Is a permit required for new construction?

Yes. In addition, a one-time \$500 application fee (Sec. 6(4) must be paid to the Municipality along with a route map to both the Commission and the Municipality within 90 days of the full completion of the construction (Sec. 6(7)).

How does the permit process work?

A provider using or seeking to use public rights-of-way in a metropolitan area for its telecommunication facilities shall obtain a permit from the Municipality and pay all fees required under the act.

Authorizations or permits previously obtained from a Municipality satisfy the permit requirement of this section (Sec. 5(1))

What if a township also requires a provider to get approval of the county, how does Act 48 apply?

P.A. 48 is silent as to the role of the counties; however, providers must also comply with any county requirements for a permit to work within the county road right of way.

Where and in what format do the municipalities send the route maps as required by the Act under section 6(8)?

Within 90 days after the substantial completion of construction of new facilities in a municipality, a provider shall submit route maps showing the location of the telecommunication facilities to both the commission and the affected municipalities (Section 6(7) of Act 48).

Route maps shall be submitted in electronic form. If the provider is not able to provide electronic maps, the provider must seek a waiver from the Commission. A request for a waiver shall include all necessary supporting documentation. If a municipality does not have electronic capabilities, the municipality and the provider should work out an acceptable agreement

(<https://mi-psc.force.com/s/case/500t0000008eersAAA/>).

Also see the METRO authority Route Map Minimum Requirement Instructions/Guidelines issued in 2008:

https://www.michigan.gov/documents/mpsc/Route_Map_Minimum_Requirements_480716_7.pdf

Who must acquire a permit? And where?

All providers “owning telecommunications facilities located within a public right of way”, excluding a federally licensed provider of commercial mobile radio service as defined in the FTA, 47 U.S.C. 332, and service provided by any wireless two way communication device as described on section 2(k) of PA 48 of 2002, must acquire a permit from municipalities where facilities are located.

Providers who *lease* telecommunication facilities, must they obtain a permit also?

No, the MPSC has determined that only telecommunications providers that *own* telecommunication facilities must obtain a permit. See Docket U-14878

(<https://mi-psc.force.com/s/case/500t0000008ef89AAA/>)

If a provider has a permit issued under the Michigan Telecommunications Act (MTA) prior to Act 48 of 2002, must the provider still file for a METRO permit?

No, a provider with an active permit under the MTA satisfies the METRO Act's permit requirements.

What was the deadline for filing a permit for providers with facilities in place at the time of enactment of the METRO Act?

Providers without permits had until May 1, 2003 to apply for a permit for facilities in place at the time of the enactment of the METRO Act. The METRO Authority extended the deadline to October 27, 2003 for a few providers at their request.

If a provider fails to file a permit, what are the consequences?

No access to public right-of-way and subject to fines under section 18(2) of the Act. In addition, the provider may be trespassing and may be subject to civil infraction penalties.

How will a provider know whether a municipality is in compliance with the act or not?

"The municipalities shall provide each provider affected by the fee a copy of the resolution or ordinance" as adopted by the municipality in compliance with section 14(1) of PA 48 of 2002. In addition, the Local Community Stabilization Authority (formerly METRO Authority) has a list of all ineligible municipalities under determination number 8 on its website at

http://www.localcommunitystabilizationauthoritymi.gov/wp-content/uploads/2015/05/mun_not_opted_in_web_page_144446_7.pdf

If a municipality "opts out," must the provider still file a permit with that municipality?

Yes, and the provider is still obligated to comply with any other existing rules and regulations.

Must cable companies providing telecommunications services file a permit?

A separate provision for cable franchise holders under section 8(11) of PA 48 of 2002 allows for an alternative agreement to satisfy the permit requirements.

Who is exempt from filing a permit?

A governmental entity, educational institution or utility, who does not provide telecommunication service to outside third parties for compensation, as specified in section 8(18,19,20) of PA 48 of 2002 is exempt from filing a permit.

What do providers get in return?

They will receive relatively uniform treatment among Michigan municipalities including a safe harbor permit to streamline the permit process. If there is no agreement between both parties, the matter is submitted to mediation and, if not resolved in that manner, the Michigan Public Service Commission will decide.

What's the difference between the unilateral permit and the bilateral permit?

The bilateral permit is a signed contractual agreement for up to 30 years (initial 15 years with a possibility of another 15 year extension). The unilateral permit is issued by a municipality and is for 5 years or less.

What are the fees associated with this permit?

There will be a \$500 one time application fee paid to the municipality by all providers for permits submitted to municipalities after October 27, 2003. (Providers such as AT&T Michigan and Frontier, fka Verizon were grandfathered and exempt from paying the \$500 application fee for the initial phase of this process until October 27, 2003 under Sec. 5(3) of PA 48 of 2002). Also, an annual maintenance fee is paid by providers to the Local Community Stabilization Authority (formerly METRO Authority) who distributes the monies to the various municipalities pursuant to Section 8 of the METRO Act. For further details, please refer to the LCSA's determination number 3 at

http://www.localcommunitystabilizationauthoritymi.gov/wp-content/uploads/2015/05/Determination_No_126181_7.3.pdf

What telecommunication facilities are included in the assessment of linear feet?

PA 48 OF 2002 defines "telecommunication facilities" as "the equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals.

Telecommunication facilities or facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in section 332(d) of part I of title III of the communications act of 1934, chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 C.F.R. 20.3, and service provided by any wireless, 2-way communication device."

For Telecommunication providers who share facilities, how does the Local Community Stabilization Authority (formerly METRO Authority) assess their fees?

Providers sharing poles, trenches, etc...may be entitled to a 40% discount of their fees. The discount applies only to new facilities installed on or after November 1, 2002 pursuant to shared use agreements executed after November 1, 2002.

How and when will the collected fees be distributed to the municipalities?

100% of the collected funds will be distributed back to the municipalities by May 31 of each year. Cities and villages will receive 75% using section 13 of PA 51 of 1951 formula. Townships will receive 25% based on the total linear feet of right-of-way in the township as specified in section 11 of PA 48 OF 2002.

When and how must the municipalities "opt in"?

The municipalities initially had to "opt in" by December 31, 2003. However, if the municipalities wished to receive a payment by May 2003, the METRO Authority strongly encouraged the municipalities to be in compliance by April 29, 2003. The municipalities had to send the METRO Authority as well as the providers (section 13(4) of PA 48 of 2002) a resolution or ordinance stating their decision to comply with the METRO Act. In addition, the municipality had to modify "any fees charged to providers after November 1, 2002 relating to access to and usage of the public rights of way to an amount not exceeding the amount of fees and charges required under this Act." Subsequently, PA 130 of 2008 allowed municipalities which had not previously "opted in" to do so. For further details, please refer to the Local Community Stabilization Authority's (formerly METRO Authority) Determination number 8 at

http://www.localcommunitystabilizationauthoritymi.gov/wp-content/uploads/2015/05/mun_not_opted_in_web_page_144446_7.pdf

If a municipality decides to “opt out”, what will happen?

The municipalities that “opt out” will not be eligible to receive any funds from the Local Community Stabilization Authority (formerly METRO Authority). The municipality will then be required to use its existing permit agreements with telecom providers. At such time as the permit expires, it will be unable to charge fees.

How can a municipality verify they are in compliance with the Local Community Stabilization Authority (formerly METRO Authority)?

Contact the LCSA (via the Michigan Municipal Services Authority):

Phone: 269-888-3732

Email: director@lcsami.gov

Or Kristen Delaney at 734-726-4113

admin@lcsami.gov

Would MDOT improvements, sidewalks, and management tool software be considered “rights-of-way related purposes”?

These items can be considered “rights-of-way related purposes” if they comply with section 10(4) of PA 48 of 2002.

Could insurance be purchased instead of a bond?

The METRO Act clearly specifies “a municipality may require as a condition of the permit that a bond be posted by the provider, which shall not exceed the reasonable cost to ensure that the public right-of-way is returned to its original condition during and after the provider’s access and use.” (Sec. 19(2)(c) of PA 48.

To: Mike Womack, City Manager
From: Jeremy Howe, Chief of Police
Date: August 16, 2023
RE: Special Event – Disc Golf Grand Opening

STAFF RECOMMENDATION

Approve Event.

CURRENT OR NEW INFORMATION

City of Lapeer would like to sponsor the Cramton Park Disc Golf Grand Opening. The purpose of the event is to officially open and bring awareness to the newly developed 11-Hole Disc Golf Course. Rodney Church is the contact person for this event. The event will take place on September 24th, 2023, at 11:00 am – 4:00 p.m. on Hole 1 of the course located at Cramton Park. There will be a ribbon cutting and brief ceremony.

AGENDA ITEM REVIEW

Meeting Date: August 21, 2023

Date Reviewed: August 16, 2023

Consent: X

Administrative:

Reviewed By: D. Jansen, Deputy Clerk

Public Hearing:

City of Lapeer SPECIAL EVENT APPLICATION (SEA)



DIRECTIONS: Complete this application in accordance with the City of Lapeer Special Events Ordinance and Regulations, and return it to the either Parks & Rec department (for events at a City Park) or to the City Manager's Office at least 30 Calendar days prior to the starting date of the event.

If you are requesting an event to take place in a CITY PARK, YOU MUST SUBMIT YOUR SEA DIRECTLY TO THE PARKS & RECS DEPARTMENT (Heather Bowman; Hbowman@ci.lapeer.mi.us). If your event is NOT in a City Park, your SEA should come directly to the City Manager's Office (Tracey Russell, Trussell@ci.lapeer.mi.us).

Sponsoring Organization
(Legal Name)

CITY OF LAPEER

Phone #

810-664-4431

Address

880 S. SAGINAW ST. LAPEER 48446

Organization Event
Coordinator/Contact

ROONEY CHURCH OR BRENT
GUEST

Phone #

ROONEY (810) 358-9431
BRENT (810) 569-2403

Event Coordinator/Contact
Address

880 S. SAGINAW ST. LAPEER 48446

Coordinator/Contact Email

rchurch@ci.lapeer.mi.us

Event Name

CRANTON PARK DISC GOLF COURSE GRAND OPENING

Purpose of Event

TO OFFICIALLY OPEN & BRING AWARENESS TO THE NEWLY DEVELOPED
11-HOLE DISC GOLF COURSE

Event Location

CRANTON PARK - HOLE 1

Have you
reserved your
park/pavilion?

Yes / ☒ No NOT NEEDED

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

SUN. SEPTEMBER 24TH, 2023

Event Time

11:00AM - 4:00PM

of Event

Organizational Team

5-7

of Expected

Attendees:

100+

Describe the activities

taking place at your event:

GRAND OPENING, RIBBON CUTTING, BRIEF CEREMONY,
MVP SPORTS PLANNING TO HAND OUT FREE DISCS TO THE PUBLIC. ABOVE PAR
DISC WILL HAVE A TENT

Please check what will be part of your event:

☒

Music**

☐

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:

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

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

What type of event is this:

<input checked="" type="checkbox"/> City Operated Event	<input type="checkbox"/> Other Non-Profit Event	<input type="checkbox"/> Co-Sponsored Event
	<input type="checkbox"/> Other For-Profit Event	<input type="checkbox"/> Political or Ballot Issue Event

INDEMNIFICATION AGREEMENT

The _____ 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: 8/16/23

Witness: [Signature] Date: 8/16/23

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): _____

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:

CANTON PARK PARKING LOTS

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

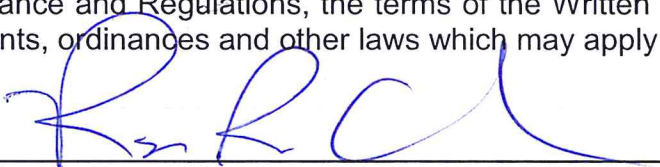
5. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that:

- 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.

8/16/23

Date


Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least thirty (30) days prior to the first day of the event to:

Special Event, City of Lapeer, City Manager's Office, 576 Liberty Park, Lapeer MI 48446.



ITEM C-4

To: City Commission
From: Mike Womack-City Manager
Date: August 17th, 2023
RE: Authorizing the City Manager or Police Chief to designate a (code) enforcement officer under the City Code and International Property Maintenance Code

STAFF RECOMMENDATION

It is recommended that the City Commission approve and authorize the City Manager or Police Chief to designate and appoint an “enforcement officer” to enforce various codes under the City’s ordinances, including specifically Chapter 38 Blight and under the International Property Maintenance Code.

CURRENT OR NEW INFORMATION

Chapter 38 and the International Property Maintenance Code require the appointment of an enforcement officer to enforce those specific codes within the City, sworn police officers are already authorized under the code language, but our code enforcement officer is not a sworn officer. This authorization by the Commission to the City Manager or Police Chief will enable the existing code enforcement officer and any future code enforcement officer to be able to enforce those codes.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

The City will be seeking to adopt the most recent edition of the International Property Maintenance code as an ordinance in the near future.

AGENDA ITEM REVIEW

Meeting Date:	August 21, 2023	Date Reviewed:	August 17, 2023
Consent:	X		
Administrative:		Reviewed By:	D. Jansen, Deputy Clerk
Public Hearing:			

§ 38-2. Definitions.

The following words or terms, when used herein, shall be deemed to have the meanings set forth below:

BLIGHTED STRUCTURE — Any dwelling, garage, or outbuilding, or any factory, shop, store, office building, warehouse, or any other structure or part of a structure which:[**Amended 3-30-1988**]

- A. Because of fire, wind, other natural disaster, or physical deterioration, is no longer habitable as a dwelling or useful for the purpose for which it was originally intended;
- B. Is partially completed and which is not presently being constructed under an existing, valid building permit issued by or under the authority of the City of Lapeer;
- C. Is not structurally sound, weathertight, waterproof or verminproof; or
- D. Is not covered by a water-resistant paint or other waterproof covering so as to protect said structure from the adverse effects of the elements or from physical deterioration.

BUILDING MATERIAL — Any lumber, bricks, concrete, cinder blocks, plumbing materials, electrical wiring or equipment, heating ducts or equipment, shingles, mortar, cement, nails, screws, or other material commonly used in the construction or repair of any buildings or structures.

ENFORCEMENT OFFICER — The Lapeer City Building Inspector, any Lapeer City police officer, or any other person designated by the Lapeer City Commission to enforce the provisions of this chapter.

JUNK — Any abandoned, discarded, unusable, or unused objects or equipment including, but not limited to, furniture, stoves, refrigerators, freezers, cans, implements, parts of motor vehicles, tires, machinery, cloth, rubber, bottles, any metals, boxes, cartons, or crates.[**Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)**]

PERSON — Any natural person, firm, association, partnership, or corporation.

VACANT BUILDINGS — Any building which is unoccupied and which is not securely locked, with the windows glazed or neatly boarded up and protected against the elements and from vandals and rodents and other animals.



ITEM D-1

To: Mayor and City Commission
From: Kelly Hanna, Director of Financial Services
Date: August 16, 2023
RE: Bill Listing – August 21, 2023

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 4, 2023, through August 18, 2023, in the total amount of **\$3,437,272.84** and find them to be proper charges.

AGENDA ITEM REVIEW

Meeting Date:	August 21, 2023	Date Reviewed:	August 16, 2023
Consent:	X	Reviewed By:	D. Jansen, Deputy Clerk
Administrative:			
Public Hearing:			

CHECK REGISTER FOR CITY OF LAPEER
CHECK DATE FROM 08/04/2023 - 08/18/2023

Check Date	Check	Vendor	Vendor Name	Amount
08/17/2023	596777	000261	LAPEER CO TREASURER	1,746,091.30
08/17/2023	1553(A)	000258	TIFA 3	873,774.38
08/17/2023	1533(A)	009409	GREAT LAKES WATER AUTHORITY	155,500.91
08/17/2023	1551(A)	000256	TIFA 1	112,938.02
08/17/2023	1552(A)	000257	TIFA 2	107,309.10
08/17/2023	596762	000259	DOWNTOWN DEVELOPMENT AUTHORITY	82,295.11
08/17/2023	1557(E)	006328	BLUE CROSS & BLUE SHIELD OF MI	67,283.80
08/17/2023	596783	010041	MILNES FORD INC	48,500.00
08/17/2023	1536(A)	000507	LOCAL DEV FINANCE AUTH	43,329.68
08/17/2023	1529(A)	000207	CIVES CORPORATION	34,998.00
08/17/2023	1537(A)	000159	MACQUEEN EQUIPMENT, LLC	24,090.83
08/17/2023	1549(A)	010165	SYSTEMS SPECIALTIES	15,302.00
08/17/2023	596782	010270	MIDWEST ILLUMINATION, INC	13,655.00
08/17/2023	596773	007485	KEMIRA WATER SOLUTIONS	10,376.58
08/17/2023	1555(A)	008926	WEX BANK	9,786.71
08/17/2023	596757	MISC-BDG	CONSUMERS ENERGY	6,250.00
08/17/2023	1558(E)	008757	CONSUMERS ENERGY	5,787.55
08/17/2023	1548(A)	000034	SO*MX LAWN & SNOW REMOVAL	5,734.27
08/17/2023	596792	000250	STATE OF MICHIGAN	5,328.15
08/17/2023	596764	MISC-BDG	ELITE CONCRETE, LLC	5,250.00
08/17/2023	1554(A)	000005	VC3, INC.	4,923.33
08/17/2023	1524(A)	009980	ABM COMMERCIAL CLEANING, LLC	4,480.00
08/17/2023	596790	000214	RESCOM ENVIRONMENTAL CORP	4,200.00
08/17/2023	1528(A)	006884	BROWNFIELD REDEVELOPMENT AUTH.	3,623.90
08/17/2023	1535(A)	010164	LEGACY ASSESSING SERVICES INC	3,400.00
08/17/2023	596781	001961	MICHIGAN PIPE & VALVE	3,174.41
08/17/2023	596794	006019	TRW LANDSCAPES LLC	2,500.80
08/17/2023	596744	001067	ACTION MUNICIPAL SUPPLY, LLC	2,465.46
08/17/2023	596745	MISC-BDG	AFFINITY LAND HOLDINGS LLC	2,000.00
08/17/2023	596793	000107	T. P. ISRAEL CO INC	1,900.00
08/17/2023	1538(A)	009081	MAUK, JODI	1,750.00
08/17/2023	1547(A)	009245	SMITH, SHANNON	1,750.00
08/17/2023	596774	009005	KENNEDY INDUSTRIES	1,731.00
08/17/2023	596755	009860	C & D COLLISION LLC	1,523.47
08/17/2023	1534(A)	009648	HAVILAND PRODUCTS COMPANY	1,470.00
08/17/2023	596756	009805	CARQUEST OF LAPEER	1,412.78
08/17/2023	1531(A)	000158	FIRE-DEX, GW LLC	1,356.50
08/17/2023	596767	009118	GENERAL CODE LLC	1,195.00
08/17/2023	596780	010052	MGS ELECTRIC INC.	1,190.00
08/17/2023	1550(A)	008345	TAYLOR, SARAH	971.16
08/17/2023	596797	007894	VERIZON WIRELESS	958.10
08/17/2023	1541(A)	000083	MUNICIPAL EMERGENCY SERVICES, INC	925.67

08/17/2023	596766	005988	FOSTER OIL CO	905.07
08/17/2023	596784	000114	MODERN OF METAMORA LLC	867.50
08/17/2023	1545(A)	000111	REAMER, RYAN	840.00
08/17/2023	596779	009739	MARCO TECHNOLOGIES, LLC	838.05
08/17/2023	596754	008708	BMI	807.12
08/17/2023	1546(A)	008978	RIGHT TOUCH LANDSCAPING INC	800.00
08/17/2023	1530(A)	000163	EUROFINS ENVIRONMENT TESTING	595.00
08/17/2023	596791	000097	SHIRLEY'S DRY CLEAN. & ALTERATIONS	565.45
08/17/2023	1526(A)	000201	AVENTRIC TECHNOLOGIES LLC	560.00
08/17/2023	596778	007993	LEONARD'S SYRUPS	540.69
08/17/2023	596771	000970	JAY'S SEPTIC	500.00
08/17/2023	596788	004959	PRINTING SYSTEMS	471.08
08/17/2023	596760	MISC-BDG	DISCOVER PLUMBING, INC	400.00
08/17/2023	596798	008151	VIEW NEWSPAPERS	382.71
08/17/2023	1539(A)	009382	MAURER'S TEXTILE RENTAL SERVICES	379.79
08/17/2023	596789	MISC-TAX	RAL REALTY LLC	345.44
08/17/2023	596799	001824	VILLAGE PRINTING	341.00
08/17/2023	596796	004089	USA BLUE BOOK	325.32
08/17/2023	596759	000058	DELYNN'S DESIGNS, INC	305.00
08/17/2023	1527(A)	009967	BARUZZINI AQUATICS	300.00
08/17/2023	596750	006304	ARNOLD'S AUTO WASH	264.00
08/17/2023	596772	000155	KARMA ENVIRONMENTAL SOLUTIONS LLC	250.00
08/17/2023	596785	MISC-BDG	MOORS MASONRY	250.00
08/17/2023	1544(A)	009982	PREIN & NEWHOF	240.00
08/17/2023	596765	000074	FENTON MEMORIALS & VAULTS, INC.	227.00
08/17/2023	596758	004422	CRAIG'S SIGNS	220.00
08/17/2023	596763	000156	DUNAWAY, AUSTIN	211.99
08/17/2023	596748	MISC-BDG	ANDY'S STATEWIDE HEATING & COOLING	200.00
08/17/2023	596751	MISC-BDG	AYERS BASEMENT SYSTEMS	200.00
08/17/2023	1543(A)	007285	PARAGON LABORATORIES, INC.	186.00
08/17/2023	596769	006805	GROUP RESOURCES	152.00
08/17/2023	596752	000131	BLIGHT'S CUSTOM LETTERING	117.00
08/17/2023	596761	009374	DOBIS, RENEE	107.56
08/17/2023	596746	000144	AIR ADVANTAGE, LLC	105.00
08/17/2023	596747	MISC-BDG	AMERICAN PLUMBING & HEATING, INC.	100.00
08/17/2023	596768	MISC-BDG	GRAND BAY ELECTRIC	100.00
08/17/2023	596770	MISC-BDG	HOLLAND HEATING & COOLING, INC	100.00
08/17/2023	596753	005987	BLUE FLAME PROPANE INC	97.81
08/17/2023	1532(A)	000282	FLINT WELDING SUPPLY CO	87.50
08/18/2023	596800	009371	LAPEER CO ASSESSOR ASSOC.	85.00
08/17/2023	1556(A)	000124	ZACHARY HILLMAN DO PLLC	75.00
08/17/2023	1540(A)	005784	MICHIGAN MUNICIPAL LEAGUE	65.00
08/17/2023	596775	000654	LAPEER CO REGISTER OF DEEDS	60.00
08/17/2023	1525(A)	004710	ADVANCE MARKING SYSTEMS	58.64
08/17/2023	596749	000213	ARAGONES, JESSE	36.13
08/17/2023	596786	000204	NEUMEYER, MICHAEL	35.00
08/17/2023	596776	000654	LAPEER CO REGISTER OF DEEDS	30.00

08/17/2023	1542(A)	004953	NYE UNIFORM CO	29.64
08/17/2023	596787	000209	PARSCH, SETH	20.00
08/17/2023	596795	008511	UPS	8.42
08/17/2023	1559(E)	000218	STATE OF MICHIGAN	1.96
TOTAL				<u>\$3,437,272.84</u>

CITY OF LAPEER
Proclamation
In Recognition of James E. Muxlow

WHEREAS, James E. Muxlow served as a Firefighter with the City of Lapeer Fire & Rescue Department from March 19, 1991, through June 10, 2023; and


WHEREAS, James E. Muxlow is an individual of great personal integrity and has given conscientious service to the citizens of the City of Lapeer and Lapeer County; and

WHEREAS, James E. Muxlow exemplifies professionalism, dependability, caring and hard work in his service as a Firefighter; and


WHEREAS, through his persistence, hard work, and dedication, James E. Muxlow has set an example for all Firefighters and is honored by his community;

NOW, THEREFORE BE IT RESOLVED, that I, Debbie Marquardt, Mayor of the City of Lapeer, and the Lapeer City Commission, take this opportunity on behalf of the people of the City of Lapeer to express official gratitude and deep appreciation to James E. Muxlow for his efforts and devotion to public service, and wish him continued success in all his endeavors.

Dated this 21st day of August 2023.



 Debbie Marquardt, Mayor



 Joshua Atwood, Commissioner


 Jeffrey Pattison, Commissioner


 Marlana Swindell, Commissioner


 Eric Cattane, Commissioner


 Tony Stroh, Commissioner


 Mike Womack, City Manager

August 8, 2023

To Mike Womack and the City Commission of the City of Lapeer;

My name is Donna Whittier 46 Old Carriage Ln Lapeer, I am one of the homeowners affected with the Special Assessment for Andrew Estate No.2.

I was in attendance at the July 17, 2023 meeting. I went to this meeting hoping to have a better understanding of why my home was going to have an assessment. At this meeting I was disappointed a lot of questions were asked and felt the answers were just not fully transparent. I fully understand none of you have been board members when Andrew Estate Project was established over 20 years ago, but I feel that the City of Lapeer must have some records on how the Andrew Estate Subdivision was approved and when the City of Lapeer took over ownership of the roads.

I am requesting a full disclosure of the bond that was established 20 years ago for this subdivision. I assumed the City of Lapeer would not approve the construction of this subdivision without a bond in place for completion of the roads. I would like to know if this subdivision was planned as two separate projects and if there was only one or two bonds for this project. I understand the builder went bankrupt, but I am assuming the City of Lapeer would have had to take action to assure the roads were completed as approved per the agreement of this project and any remaining road work would have been set aside in an escrow account before the City started maintaining the roads.

I would like an explanation of why Andrew Estate No.1 had their section paved a few years ago and these homeowners did not have an assessment attached to their property.

I am under the understanding the recent notification I recently receive shows the estimate at \$3,639.16. I am concern when will I be informed of the exact amount I will be responsible for? Or will this project be an estimate till completely finish? As a senior I am very concern on this extra cost I will need to budget for.

With future building in our sub division, will the builder be responsible for any damage and repairs and will the City have money in an escrow before building begins?

When this project is completed will the City be responsible for the up kept of these roads in the future?

Being a senior citizen and having a hard time walking, how will this project be handled? I am responsible to take my granddaughter to and from school. Will I always have access to leave my home and return?

Will this project include any repairs to my driveway if it is damage?

As a board your ending comments were you will be transparent with us. I am very concern with hearing documents were lost, City dropped the ball, no idea why there was not a bond? Was this bond money used on something else? You all represent me and I feel these questions need to have an answer. If the City of Lapeer "dropped the ball" I feel the City should be 100% responsible for the complete payment of this project. I have complied with my responsibilities to the City of Lapeer, I feel the City needs to be held responsible for their part. I also hope this committee will be transparent with us and be understanding that we are not familiar the operations and procedure of the City of Lapeer.

Sincerely,

Donna Whittier

RECEIVED
AUG 14 2023
CITY MANAGER
LAPEER, MI

586-212-0438 - donnagrammy4@gmail.com



ITEM F-1

To: Mayor & City Commissioners
From: City Manager Mike Womack
Date: August 15, 2023
RE: SAD 2023-01 Andrew's River Estates No. 2

STAFF RECOMMENDATION

Adopt Resolution #5 confirming the roll regarding the Andrew's River Estates No. 2 Street Improvement, Special Assessment District #2023-01.

CURRENT OR NEW INFORMATION

Attached are the Preliminary Assessment Roll and the District Map for the Andrew's River Estates No. 2 (paving) Special Assessment District.

The allocation of the taxpayer share of this project was calculated on an equal share basis for all properties within the district.

Partial Inclusion in the district equates to a partial benefit of 50% of one benefit share. None of the properties of this project are a part of any TIFA Districts.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

The cost participation for this project is as follows:

Project Cost:	\$436,699.00
Estimated City Share (70%):	\$305,689.30
Taxpayer Share (30%):	\$131,009.70

AGENDA ITEM REVIEW

Meeting Date:	August 21, 2023	Date Reviewed:	August 15, 2023
Consent:			
Administrative:	X	Reviewed By:	D. Jansen, Deputy Clerk
Public Hearing:			

Assessor's Certificate
Special Assessment
Andrews River Improvements
Special Assessment District No. 2023-01

State of Michigan)
County of Lapeer)

The foregoing and annexed is the preliminary special assessment roll for the Andrews River Street Improvements, Special Assessment District No. 2023-01 as prepared by the City Assessor as directed in Resolution No. 3 by the Lapeer City Commission at their regular meeting held July 17, 2023, and I hereby certify that I have, in my best judgment, conformed in all respects to the directions contained in said Resolution and to the Charter of the City of Lapeer and Chapter 64 (Special Assessment Ordinance) and have been informed that the total estimated construction cost will be **Four Hundred Thirty-Six Thousand Six Hundred Ninety-Nine dollars and zero cents (\$436,699.00)** and furthermore, and in addition to, I have confirmed the amount to be assessed and levied to the taxpayer's within said special assessment district to be **One Hundred Thirty-One Thousand Nine dollars and Seventy cents (\$131,009.70)**.


Denise M Marinelli, City Assessor

Andrews River Preliminary Special Assessment Roll

SAD 2023-01 Andrews River

Residential Local Street - property Owner 30%

June 13, 2023

Legal Description: That part of Andrews Rivers which includes all of Old Farm Ct, Old Carriage Ln, and that part of Turnbull from a point on Lot #82 Andrews Rivers Estates to Old Carriage Ln and that part of Old Farm Ln; from the extended South Line of Lot #55 Andrews River Estates 2, north to terminus.

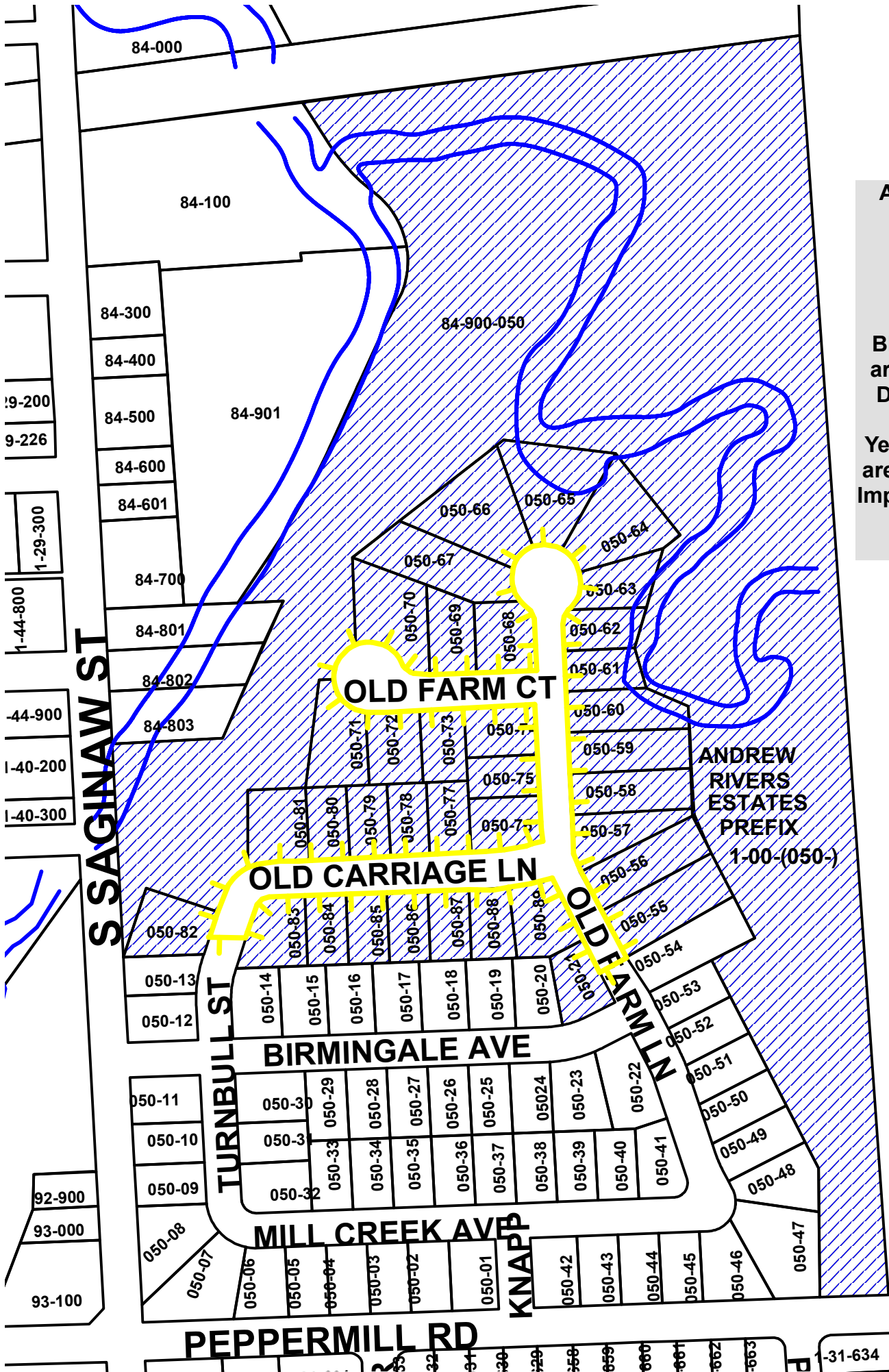
Estimated Project Cost: \$436,699.00
Estimated City Share: \$305,689.30
Taxpayer Share: \$131,009.70

Share/ # of Parcels \$3,639.16/35
1/2 Shares \$1,819.58

Total City share:	
City Cost	\$305,689.30
1 Share	\$ 3,639.16
Total City Cost	\$309,328.46

Parcel Number	Address	Owner	Legal	Share per Parcel
L20-84-900-050-00	PEPPERMILL RD	CITY OF LAPEER	CITY OF LAPEER T7N, R10E, SEC 4 PART OF SW 1/4, COM N0°0'36"E 659.39 FT & S89°06'30"E 33 FT FRM SW SEC COR, TH N21°21'35"E 124.94 FT; S68°38'25"E 129.21 FT; N21°21'35"W 28.32 FT; TH 68.31 FT ALG C TO R (R=85 CA=46°02'51" LC=N44°23'E 66.49 FT); TH N01°53'30"E 132.12 FT; TH S89°06'30"E 100 FT; TH N10°13'12"E 186.14 FT; TH E 25 FT; TH 74.94 FT ALG C TO R (R=60 CA=71°33'52" LC=N35°46'56"E 70.16 FT; TH N0°53'30"E 149.66 FT; TH N55°07'44"E 327.88 FT; TH S80°05'55"E 193.53 FT; S35°19'34"E 178.08 FT; TH S54°40'26"W 37.5 FT; S19°02'29"W 171.11 FT; TH S13°04'49"E 72.13 FT; TH S63°50'12"E 77.78 FT; TH S0°53'30"W 188.47 FT; TH S24°06'30"E 235 FT; TH S65°53'30"W 83.05 FT; TH S24°06'30"E 400.28 FT; TH S02°20'54"W 254.04 FT; TH S89°06'30"E 118.77 FT; TH N0°24'50"W 2197.39 FT; TH S87°23'43"W 197.07 FT; TH S84°55'08"W 692.46 FT; TH S30°55'E 344.77 FT; TH S29°41'13"W 458.23 FT; TH S35°11'39"W 193.39 FT; TH S89°59'E 89.24 FT; TH S26°15'56"W 256.45 FT; TH N89°59"W 222.9 FT; TH S0°00'36"W 365.41 TO POB 24.03 AC	\$ 3,639.16
L21-00-050-055-00	539 OLD FARM LN	BARTON TRUST, KENT F	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 55 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-056-00	511 OLD FARM LN	LAZZELL, JEREMY & TINA MARIE	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 56 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-057-00	443 OLD FARM LN	LAZZELL, JEREMY & TINA	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 57 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-058-00	435 OLD FARM LN	BODY, REED & MICHELE	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 58 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-059-00	427 OLD FARM LN	ZABEL, JAMES & CHRISTINE	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 59 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-060-00	409 OLD FARM LN	DABROWSKI, REBECCA ANN & DAVID E	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 60 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-061-00	401 OLD FARM LN	BROEKER, TRISHA	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 61 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-062-00	349 OLD FARM LN	OUYANG, ZONGFENG & CHEN, HUA LAN	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 62 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-063-00	333 OLD FARM LN	HEIDENREICH, JESSE S & RENEA	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 63 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-064-00	311 OLD FARM LN	ROGERS, DOUGLAS & MELISSA ANN	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 64 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-065-00	305 OLD FARM LN	SHILLINGER, JACKLYN & ERICK	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 65 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-066-00	312 OLD FARM LN	HING, JERAMY & TERESA	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 66 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-067-00	334 OLD FARM LN	HIGGINS, MICHAEL & CHRISTINE	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 67 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-068-00	350 OLD FARM LN	DAYS, BRENDIA & HOST, ALEXANDER	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 68 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-069-00	63 OLD FARM CT	HARTLEY, AARON M & RACHAEL ROARK	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 69 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-070-00	49 OLD FARM CT	BEAULIEU, LAVERNE	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 70 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-071-00	40 OLD FARM CT	SPIVY, JAMIE & NUCULOVIC, DRITA	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 71 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-072-00	48 OLD FARM CT	TOWNSEND, SHONDA	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 72 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-073-00	62 OLD FARM CT	BUXTON JR, BARTON P	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 73 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-074-00	412 OLD FARM LN	GRAVES, WILLIAM	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 74 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-075-00	428 OLD FARM LN	CHEN, XIAO-LONG & XIAO-JING	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 75 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-076-00	444 OLD FARM LN	FOUNTAIN, TRAVIS	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 76 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-077-00	61 OLD CARRIAGE LN	ZI AI XU	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 77 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-078-00	55 OLD CARRIAGE LN	WALKER, TODD & HEATHER	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 78 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-079-00	47 OLD CARRIAGE LN	BROWN, MICHAEL S	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 79 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-080-00	39 OLD CARRIAGE LN	NEWCOMBE, SUSANN	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 80 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-081-00	31 OLD CARRIAGE LN	NORRIS, TERHA LYNN & RANDY T	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 81 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-082-00*	528 TURNBULL ST	WHEELER, GILDA E	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 82 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 1,819.58
L21-00-050-083-00	30 OLD CARRIAGE LN	SORIANO, RAYMOND R &	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 83 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-084-00	38 OLD CARRIAGE LN	MURPHY, MICHAEL	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 84 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-085-00	46 OLD CARRIAGE LN	WHITTIER, DONNA	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 85 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-086-00	54 OLD CARRIAGE LN	WILSON REVOCABLE LIVING TRUST	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 86 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-087-00	60 OLD CARRIAGE LN	GRANGER, NANCY	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 87 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-088-00	72 OLD CARRIAGE LN	LAWSON, BLAKE T & MELISSA A	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 88 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-089-00	88 OLD CARRIAGE LN	BROWN, CRAIG & TINA	CITY OF LAPEER ANDREW'S RIVER ESTATES #2 LOT 89 (L=7 P=196-199 SEC 4, T7N-R10E)	\$ 3,639.16
L21-00-050-021-00*	93 BIRMINGALE AVE	PANSKI, GERALD & GERI LYNN	CITY OF LAPEER ANDREW'S RIVER ESTATES LOT 21 (L=7 P=164-166 SEC 4, T7N-R10E)	\$ 1,819.58
				\$ 131,009.70

* Denotes 1/2 Share Parcel



Andrews River
Special
Assessment
District
2023-01

Blue Highlighted
area displays the
District Parcels.

Yellow Highlighted
area illustrates the
Improvement Area.

012-004-029-10

RESOLUTION NO. 5

**CITY OF LAPEER
SPECIAL ASSESSMENT
Resolution 2023-24
Andrew's River Estate No. 2 Street Improvements
Special Assessment District No. 2023-01**

At a regular meeting of the Lapeer City Commission of the City of Lapeer, County of Lapeer, Michigan, held in said City on the 21st day of August 2023 there were:

PRESENT:

ABSENT:

MOVED BY: _____ SECONDED BY _____

WHEREAS, the City Commission has met after due and legal notice and reviewed the preliminary special assessment roll prepared for the purpose of defraying the Special Assessment District's share of certain public improvements; and

WHEREAS, after hearing all persons interested therein and after carefully reviewing said preliminary special assessment roll, the Commission deems said preliminary special assessment roll to be fair, just, and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The preliminary special assessment roll as prepared by the City Assessor in the amount of **\$131,009.70** is hereby accepted and confirmed and shall be known as Special Assessment Roll No. 2023-01 and shall be placed on file in the office of the City Clerk.
2. Said Special Assessment Roll shall be divided into ten (10) equal annual installments, the first of which shall be due and payable on the summer tax bill of July 1, 2024 and the remaining installments shall come due in consecutive order, one each year not to exceed ten (10) years in total, on the summer tax bill that is issued the 1st day of July.
3. Interest shall be charged on the unpaid balance of said special assessment roll at the rate of **six percent (6%) per annum beginning July 1, 2024**. Provided, however, in the event bonds/loans are issued in anticipation of the collection of said special assessment, interest shall be charged on the unpaid balance of the roll at a rate not to exceed one percent (1%) greater than the average rate of interest borne by said bonds/loans payable annually on the respective due dates of subsequent installments. Provided, however, that the whole assessment may be paid to the City Treasurer at any time after confirmation in full with accrued interest thereon.

4. The City Clerk is directed to endorse the date of this confirmation upon the Special Assessment roll and attach his warrant thereto commanding the City Treasurer to collect the sums and amounts as directed by Chapter 64 (Special Assessment Ordinances) of the General Ordinances of the City of Lapeer and by resolution of the City Commission.
5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES:

NAYS:

ABSENT:

ABSTAIN:

RESOLUTION DECLARED ADOPTED

CERTIFICATION:

I hereby certify that the foregoing constitutes a true and complete copy of a resolution duly adopted by the City Commission of the City of Lapeer, County of Lapeer, Michigan, at a regular meeting held on August 21, 2023, and that public notice of said meeting was given pursuant to and in full conformity with Act No. 267, Public Acts of Michigan, 1976, as amended.

Romona Sanchez, CMC/CMMC
City Clerk, City of Lapeer



ITEM G-1

To: Mike Womack, City Manager
From: Jeff Graham, Public Works Director
Date: August 14, 2023
RE: HydroCorp Contract - City of Lapeer Cross Connection Program

STAFF RECOMMENDATION

I am recommending approval of the contract submitted by HydroCorp for Cross Connection Services.

CURRENT OR NEW INFORMATION

HydroCorp has submitted a new 2-year contract. In the proposed contract HydroCorp will continue to perform Cross Connection services as required along with testing all testable backflow devices within City buildings and property. The contract amount will increase from \$17,784.00 per year to \$ 23,874.00 per year for an increase of \$6,090.00 (34.24%) per year. This increase is a direct correlation of an increase in accounts that required Cross Connection inspections and for the cost of living. With an increase of about 150 inspections for backflow assemblies, residential sprinklers to commercial building and fire inspections to ensure no cross connections exist.

Funding is available for the contract amount within account 591-556-815.000, Other Contractual Services. I am recommending the renewal of the contract submitted by Hydro Corp Incorporated for Cross Connection Services. If you have any questions regarding this request, please feel free to contact me.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

A Cross Connection Program is a program that ensures that our drinking water is protected from contaminants that can enter the water system by backflow or backpressure. The Program involves site inspection, testing of devices, record keeping, notification (multiple) and enforcement. In the early 1990's the City of Lapeer Cross Connection Program was nonexistent. Cross Connection is a EGLE mandated program. The City of Lapeer was under scrutiny by EGLE for not having an active program. In 1996 the City's Cross Connection Program became a reality in creating and adopting a Cross Connection Ordinance and a written Cross Connection Program. The Department of Public Works has contracted with HydroCorp (previously known as Hydro Design) for many years in administering this program. HydroCorp has provided excellent service to the City with site inspections, notifications, software updates, and communication to our customers during onsite inspection and follow-up correspondence, in addition to thorough correspondence with DPW staff. The City of Lapeer Cross Connection Program is a complete and comprehensive program that assists in providing safe drinking water to our residents and our customers, which is a direct result of the service provided by HydroCorp.

AGENDA ITEM REVIEW

Meeting Date:	August 21, 2023	Date Reviewed:	August 15, 2023
Consent:			
Administrative:	X	Reviewed By:	D. Jansen, Deputy Clerk
Public Hearing:			

PROPOSAL

DEVELOPED FOR

Jeffrey Graham

City of Lapeer

217 Bentley Street

Lapeer, MI 48446

July 13, 2023

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDROCORP.
THE SAFE WATER AUTHORITY.

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

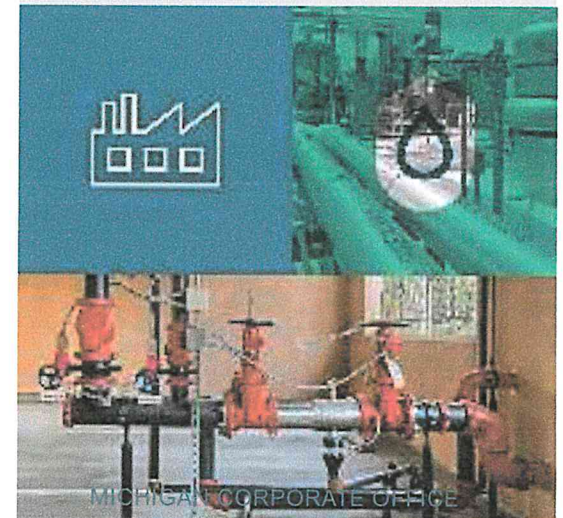
WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE

5700 Crooks Road, Suite 100

Troy, MI 48098

800.690.6651 TOLL FREE

248.250.5000 PHONE

248.786.1788 FAX GENERAL

info@hydrocorpinc.com EMAIL



SCOPE OF WORK	3
PROFESSIONAL SERVICE AGREEMENT.	4-10
QUALIFICATIONS	11



SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Lapeer. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of 193 initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities, and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling inspections, mailing all notices, verification of backflow prevention assembly tester credentials & proper testing results, and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss the overall program status and recommendations.
7. Provide up to six- (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.
9. Assist the City with a community-wide public relations program including general awareness brochures and customized website cross-connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text, or email.

The above services will be provided for:

Monthly Amount: \$ 1,989.50	Annual Amount: \$ 23,874.00	Contract Total: \$ 47,748.00
------------------------------------	------------------------------------	-------------------------------------

Contract Amount is based upon a 24-month period. HydroCorp will invoice in 24 equal amounts of \$ 1,989.50.

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this INSERT DATE by and between City of Lapeer, organized and existing under the laws of the State of Michigan, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross-connection control program inspection, reporting, and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross-connection control program management to the Utility, and the Utility desires to engage HydroCorp to act as its independent contractor in its cross-connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START-UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information, and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high-hazard facilities, special circumstances.)
- Review/establish procedures for vacant facilities.



- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities, and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Department of Environment, Great Lakes, and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross-connections. The degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of the facility, (the facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five-year re-inspection cycle, as agreed to by the parties).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain the property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation, and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain the program to comply with all EGLE regulations.

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location, and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures, and preference standards.
- Penalties for noncompliance.



- 2.7 VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross-connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website, or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users
 - Multifamily
- Complex Facilities. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform a minimum of 385 inspections over a two-year period. The total inspections include all initial inspections, compliance, and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross-connection control policy manual/plan and submit it to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR-END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss the overall program status and specific program recommendations.
- 2.17 CROSS-CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately 831 cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation, and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp with a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter the facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high-quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on July 1, 2023, and end two- (2) years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the annual Consumer Price Index as measured in the Utility's local/regional area at the time of renewal.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, \$1,989.50 per month, \$23,874.00 annually, for a two-year contract total of \$47,478.00. Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.



- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Freedom of Information Act. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning the Freedom of Information Act and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy, and/or confidentiality except as authorized under the Freedom of Information Act.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.



5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverages and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of an independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume the performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 AUTHORITY TO CONTRACT. Each party warrants and represents that it has the authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties' consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association. Any



arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments, and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by a nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

City of Lapeer
c/o Jeffrey Graham
217 Bentley Street
Lapeer, MI 48446
(810) 664-4711

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Lapeer

By: Jeffrey Graham
Title: DPW Director

HydroCorp



By: Paul M. Patterson
Its: Senior Vice President



Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, and State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



To: Mike Womack, City Manager
From: Kelly Hanna, Director of Financial Services
Date: August 8, 2023
RE: Budget Amendment for FY2023/24

STAFF RECOMMENDATION

Recommend City Commission approve the attached budget amendment as presented.

CURRENT OR NEW INFORMATION

Attached is a budget amendment for FY23/24. Below is an explanation of the various adjustments:

1. The City Clerk has requested budget funds to be carried forward from FY22/23. Election supplies were ordered, however, not received prior to June 30, 2023 (101-262-901.000 - \$3,000)
2. The Fire Department has requested budget funds to be carried forward from FY22/23. They are still awaiting on personal protective turnout gear (firefighting coat and pants) that were ordered in August 22. At the time of order, they were estimating 12-14 months for delivery (101-336-741.000 - \$20,000). In addition, funds were budgeted for required hydro testing of SCBA cylinders. Due to high demand, the company was not able to service the bottles until July 2023 (101-336-815.000 - \$7,000).
3. The DPW Director has requested budget funds to be carried forward from FY22/23 for the WWTP SCADA improvements. They were unable to get all the electron components in time for completion by June 30th (590-555-974.000 - \$70,000).
4. The interfund transfer between the land acquisition fund and the wastewater fund was not budgeted for FY23/24, as we assumed the I69 land would be sold prior to June 30th. Since the land is still owned by the City, this annual interfund transfer is required.
5. The City Manager has entered into an agreement with ROWE for a downtown parking lot study (101-721-815.000 - \$4,500).
6. The City Manager has entered into an agreement with ROWE for additional engineering related to the Oregon St project (202-463-815.000 - \$2,800)
7. The City Manager has entered into an agreement with ROWE for the parking lot #5 study (101-721-815.000 - \$11,700)
8. The City Manager will be entering into an agreement for an environmental review of 18 Nepessing (101-172-815.000 - \$5,000)

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

AGENDA ITEM REVIEW

Meeting Date:	August 21, 2023	Date Reviewed:	August 15, 2023
Consent:			
Administrative:		Reviewed By:	
Public Hearing:			

BUDGET AMENDMENT
REQUEST FORM

2023/2024

TO: CITY MANAGER

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

	ACCOUNT #	ACCOUNT NAME	AMOUNT OF ADJUST. (+/-)
1	101-262-901.000	Election Printing	3,000.00
2	101-336-741.000	Fire Uniforms	20,000.00
2	101-336-815.000	Fire Contractual Services	7,000.00
3	590-555-974.000	WWTP Land Improvements	70,000.00
4	450-966-995.590	Transfer to Wastewater	103,941.00
4	590-964-699.450	Transfer from Land Acquisition	103,941.00
5	101-721-815.000	Planning contractual services	4,500.00
6	202-463-815.000	Major St - contractual services	2,800.00
7	101-721-815.000	Planning contractual services	11,700.00
8	101-172-815.000	Planning contractual services	5,000.00
TOTAL NET INCREASE			331,882.00

Amend the FY23/24 Budget as requested by the Director of Finance

Kelly Hanna, Director of Finance

Department Head Signature

TO: FINANCE DEPARTMENT

- ☐ The above indicated Budget Adjustments are approved by the City Manager.
- ☒ The above indicated Budget Adjustments were approved by the City Commission at their August 21, 2023 Commission meeting. Please make the appropriate entries to reflect the approved amount.

Date

City Manager's Signature

To: Mike Womack, City Manager
From: Kelly Hanna, Director of Financial Services
Date: August 16, 2023
RE: Purchasing Card Policy

STAFF RECOMMENDATION

Adopt the resolution for approval of the Purchasing Card Policy and Procedures.

CURRENT OR NEW INFORMATION

The finance department issued a request for proposals (RFP) for a procurement card in the spring of 2023 to replace the City's existing credit card. A purchasing card performs in the same manner as a credit card, except it allows the City to place additional limits on the cards. As a result of the RFP, the finance department entered into an agreement with US Bank for a purchasing card program. US Bank is on the State of Michigan bid list and the current purchasing card provider for the State of Michigan (in addition to other municipalities) with an aggregate spend of over \$90 million. The City of Lapeer will receive a rebate based on the aggregate spend of all municipalities in the program. The current rebate for the City of Lapeer is expected to exceed 2% on all purchasing card transactions.

The current credit card policy was adopted in 2013. The policy itself is not changing significantly from what was previously adopted. Each card will have a maximum spend limit of \$5,000, with the exception of department cards. The department cards are a new item in the policy. For example, the finance department pays all the utility bills for the City, which exceeds \$100,000 per month and can be placed on the purchasing card. I am recommending the finance department have a credit limit of \$200,000 and other departments have a credit limit of \$100,000 to achieve the maximum rebate.

AGENDA ITEM REVIEW

Meeting Date: August 21, 2023
Consent:
Administrative: X
Public Hearing:

Date Reviewed: August 16, 2023
Reviewed By: D. Jansen, Deputy Clerk

Resolution #2023-27

City of Lapeer
Credit Card Use Policy
In accordance with P.A. 266 of 1995

At a regular meeting of the Lapeer City Commission of the City of Lapeer, County of Lapeer, Michigan, held in said City on the 21st day of August 2023 there were:

PRESENT: Commissioners Atwood, Cattane, Pattison, Stroh, Swindell.

ABSENT: None.

MOVED BY: Commissioner Stroh.

SECONDED BY: Commissioner Swindell.

Whereas, the Michigan Legislature has enacted Public Act 266 of 1995 authorizing and regulating credit card transactions involving units of government, such as cities, and also providing that the City officers and employees may use credit cards/purchasing cards for the purchase of goods and services for the official business of the City provided that the governing body of the City has adopted by resolution a written policy regulating the use of said credit cards/purchasing cards; and

Whereas, the City of Lapeer, pursuant to Public Act 266 of 1995, desires to establish a policy for the use of City issued credit card/purchasing cards; and

Whereas, the Director of Financial Services shall be responsible for administering and generally overseeing this purchasing card policy;

NOW, THEREFORE, BE IT RESOLVED that the Lapeer City Commission approves and adopts the City of Lapeer Credit Card/Purchasing Cards and Procedures which is attached hereto and incorporated by reference herein, with said policies and procedures applying to all employees who are issued a City of Lapeer Purchasing Card.

ON A ROLL CALL VOTE:

Ayes:

Nays:

Absent:

Abstain:

Motion Carried. Resolution Declared Adopted.

CERTIFICATION:

I, Romona Sanchez, being the duly appointed and qualified Clerk of the City of Lapeer, Lapeer, County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of the Resolution adopted by the City of Lapeer Commission at a regular meeting held on August 21, 2023.

Romona Sanchez
City Clerk, City of Lapeer

**City of Lapeer
Credit Card/Purchasing Card Policy
and Procedure**

PURPOSE:

This policy is adopted in accordance with Public Act 266 of 1995, which requires that all municipalities have a written policy when authorizing the use of purchasing (credit) cards to purchase goods and services for the official business of the municipality. The City of Lapeer has partnered with US Bank to provide purchasing card services. The City of Lapeer will receive a rebate on the total annual spend of the purchases. In an effort to achieve the maximum rebate, the City will utilize the purchasing card for the majority of its transactions.

STANDARD GUIDELINES and PROCEDURES:

A. Issuance of Purchasing Cards

Purchasing cards may only be assigned to City employees. Each department director will designate which positions within their department should be assigned a purchasing card.

The Director of Financial Services shall be responsible for the local unit's purchasing card issuance, accounting, monitoring, retrieval and overseeing compliance with the purchasing card policy.

An employee issued a purchasing card shall return the card upon the termination of his or her employment or service in office with the city.

B. Card Usage:

Cardholders shall follow the following usage guidelines:

1. The purchasing card shall be used for the purchases of goods and services that are for the official business of the City of Lapeer (i.e. travel related expenses, conference registration fees, supplies, etc).
 - a. The City of Lapeer has a separate credit card for fuel purchases that provide tax exempt fuel purchases. The purchasing card should not be used for fuel purchases, unless absolutely necessary.
2. The purchasing card shall not be used for personal use, cash advances, or other merchant category exclusions (i.e. tobacco products or alcohol).
3. The total credit limit per card shall not exceed \$5,000, with the following exceptions:

- a. Each department will be assigned a purchasing card to be used for routine expenses of their department that are included in the budget with a credit limit of \$100,000.
- b. The accounts payable department will have a purchasing card to be used for routine expenses (including all utility bills) up to \$200,000.

C. Transactions:

Purchasing card transactions may be performed in person, over the telephone, or via the Internet. When using a City purchasing card, authorized employees are required to adhere to the following procedures for management approval pursuant to City policy and payment of the charge(s):

1. If the transaction is in person, present the purchasing card to the vendor or merchant. If the transaction is via telephone order or the Internet, the vendor or merchant must be provided with the purchasing card account number and expiration date.
2. Retain all receipts and credit card slips. A detailed invoice must be provided to document all items or services purchased. A receipt with no detail is not acceptable.
3. The employee using a purchasing card shall submit to the finance department documentation detailing the goods or services purchased, the cost of the goods or services, the date of purchase and the official business for which purchased.

D. Tax Exemption:

Notify the vendor or merchant that the purchasing card transaction is tax exempt for goods and services purchased in the State of Michigan (Use the form certifying the City's tax exemption status).

E. Credit Card Security:

The purchasing card should always be treated with a level of care that will secure the card and account number.

1. Keep the purchasing card in an accessible, but secure, location.
2. Guard the purchasing card account number carefully. Do not write or post the number.
3. An employee issued a purchasing card is responsible for its protection and custody and shall immediately notify the Deputy Director of Financial Services or Director of Financial Services if the purchasing card is lost or stolen. If this is after hours, notify the financial institution that issued the card.
4. The purchasing card will not impact the cardholder's personal credit reference. The City issued purchasing card is a corporate liability card, not a personal liability card. The cardholder does have a responsibility to use the purchasing card in an approved manner.

F. Credit Card Payment:

The head of the department where the purchase(s) were made, shall review and approve all invoices received for payment made prior to their submission to the City Commission for approval of payment.

The balance due on an extension of credit under the purchasing card arrangement shall be paid for within 30 days of the initial statement date.

G. Penalty for Wrongful Use:

Any employee of the City of Lapeer who violates the provisions of this policy shall be subject to disciplinary action, up to and including discharge, and/or civil or criminal action.



ITEM J-1

To: Mayor and City Commission
Date: August 9, 2023
RE: Board & Commission Appointments

MAYORAL APPOINTMENT

BOARD OR COMMISSION	MEMBER NAME	CURRENT TERM EXPIRES	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
Cemetery Board	Vacancy	Apr. 1, 2028	5 Year		Awaiting Recommendation
County Center Board	Vacancy	Jan. 1, 2024	1 Year		Awaiting Recommendation

COMMISSION APPOINTMENTS

BOARD OR COMMISSION	MEMBER NAME	EXPIRATION	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
Income Tax Board of Review	Vacancy	Dec. 1, 2024	3 Year		Awaiting Recommendation
Lapeer County Central Dispatch Authority	Michael Vogt	Sept. 2023	3 Year	Sept. 2026	Recommend Reappointment
Local Officers Compensation Commission	Vacancy	Oct. 1, 2027	5 Year		Awaiting Recommendation
Prison Liaison Committee	Vacancy	Apr. 1, 2025	3 Year		Awaiting Recommendation

AGENDA ITEM REVIEW

Meeting Date: August 21, 2023 Date Reviewed: August 15, 2023
Consent:
Administrative: X Reviewed By:
Public Hearing:



ITEM K-1

To: Mayor and City Commission
Date: August 21, 2023
RE: MONTHLY OPERATIONAL REPORTS

CITY DEPARTMENTS:

- 1. BUILDING DEPARTMENT**
- 2. FINANCIAL SERVICES DEPARTMENT**
 - A. ASSESSING DIVISION
 - B. INCOME TAX DIVISION
 - C. ACCOUNTING/DATA PROCESSING DIVISION
- 3. FIRE AND RESCUE DEPARTMENT**
- 4. HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT**
 - A. LAPEER HOUSING COMMISSION (LHC)
 - B. LAPEER NEIGHBORHOOD'S INC. (LNI)
 - C. COMMUNITY DEVELOPMENT
- 5. PLANNING DEPARTMENT**
 - A. DEVELOPMENT ACTIVITIES
- 6. POLICE DEPARTMENT**
 - A. POLICE
 - B. ORDINANCE ENFORCEMENT
 - C. PARKING DIVISION
- 7. PUBLIC WORKS DEPARTMENT**
 - A. SEWER UTILITY DIVISION
 - B. STREET DIVISION
 - C. WATER DIVISION
 - D. WASTEWATER DIVISION

AGENDA ITEM REVIEW

Meeting Date:

Date Reviewed:

Reviewed By:

Permit Summary Report

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

ITEM K-1-1

08/11/23

DATE ISSUED	PERMIT TYPE	PERMIT CATEGORY	ADDRESS	FEES PAID	STATUS
07/18/2023	Building	Tenant Space Finish	807 EAST ST	\$493.00	ISSUED
08/08/2023	Building	Commercial, Add/Alter/Repair	567 E GENESEE ST	\$463.00	ISSUED
07/28/2023	Building	Sign	317 E GENESEE ST	\$262.00	ISSUED
07/17/2023	Building	Residential Add/Alter/Repair	1041 LANCASTER ST	\$277.00	ISSUED
07/26/2023	Building	Roof	290 MCCORMICK DR	\$277.00	ISSUED
07/28/2023	Building	Sign	806 S MAIN ST	\$477.00	ISSUED
08/02/2023	Building	Window Replacement	545 N MONROE ST	\$196.00	ISSUED
08/01/2023	Building	Single Family Home	1110 LANCASTER ST	\$1,146.00	ISSUED
08/01/2023	Building	Single Family Home	2740 BEDFORD ST	\$1,293.00	ISSUED
08/01/2023	Building	Single Family Home	2792 SOMERSET ST	\$1,131.00	ISSUED
07/31/2023	Building	Demolition	1280 IMLAY CITY RD	\$427.00	ISSUED
08/10/2023	Building	Deck	44 MILL CREEK AVE	\$424.00	ISSUED
08/08/2023	Building	Window Replacement	267 GOLFSIDE DR	\$181.00	ISSUED
08/09/2023	Building	Single Family Home	55 OLD CARRIAGE LN	\$1,146.00	ISSUED
08/10/2023	Building	Deck	2726 TREYMORE ST	\$339.00	ISSUED
08/10/2023	Building	Deck	349 MANSFIELD DR	\$258.00	ISSUED
07/12/2023	Electrical	Electrical	927 DEMILLE RD	\$171.00	ISSUED
07/13/2023	Electrical	Electrical	1333 IMLAY CITY RD	\$473.00	ISSUED
07/18/2023	Electrical	Electrical	951 S MAIN ST STE 3	\$447.00	ISSUED
07/14/2023	Electrical	Electrical	714 LIBERTY ST	\$288.00	ISSUED
07/14/2023	Electrical	Electrical	454 W NEPESSING ST	\$432.00	ISSUED
07/21/2023	Electrical	Electrical	421 S MAIN ST	\$339.00	ISSUED
07/24/2023	Electrical	Electrical	526 ADAMS ST	\$96.00	ISSUED
07/25/2023	Electrical	Electrical	21 N ELM ST	\$171.00	ISSUED
07/25/2023	Electrical	Electrical	1439 W GENESE ST	\$267.00	ISSUED
07/26/2023	Electrical	Electrical	806 S MAIN ST	\$195.00	ISSUED
07/27/2023	Electrical	Electrical	1885 RUSTIC DR	\$8,261.00	ISSUED
07/28/2023	Electrical	Electrical	317 E GENESEE ST	\$171.00	ISSUED
08/03/2023	Electrical	Electrical	807 EAST ST	\$231.00	ISSUED

Permit Summary Report

08/11/23

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

DATE ISSUED	PERMIT TYPE	PERMIT CATEGORY	ADDRESS	FEES PAID	STATUS
08/03/2023	Electrical	Electrical	1190 RUTHERFORD ST	\$452.00	ISSUED
08/04/2023	Electrical	Electrical	2740 BEDFORD ST	\$452.00	ISSUED
08/04/2023	Electrical	Electrical	1110 LANCASTER ST	\$452.00	ISSUED
08/04/2023	Electrical	Electrical	2792 SOMERSET ST	\$452.00	ISSUED
08/10/2023	Electrical	Electrical	1135 JEFFERSON ST	\$219.00	ISSUED
08/11/2023	Electrical	Electrical	454 W NEPESSING ST	\$171.00	ISSUED
08/11/2023	Electrical	Electrical	840 WHITNEY DR	\$1,284.00	ISSUED
07/12/2023	Mechanical	Mechanical	1069 LANCASTER ST	\$324.00	ISSUED
07/13/2023	Mechanical	Mechanical	951 S MAIN ST STE 3	\$281.00	ISSUED
07/20/2023	Mechanical	Mechanical	1885 RUSTIC DR	\$4,374.00	ISSUED
07/20/2023	Mechanical	Mechanical	1851 RUSTIC DR	\$4,374.00	ISSUED
07/20/2023	Mechanical	Mechanical	421 S MAIN ST	\$590.50	ISSUED
08/08/2023	Mechanical	Mechanical	1439 W GENESE ST	\$186.00	ISSUED
08/01/2023	Mechanical	Mechanical	454 W NEPESSING ST	\$296.00	ISSUED
07/21/2023	Mechanical	Mechanical	714 LIBERTY ST	\$203.00	ISSUED
07/21/2023	Mechanical	Mechanical	637 S MAIN ST	\$293.00	ISSUED
07/24/2023	Mechanical	Mechanical	526 ADAMS ST	\$217.00	ISSUED
07/25/2023	Mechanical	Mechanical	21 N ELM ST	\$173.25	ISSUED
07/25/2023	Mechanical	Mechanical	231 LAKE DR	\$343.00	ISSUED
07/25/2023	Mechanical	Mechanical	677 PINE ST	\$181.80	ISSUED
08/03/2023	Mechanical	Mechanical	555 E GENESEE ST	\$582.00	ISSUED
08/10/2023	Mechanical	Mechanical	656 ROLLING HILLS LN 2	\$200.00	ISSUED
07/14/2023	Plumbing	Plumbing	714 LIBERTY ST	\$216.00	ISSUED
08/03/2023	Plumbing	Plumbing	421 S MAIN ST	\$611.00	ISSUED
07/26/2023	R.O.W.	Right of Way	567 E GENESEE ST	\$250.00	ISSUED
07/12/2023	R.O.W.	Right of Way	1 DEMILLE RD	\$250.00	ISSUED
07/13/2023	R.O.W.	Right of Way	118 W NEPESSING ST 21	\$250.00	ISSUED
07/26/2023	R.O.W.	Right of Way	1110 LANCASTER ST	\$250.00	ISSUED
07/26/2023	R.O.W.	Right of Way	2740 BEDFORD ST	\$250.00	ISSUED

Permit Summary Report

08/11/23

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

DATE ISSUED	PERMIT TYPE	PERMIT CATEGORY	ADDRESS	FEES PAID	STATUS
07/27/2023	R.O.W.	Right of Way	2792 SOMERSET ST	\$250.00	ISSUED
07/28/2023	R.O.W.	Right of Way	1455 IMLAY CITY RD	\$265.00	ISSUED
07/28/2023	R.O.W.	Right of Way	417 W GENESEE ST	\$250.00	ISSUED
07/31/2023	R.O.W.	Right of Way	1280 IMLAY CITY RD	\$250.00	ISSUED
08/03/2023	R.O.W.	Right of Way	700 S MAIN ST	\$250.00	ISSUED
08/03/2023	R.O.W.	Right of Way	475 S COURT ST	\$250.00	ISSUED
08/09/2023	R.O.W.	Right of Way	55 OLD CARRIAGE LN	\$250.00	ISSUED
07/26/2023	Sewer	Sewer	1110 LANCASTER ST	\$4,000.00	ISSUED
07/26/2023	Sewer	Sewer	2740 BEDFORD ST	\$4,000.00	ISSUED
07/27/2023	Sewer	Sewer	2792 SOMERSET ST	\$4,000.00	ISSUED
08/09/2023	Sewer	Sewer	55 OLD CARRIAGE LN	\$4,000.00	ISSUED
07/26/2023	Water	Water	1110 LANCASTER ST	\$2,750.00	ISSUED
07/26/2023	Water	Water	2740 BEDFORD ST	\$2,750.00	ISSUED
07/27/2023	Water	Water	2792 SOMERSET ST	\$2,750.00	ISSUED
08/09/2023	Water	Water	55 OLD CARRIAGE LN	\$2,750.00	ISSUED
07/14/2023	COMPLIANCE PERMIT	Fence	1256 PINE ST	\$81.00	ISSUED
07/14/2023	COMPLIANCE PERMIT	Carport	643 CEDAR ST	\$162.00	ISSUED
07/17/2023	COMPLIANCE PERMIT	Fence	1219 LANCASTER ST	\$81.00	ISSUED
08/03/2023	COMPLIANCE PERMIT	Certificate of Compliance/Occu	1857 W GENESEE ST	\$81.00	ISSUED
08/03/2023	COMPLIANCE PERMIT	Temporary Sign/Banner	1857 W GENESEE ST	\$122.00	ISSUED
07/18/2023	COMPLIANCE PERMIT	Fence	1475 PLEASANT ST	\$81.00	ISSUED
07/24/2023	COMPLIANCE PERMIT	Certificate of Compliance/Occu	1470 IMLAY CITY RD A	\$81.00	ISSUED
07/27/2023	COMPLIANCE PERMIT	Fence	1146 ADAMS ST	\$81.00	ISSUED
07/28/2023	COMPLIANCE PERMIT	Fence	432 LINCOLN ST	\$81.00	ISSUED
08/10/2023	COMPLIANCE PERMIT	Porch	1207 W OREGON ST	\$162.00	ISSUED

TOTAL FEES PAID: \$68,287.55

Monthly Rental Certificates

08/11/2023

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

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
543 CLAY ST	NICHOLS, JOHN	CR23-0016	Certified	07/27/2023	01/21/2025	125.00
1141 W GENESEE ST	HARRIS LLC, HEADLEY	CR23-0133	Certified	08/01/2023	08/01/2025	206.00
1583 S LAPEER RD	RAY CLEMENS PROPERTIES L	CR23-0236	Certified	08/09/2023	05/01/2025	287.00
612 N MADISON ST	TAYRAL LLC	CR23-0237	Certified	07/27/2023	03/17/2025	368.00
31 SUZANNE DR C	SUZANNE APARTMENTS LLC	CR23-0253	Certified	08/08/2023	03/08/2025	121.00
31 SUZANNE DR D	SUZANNE APARTMENTS LLC	CR23-0254	Certified	08/08/2023	03/08/2025	121.00
35 SUZANNE DR B	SUZANNE APARTMENTS LLC	CR23-0256	Certified	08/08/2023	03/08/2025	121.00
43 SUZANNE DR D	SUZANNE APARTMENTS LLC	CR23-0266	Certified	08/08/2023	03/08/2025	121.00
51 SUZANNE DR A	SUZANNE APARTMENTS LLC	CR23-0271	Certified	08/08/2023	03/08/2025	286.00
55 SUZANNE DR A	SUZANNE APARTMENTS LLC	CR23-0275	Certified	08/08/2023	03/08/2025	286.00
60 SUZANNE DR 14	SUZANNE APARTMENTS LLC	CR23-0282	Certified	08/08/2023	03/08/2025	121.00
60 SUZANNE DR 21	SUZANNE APARTMENTS LLC	CR23-0283	Certified	08/08/2023	03/08/2025	121.00
60 SUZANNE DR 34	SUZANNE APARTMENTS LLC	CR23-0290	Certified	08/08/2023	03/08/2025	121.00
62 SUZANNE DR 13	SUZANNE APARTMENTS LLC	CR23-0301	Certified	08/08/2023	03/08/2025	121.00
62 SUZANNE DR 21	SUZANNE APARTMENTS LLC	CR23-0303	Certified	08/08/2023	03/08/2025	121.00
62 SUZANNE DR 23	SUZANNE APARTMENTS LLC	CR23-0305	Certified	08/08/2023	03/08/2025	121.00
62 SUZANNE DR 24	SUZANNE APARTMENTS LLC	CR23-0306	Certified	08/08/2023	03/08/2025	121.00
62 SUZANNE DR 32	SUZANNE APARTMENTS LLC	CR23-0308	Certified	08/08/2023	03/08/2025	121.00
62 SUZANNE DR 33	SUZANNE APARTMENTS LLC	CR23-0309	Certified	08/08/2023	03/08/2025	121.00
64 SUZANNE DR 11	SUZANNE APARTMENTS LLC	CR23-0319	Certified	08/08/2023	03/08/2025	286.00
64 SUZANNE DR 22	SUZANNE APARTMENTS LLC	CR23-0322	Certified	08/08/2023	03/08/2025	121.00
64 SUZANNE DR 32	SUZANNE APARTMENTS LLC	CR23-0328	Certified	08/08/2023	03/08/2025	121.00
66 SUZANNE DR 21	SUZANNE APARTMENTS LLC	CR23-0343	Certified	08/08/2023	03/08/2025	121.00

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
66 SUZANNE DR 31	SUZANNE APARTMENTS LLC	CR23-0347	Certified	08/08/2023	03/08/2025	121.00
67 SUZANNE DR E	SUZANNE APARTMENTS LLC	CR23-0355	Certified	08/08/2023	03/08/2025	121.00
68 SUZANNE DR 23	SUZANNE APARTMENTS LLC	CR23-0365	Certified	08/08/2023	03/08/2025	121.00
73 SUZANNE DR D	SUZANNE APARTMENTS LLC	CR23-0402	Certified	08/08/2023	03/08/2025	121.00
73 SUZANNE DR E	SUZANNE APARTMENTS LLC	CR23-0403	Certified	08/08/2023	03/08/2025	121.00
18 TURRILL AVE	TAYRAL LLC	CR23-0480	Certified	07/21/2023	05/20/2025	125.00
745 N MAIN ST	MAGANTE, PAMELA TRUST	CR23-0482	Certified	07/13/2023	07/13/2025	287.00
747 N MAIN ST	MAGANTE, PAMELA TRUST	CR23-0483	Certified	07/13/2023	07/13/2025	202.00
192 HIGGINS ST	JOHNSON, ERIC M REVOCABL	CR23-0485	Certified	07/21/2023	05/02/2025	40.00
352 MASON ST	ACCUMULATOR LLC, THE	CR23-0493	Certified	07/21/2023	06/30/2025	165.00
933 WASHINGTON ST	WHITE, JILL	CR23-0496	Certified	07/21/2023	05/05/2025	206.00
913 DEWEY ST BLDG 2	SILVER MAPLE VILLAGE	CR23-0612	Certified	08/08/2023	01/05/2025	141.00
871 DEWEY ST BLDG 5	SILVER MAPLE VILLAGE	CR23-0625	Certified	08/08/2023	01/05/2025	187.50
825 DEWEY ST BLDG 9	SILVER MAPLE VILLAGE	CR23-0654	Certified	08/08/2023	01/05/2025	60.00
799 DEWEY ST BLDG 11	SILVER MAPLE VILLAGE 2009	CR23-0667	Certified	08/08/2023	01/05/2025	60.00
195 CHARBRIDGE AVE	CHARBRIDGE ARBOR COOPE	CR23-0693	Certified	07/27/2023	04/15/2025	187.50
509 CHARBRIDGE AVE-BLDG 1	CHARBRIDGE ARBOR COOPE	CR23-0694	Certified	07/27/2023	04/15/2025	307.50
511 CHARBRIDGE AVE-BLDG 1	CHARBRIDGE ARBOR COOPE	CR23-0695	Certified	07/27/2023	04/15/2025	60.00
513 CHARBRIDGE AVE-BLDG 1	CHARBRIDGE ARBOR COOPE	CR23-0696	Certified	07/27/2023	04/15/2025	60.00
515 CHARBRIDGE AVE-BLDG 1	CHARBRIDGE ARBOR COOPE	CR23-0697	Certified	07/27/2023	04/15/2025	60.00
517 CHARBRIDGE AVE-BLDG 1	CHARBRIDGE ARBOR COOPE	CR23-0698	Certified	07/27/2023	04/15/2025	60.00
519 CHARBRIDGE AVE-BLDG 1	CHARBRIDGE ARBOR COOPE	CR23-0699	Certified	07/27/2023	04/15/2025	60.00
491 CHARBRIDGE AVE-BLDG 2	CHARBRIDGE ARBOR COOPE	CR23-0700	Certified	07/27/2023	04/15/2025	187.50
493 CHARBRIDGE AVE-BLDG 2	CHARBRIDGE ARBOR COOPE	CR23-0701	Certified	07/27/2023	04/15/2025	60.00
495 CHARBRIDGE AVE-BLDG 2	CHARBRIDGE ARBOR COOPE	CR23-0702	Certified	07/27/2023	04/15/2025	60.00
499 CHARBRIDGE AVE-BLDG 2	CHARBRIDGE ARBOR COOPE	CR23-0704	Certified	07/27/2023	04/15/2025	60.00
501 CHARBRIDGE AVE-BLDG 2	CHARBRIDGE ARBOR COOPE	CR23-0705	Certified	07/27/2023	04/15/2025	60.00
481 CHARBRIDGE AVE-BLDG 3	CHARBRIDGE ARBOR COOPE	CR23-0706	Certified	07/27/2023	04/15/2025	187.50
487 CHARBRIDGE AVE-BLDG 3	CHARBRIDGE ARBOR COOPE	CR23-0709	Certified	07/27/2023	04/15/2025	60.00
441 CHARBRIDGE AVE-BLDG 4	CHARBRIDGE ARBOR COOPE	CR23-0710	Certified	07/27/2023	04/15/2025	187.50

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
443 CHARBRIDGE AVE-BLDG 4	CHARBRIDGE ARBOR COOPE	CR23-0711	Certified	07/27/2023	04/15/2025	60.00
445 CHARBRIDGE AVE-BLDG 4	CHARBRIDGE ARBOR COOPE	CR23-0712	Certified	07/27/2023	04/15/2025	60.00
447 CHARBRIDGE AVE-BLDG 4	CHARBRIDGE ARBOR COOPE	CR23-0713	Certified	07/27/2023	04/15/2025	60.00
449 CHARBRIDGE AVE-BLDG 4	CHARBRIDGE ARBOR COOPE	CR23-0714	Certified	07/27/2023	04/15/2025	60.00
451 CHARBRIDGE AVE-BLDG 4	CHARBRIDGE ARBOR COOPE	CR23-0715	Certified	07/27/2023	04/15/2025	60.00
455 CHARBRIDGE AVE-BLDG 5	CHARBRIDGE ARBOR COOPE	CR23-0716	Certified	07/27/2023	04/15/2025	187.50
457 CHARBRIDGE AVE-BLDG 5	CHARBRIDGE ARBOR COOPE	CR23-0717	Certified	07/27/2023	04/15/2025	60.00
459 CHARBRIDGE AVE-BLDG 5	CHARBRIDGE ARBOR COOPE	CR23-0718	Certified	07/27/2023	04/15/2025	60.00
461 CHARBRIDGE AVE-BLDG 5	CHARBRIDGE ARBOR COOPE	CR23-0719	Certified	07/27/2023	04/15/2025	60.00
465 CHARBRIDGE AVE-BLDG 5	CHARBRIDGE ARBOR COOPE	CR23-0720	Certified	07/27/2023	04/15/2025	307.50
467 CHARBRIDGE AVE-BLDG 5	CHARBRIDGE ARBOR COOPE	CR23-0721	Certified	07/27/2023	04/15/2025	60.00
469 CHARBRIDGE AVE-BLDG 5	CHARBRIDGE ARBOR COOPE	CR23-0722	Certified	07/27/2023	04/15/2025	60.00
471 CHARBRIDGE AVE-BLDG 5	CHARBRIDGE ARBOR COOPE	CR23-0723	Certified	07/27/2023	04/15/2025	60.00
473 CHARBRIDGE AVE-BLDG 5	CHARBRIDGE ARBOR COOPE	CR23-0724	Certified	07/27/2023	04/15/2025	60.00
475 CHARBRIDGE AVE-BLDG 5	CHARBRIDGE ARBOR COOPE	CR23-0725	Certified	07/27/2023	04/15/2025	60.00
425 CHARBRIDGE AVE-BLDG 6	CHARBRIDGE ARBOR COOPE	CR23-0726	Certified	07/27/2023	04/15/2025	187.50
427 CHARBRIDGE AVE-BLDG 6	CHARBRIDGE ARBOR COOPE	CR23-0727	Certified	07/27/2023	04/15/2025	60.00
429 CHARBRIDGE AVE-BLDG 6	CHARBRIDGE ARBOR COOPE	CR23-0728	Certified	07/27/2023	04/15/2025	60.00
431 CHARBRIDGE AVE-BLDG 6	CHARBRIDGE ARBOR COOPE	CR23-0729	Certified	07/27/2023	04/15/2025	60.00
433 CHARBRIDGE AVE-BLDG 6	CHARBRIDGE ARBOR COOPE	CR23-0730	Certified	07/27/2023	04/15/2025	60.00
435 CHARBRIDGE AVE-BLDG 6	CHARBRIDGE ARBOR COOPE	CR23-0731	Certified	07/27/2023	04/15/2025	60.00
401 CHARBRIDGE AVE-BLDG 8	CHARBRIDGE ARBOR COOPE	CR23-0732	Certified	07/27/2023	04/15/2025	187.50
403 CHARBRIDGE AVE-BLDG 8	CHARBRIDGE ARBOR COOPE	CR23-0733	Certified	07/27/2023	04/15/2025	60.00
405 CHARBRIDGE AVE-BLDG 8	CHARBRIDGE ARBOR COOPE	CR23-0734	Certified	07/27/2023	04/15/2025	60.00
407 CHARBRIDGE AVE-BLDG 8	CHARBRIDGE ARBOR COOPE	CR23-0735	Certified	07/27/2023	04/15/2025	60.00
411 CHARBRIDGE AVE-BLDG 8	CHARBRIDGE ARBOR COOPE	CR23-0737	Certified	07/27/2023	04/15/2025	60.00
371 CHARBRIDGE AVE-BLDG 9	CHARBRIDGE ARBOR COOPE	CR23-0738	Certified	07/27/2023	04/15/2025	307.50
373 CHARBRIDGE AVE-BLDG 9	CHARBRIDGE ARBOR COOPE	CR23-0739	Certified	07/27/2023	04/15/2025	60.00
375 CHARBRIDGE AVE-BLDG 9	CHARBRIDGE ARBOR COOPE	CR23-0740	Certified	07/27/2023	04/15/2025	60.00

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
377 CHARBRIDGE AVE-BLDG 9	CHARBRIDGE ARBOR COOPE	CR23-0741	Certified	07/27/2023	04/15/2025	187.50
381 CHARBRIDGE AVE-BLDG 9	CHARBRIDGE ARBOR COOPE	CR23-0742	Certified	07/27/2023	04/15/2025	60.00
383 CHARBRIDGE AVE-BLDG 9	CHARBRIDGE ARBOR COOPE	CR23-0743	Certified	07/27/2023	04/15/2025	60.00
385 CHARBRIDGE AVE-BLDG 9	CHARBRIDGE ARBOR COOPE	CR23-0744	Certified	07/27/2023	04/15/2025	60.00
387 CHARBRIDGE AVE-BLDG 9	CHARBRIDGE ARBOR COOPE	CR23-0745	Certified	07/27/2023	04/15/2025	60.00
391 CHARBRIDGE AVE-BLDG 9	CHARBRIDGE ARBOR COOPE	CR23-0746	Certified	07/27/2023	04/15/2025	60.00
393 CHARBRIDGE AVE-BLDG 9	CHARBRIDGE ARBOR COOPE	CR23-0747	Certified	07/27/2023	04/15/2025	60.00
351 CHARBRIDGE AVE-BLDG 10	CHARBRIDGE ARBOR COOPE	CR23-0748	Certified	07/27/2023	04/15/2025	187.50
353 CHARBRIDGE AVE-BLDG 10	CHARBRIDGE ARBOR COOPE	CR23-0749	Certified	07/27/2023	04/15/2025	60.00
355 CHARBRIDGE AVE-BLDG 10	CHARBRIDGE ARBOR COOPE	CR23-0750	Certified	07/27/2023	04/15/2025	60.00
357 CHARBRIDGE AVE-BLDG 10	CHARBRIDGE ARBOR COOPE	CR23-0751	Certified	07/27/2023	04/15/2025	60.00
359 CHARBRIDGE AVE-BLDG 10	CHARBRIDGE ARBOR COOPE	CR23-0752	Certified	07/27/2023	04/15/2025	60.00
361 CHARBRIDGE AVE-BLDG 10	CHARBRIDGE ARBOR COOPE	CR23-0753	Certified	07/27/2023	04/15/2025	60.00
303 CHARBRIDGE AVE-BLDG 11	CHARBRIDGE ARBOR COOPE	CR23-0754	Certified	07/27/2023	04/15/2025	307.50
309 CHARBRIDGE AVE-BLDG 11	CHARBRIDGE ARBOR COOPE	CR23-0756	Certified	07/27/2023	04/15/2025	60.00
311 CHARBRIDGE AVE-BLDG 11	CHARBRIDGE ARBOR COOPE	CR23-0757	Certified	07/27/2023	04/15/2025	60.00
315 CHARBRIDGE AVE-BLDG 11	CHARBRIDGE ARBOR COOPE	CR23-0758	Certified	07/27/2023	04/15/2025	60.00
317 CHARBRIDGE AVE-BLDG 11	CHARBRIDGE ARBOR COOPE	CR23-0759	Certified	07/27/2023	04/15/2025	60.00
321 CHARBRIDGE AVE-BLDG 11	CHARBRIDGE ARBOR COOPE	CR23-0760	Certified	07/27/2023	04/15/2025	60.00
323 CHARBRIDGE AVE-BLDG 11	CHARBRIDGE ARBOR COOPE	CR23-0761	Certified	07/27/2023	04/15/2025	60.00
327 CHARBRIDGE AVE-BLDG 11	CHARBRIDGE ARBOR COOPE	CR23-0762	Certified	07/27/2023	04/15/2025	60.00
331 CHARBRIDGE AVE-BLDG 11	CHARBRIDGE ARBOR COOPE	CR23-0763	Certified	07/27/2023	04/15/2025	60.00
335 CHARBRIDGE AVE-BLDG 11	CHARBRIDGE ARBOR COOPE	CR23-0764	Certified	07/27/2023	04/15/2025	187.50
337 CHARBRIDGE AVE-BLDG 11	CHARBRIDGE ARBOR COOPE	CR23-0765	Certified	07/27/2023	04/15/2025	60.00
339 CHARBRIDGE AVE-BLDG 11	CHARBRIDGE ARBOR COOPE	CR23-0766	Certified	07/27/2023	04/15/2025	60.00
341 CHARBRIDGE AVE-BLDG 11	CHARBRIDGE ARBOR COOPE	CR23-0767	Certified	07/27/2023	04/15/2025	60.00
235 CHARBRIDGE AVE-BLDG 12	CHARBRIDGE ARBOR COOPE	CR23-0768	Certified	07/27/2023	04/15/2025	307.50
237 CHARBRIDGE AVE-BLDG 12	CHARBRIDGE ARBOR COOPE	CR23-0769	Certified	07/27/2023	04/15/2025	60.00
239 CHARBRIDGE AVE-BLDG 12	CHARBRIDGE ARBOR COOPE	CR23-0770	Certified	07/27/2023	04/15/2025	60.00
241 CHARBRIDGE AVE-BLDG 12	CHARBRIDGE ARBOR COOPE	CR23-0771	Certified	07/27/2023	04/15/2025	60.00

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
245 CHARBRIDGE AVE-BLDG 12	CHARBRIDGE ARBOR COOPE	CR23-0772	Certified	07/27/2023	04/15/2025	187.50
247 CHARBRIDGE AVE-BLDG 12	CHARBRIDGE ARBOR COOPE	CR23-0773	Certified	07/27/2023	04/15/2025	60.00
251 CHARBRIDGE AVE-BLDG 12	CHARBRIDGE ARBOR COOPE	CR23-0774	Certified	07/27/2023	04/15/2025	60.00
253 CHARBRIDGE AVE-BLDG 12	CHARBRIDGE ARBOR COOPE	CR23-0775	Certified	07/27/2023	04/15/2025	60.00
257 CHARBRIDGE AVE-BLDG 12	CHARBRIDGE ARBOR COOPE	CR23-0776	Certified	07/27/2023	04/15/2025	60.00
259 CHARBRIDGE AVE-BLDG 12	CHARBRIDGE ARBOR COOPE	CR23-0777	Certified	07/27/2023	04/15/2025	60.00
263 CHARBRIDGE AVE-BLDG 12	CHARBRIDGE ARBOR COOPE	CR23-0778	Certified	07/27/2023	04/15/2025	60.00
265 CHARBRIDGE AVE-BLDG 12	CHARBRIDGE ARBOR COOPE	CR23-0779	Certified	07/27/2023	04/15/2025	60.00
269 CHARBRIDGE AVE-BLDG 12	CHARBRIDGE ARBOR COOPE	CR23-0780	Certified	07/27/2023	04/15/2025	60.00
273 CHARBRIDGE AVE - BLDG 12	CHARBRIDGE ARBOR COOPE	CR23-0781	Certified	07/27/2023	04/15/2025	60.00
205 CHARBRIDGE AVE - BLDG 13	CHARBRIDGE ARBOR COOPE	CR23-0782	Certified	07/27/2023	04/15/2025	307.50
207 CHARBRIDGE AVE - BLDG 13	CHARBRIDGE ARBOR COOPE	CR23-0783	Certified	07/27/2023	04/15/2025	60.00
209 CHARBRIDGE AVE - BLDG 13	CHARBRIDGE ARBOR COOPE	CR23-0784	Certified	07/27/2023	04/15/2025	60.00
211 CHARBRIDGE AVE - BLDG 13	CHARBRIDGE ARBOR COOPE	CR23-0785	Certified	07/27/2023	04/15/2025	60.00
215 CHARBRIDGE AVE - BLDG 13	CHARBRIDGE ARBOR COOPE	CR23-0786	Certified	07/27/2023	04/15/2025	187.50
219 CHARBRIDGE AVE - BLDG 13	CHARBRIDGE ARBOR COOPE	CR23-0787	Certified	07/27/2023	04/15/2025	60.00
223 CHARBRIDGE AVE - BLDG 13	CHARBRIDGE ARBOR COOPE	CR23-0788	Certified	07/27/2023	04/15/2025	60.00
225 CHARBRIDGE AVE - BLDG 13	CHARBRIDGE ARBOR COOPE	CR23-0789	Certified	07/27/2023	04/15/2025	60.00
229 CHARBRIDGE AVE - BLDG 13	CHARBRIDGE ARBOR COOPE	CR23-0790	Certified	07/27/2023	04/15/2025	60.00
231 CHARBRIDGE AVE - BLDG 13	CHARBRIDGE ARBOR COOPE	CR23-0791	Certified	07/27/2023	04/15/2025	60.00
151 CHARBRIDGE AVE - BLDG 14	CHARBRIDGE ARBOR COOPE	CR23-0792	Certified	07/27/2023	04/15/2025	307.50
153 CHARBRIDGE AVE - BLDG 14	CHARBRIDGE ARBOR COOPE	CR23-0793	Certified	07/27/2023	04/15/2025	60.00
155 CHARBRIDGE AVE - BLDG 14	CHARBRIDGE ARBOR COOPE	CR23-0794	Certified	07/27/2023	04/15/2025	60.00
157 CHARBRIDGE AVE - BLDG 14	CHARBRIDGE ARBOR COOPE	CR23-0795	Certified	07/27/2023	04/15/2025	60.00
161 CHARBRIDGE AVE - BLDG 14	CHARBRIDGE ARBOR COOPE	CR23-0796	Certified	07/27/2023	04/15/2025	187.50
165 CHARBRIDGE AVE - BLDG 14	CHARBRIDGE ARBOR COOPE	CR23-0797	Certified	07/27/2023	04/15/2025	60.00
169 CHARBRIDGE AVE - BLDG 14	CHARBRIDGE ARBOR COOPE	CR23-0798	Certified	07/27/2023	04/15/2025	60.00
171 CHARBRIDGE AVE - BLDG 14	CHARBRIDGE ARBOR COOPE	CR23-0799	Certified	07/27/2023	04/15/2025	60.00
175 CHARBRIDGE AVE - BLDG 14	CHARBRIDGE ARBOR COOPE	CR23-0800	Certified	07/27/2023	04/15/2025	60.00

Property Address	Holder Name	Certificate Number	Status	Date Issued	Date Expires	Total Amount
177 CHARBRIDGE AVE - BLDG 14	CHARBRIDGE ARBOR COOPE	CR23-0801	Certified	07/27/2023	04/15/2025	60.00
179 CHARBRIDGE AVE - BLDG 14	CHARBRIDGE ARBOR COOPE	CR23-0802	Certified	07/27/2023	04/15/2025	60.00
181 CHARBRIDGE AVE - BLDG 14	CHARBRIDGE ARBOR COOPE	CR23-0803	Certified	07/27/2023	04/15/2025	60.00
392 W NEPESSING ST 1	CASTLE TOP PROPERTIES LLC	CR23-0804	Certified	07/28/2023	07/28/2025	246.00
392 W NEPESSING ST 2	CASTLE TOP PROPERTIES LLC	CR23-0805	Certified	07/28/2023	07/28/2025	40.00
60 HARTLEY ST	KISH, JAMES & SAUNDERS, A	CR23-0811	Certified	07/11/2023	02/19/2025	187.50
1325 SECOND ST	CONNOR, RHONDA KAY	CR23-0819	Certified	07/21/2023	06/15/2025	125.00
1121 N MAIN ST	WATMUFF, DARRYL & CYNTH	CR23-0822	Certified	08/02/2023	07/24/2025	125.00

Total # of Certificates: 149

Total Amount Billed: \$16332.00

Population: All Records

Certificate.DateIssued Between 7/11/2023 12:00:00 AM AND
8/11/2023 11:59:59 PM AND

Certificate.Status = Certified AND

Certificate.CertType = Rental



Item K-1-2-A

To: Mike Womack, City Manager
C.C. City Board of Commissioners
From: Denise Marinelli, Assessor
Date: August 16, 2023
RE: Monthly Departmental Report

ASSESSING DEPARTMENT CONCENTRATION:

- Property Transfers are currently up to date and Deeds have been processed through July. Current Deed breakdown:

Deeds	July	Vacant land	New Construction	Prior Month
Transfers	17	1	4	25
Non-Transfers	12			12
Forcl/Redmptn	0			0
Total	29			37

- The Assessor met with STC commission, Reason Consulting(a firm hired by the State to conduct the Review) for an in-person Audit on June 29, 2023, at the Lapeer County Courthouse. Notification of the official results were sent on August 4, 2023. Based on the findings of the audit, the City of Lapeer was given the designation of **substantially compliant**. As a result of this designation, there is no corrective action needed. The State Tax Commission congratulates the City of Lapeer on receiving a perfect score on the review and appreciates our cooperation throughout the process.
- The Assessing Department welcomed a new staff member this month as Timothy Mayer has filled the position of Deputy Assessor. Mr. Mayer has experience as an appraiser. He will be relocating closer to Lapeer and is currently applying to begin his assessing certification by the State. We are very happy to have him join our staff.
- The July Board of Review met on Tuesday, July 18, 2023, to correct any errors in the 2022 & 2023 Assessment Rolls and to hear Disable Veteran and Poverty Appeals. All Board business was concluded at that time; notices and corrected tax bills have been sent.
- We currently have 1 Michigan Tax Tribunal case for the 2023 tax year.

City of Lapeer

Page 2

- Ryan MacDermaid, of Legacy Assessing is currently working in the field conducting our Permit & 20% Parcel Reviews.
- The department continues to investigate, correct, and update property description discrepancies, omissions, errors, and changes. We assist departments, property owners, realtors and appraisers with questions and concerns as well as processing address and lot split requests.
- As always, please contact me if you have any questions or concerns.



Item # K-1-2-B

To: Mike Womack, City Manager
From: Kelly Hanna, Director of Financial Services
Date: August 15 2023
RE: Income Tax Monthly Report for July 2023

CITY OF LAPEER
Monthly Financial Statement
Income Tax Department
July 2023

<u>Fiscal Year</u>	<u>Net Monthly Income</u>	<u>Net Total Yr-to-date</u>	<u>Original Budget for year</u>	<u>Current Budget for year</u>	<u>Actual Total for year</u>	<u>Excess (Deficit) Revenue</u>
2013/14	\$319,754	\$319,754	\$2,590,000	\$2,590,000	\$2,827,204	\$237,204
2014/15	\$285,995	\$285,995	\$2,590,000	\$2,590,000	\$2,953,553	\$363,553
2015/16	\$282,966	\$282,966	\$2,785,000	\$2,785,000	\$3,069,571	\$284,571
2016/17	\$233,522	\$233,522	\$3,065,000	\$3,065,000	\$3,212,298	\$147,298
2017/18	\$509,961	\$509,961	\$3,165,000	\$3,165,000	\$3,349,223	\$184,223
2018/19	\$340,548	\$340,548	\$3,175,000	\$3,175,000	\$3,521,027	\$346,027
2019/20	\$318,103	\$318,103	\$3,265,000	\$3,265,000	\$3,228,023	-\$36,977
2020/21	\$413,571	\$413,571	\$3,495,000	\$3,495,000	\$3,783,095	\$288,095
2021/22	\$358,597	\$358,597	\$3,485,000	\$3,528,934	\$4,517,611	\$988,677
2022/23	\$354,804	\$354,804	\$4,090,000	\$4,140,076	\$4,966,232	\$826,156
2023/24	\$351,956	\$351,956	\$4,833,000	\$4,833,000		

Original Budget and Current Year Budget columns for FYE 2013- 2023 adjusted to include budgeted p&l & prosecution



Item # K-1-2-C

To: Mike Womack, City Manager
From: Kelly Hanna, Director of Financial Services
Date: August 16, 2023
RE: Finance Department Report for July 2023

- 1) 139 - voucher checks were issued.
- 2) 341 - payroll payments were issued.
- 3) 74 - income tax refund checks were issued.
- 4) Records were reviewed with those needing information on burial location. There were two (2) full burials and three (3) foundations purchased (for a total of \$582.40).
- 5) 2,658 Summer 2023 property tax bills were receipted for \$5,542,595.56; one (1) delinquent 2022 personal property tax bill was receipted for \$115.74; one (1) delinquent 2021 personal property tax bill was receipted for \$302.36; and one (1) delinquent 2019 personal property tax bill was receipted for \$500.00.
- 6) There were 60 additions and 77 cancellations received regarding the voter registration records.



ITEM K-1-3



To: Mike Womack, City Manager
From: Mike Vogt, Fire Chief
Date: August 10, 2023
RE: July 2023

MONTH SUMMARIZED:

Training: The department conducted a total of eight training sessions (4 day/4 night). A total of 168.0 man-hours were spent in training during the month.

Community Risk Reduction: Department personnel participated in three public events during the month, which two took place in the City of Lapeer and one in Mayfield Township. A total of 90 children and 37 adults participated in these events. This month we assisted one of the schools with their summer school program, participated in the Food Truck Festival and assisted with the 4th of July event.

Fire & Life Safety: 21 re-inspections, five other type of inspections, and seven site visits were completed in the City. Three site plans, one sprinkler system plan and one parking lot plan was reviewed for the Building Department for the month of July.

Responses: The department responded to a total of 72 incidents during the month, requiring a total of 487.0 man-hours. This is 22 more responses than we had for the same period in 2022. 25% of these responses occurred Monday-Friday between the hours of 6:00 am and 6:00 pm. The estimated dollar loss for the month was \$24,000, bringing the estimated annual dollar loss for the year to \$764,425. The loss for the month resulted from a vehicle fire in the City of Lapeer and a building fire in Mayfield Township.

The number of responses for the month by municipality was: City of Lapeer-41, Lapeer Twp-4, Mayfield Twp-17, Oregon Twp-4, Automatic/Mutual Aid-6.

The average emergency response time (in minutes) to each municipality was: City of Lapeer-8.2, Lapeer Twp-0.0, Mayfield Twp-11.0, Oregon Twp-0.0.

The calendar year annual percentage of responses by municipality is: City of Lapeer-53.42%, Lapeer Twp-10.62%, Mayfield Twp-22.60%, Oregon Twp-7.53%, Assists-5.82%.

The number of burn permits issued for the month by municipality was: Lapeer Twp-134, Mayfield Twp-134, Oregon Twp-72.

The breakdown of responses by type is as follows:

Fire Alarm-Malicious	0	Fire Alarm-Unintentional	13
Fire Alarm-Malfunction	8	Fire Alarm-Residential	0
Building Fire-Residential	1	Building Fire-Commercial	0
Building Fire-Other	0	Vehicle Fire	1
Grass/Brush Fire	0	Rescue	1
Good Intent	6	Electrical Related	20
Smoke Investigation	1	Gasoline/Diesel Spill/Leak	1
Natural Gas/Propane Leak	1	Carbon Monoxide (alarm & actual)	4
Other Type Fires	0	Other Type Response	9
Assist to Other Agencies	6	Washdown	0

Lapeer City Fire & Rescue

July 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Incident 23-221 Incident 23-222 Incident 23-223 Incident 23-224 Incident 23-225 Incident 23-226 Incident 23-227 Incident 23-228 Incident 23-229
2	3 Incident 23-230 Incident 23-231 Incident 23-232 Incident 23-233 Incident 23-234	4 Incident 23-235 Incident 23-236	5 Incident 23-237 Incident 23-238	6 Incident 23-239 Incident 23-240 Incident 23-241	7 Incident 23-242	8 Incident 23-243
9 Incident 23-244 Incident 23-245 Incident 23-246 4th Of July Fireworks	10 Training Food Truck Festival	11 Incident 23-247	12 Incident 23-248 Incident 23-249	13 Incident 23-250 Incident 23-251 Incident 23-252 Incident 23-253	14 Incident 23-254 Incident 23-255	15 Incident 23-256 Incident 23-257
16	17 Training	18 Incident 23-258 Summer School Event	19 Leadership Mtg. Safety Comm Mtg	20 Incident 23-259 Incident 23-260 Incident 23-261 Incident 23-262 Incident 23-263	21 Incident 23-264 Incident 23-265	22 Incident 23-266
23 Incident 23-267 Incident 23-268	24 Incident 23-269 Training	25	26 Incident 23-270 Incident 23-271 151 Spec Mtg	27 Incident 23-272	28 Incident 23-273 Incident 23-274 Incident 23-275 Incident 23-276 Incident 23-277 Incident 23-278 Incident 23-279 Incident 23-280 Incident 23-281 Incident 23-282	29 Incident 23-283 Incident 23-284 Incident 23-285 Incident 23-286 Incident 23-287 Incident 23-288 Incident 23-289
30 Incident 23-290 Incident 23-291 Incident 23-292	31 Training	Notes Incidents (Monthly Total - 72) Training Public Events Meetings New Hiring Process Public Assistance				



Dept: Housing Improvement Department
Submitted To: Mr. Mike Womack, City Manager
From: Denise Soldenski, Director of Housing and Neighborhood Development
Date: August 17th, 2023
RE: July 12th, 2023 – August 8th, 2023
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 August 8, Riverview Towers has one vacant unit which is projected to be filled in the month of September.
2. The Riverview waitlist contains a sufficient supply of applicants to fill vacant units.
3. A Riverview Towers cookbook is still on the agenda possibly by year end.
4. Dan Dennis, son of former Housing Manager, Dorothy Dennis has gifted Riverview Towers residents with Optimist of Lapeer Chicken BBQ tickets for this Lapeer Days. His generosity is greatly appreciated!!

B. HOUSING CHOICE VOUCHER PROGRAM (HCV)

1. As of August 8, 100 vouchers are under contract.
2. Currently there are no new vouchers issued.

C. ADMINISTRATION

1. **Attachment #1** Lapeer Housing Commission/Lapeer Riverview Towers, LLC financials.
Ms. Soldenski will review FYE 6/30/2023 Financials.
2. Ms. Soldenski is working with Northeastern Painting Company to schedule the painting of the first floor of Riverview.
3. We are continuing with cabinet replacements as units become vacant. Currently working on unit 310.
4. The Automated External Defibrillator (AED) has been purchased, and training by the City of Lapeer Police Dept. is taking place for staff on August 22nd.
5. HUD released the Final Rule of the Housing Opportunity Through Modernization Act (HOTMA) of 2016, Sections 102, 103 and 104 on February 14th, 2023. This rule provides for income and asset changes that will affect the HCV and PBV programs and will be effective January 1st, 2024. HUD still is working on rolling out guidelines for PHA policy updates and has extended the date that all PHAs must have these sections of HOTMA fully in place to be on or before January 1st, 2025.
6. HUD is also changing the process/standard for Housing Quality Standard Inspections (HQS) to National Standards for the Physical Inspection of Real Estate (NSPIRE). The new standard is supposed to be an inspection model that is more common across the various HUD programs. This new method is under pilot and is scheduled to be rolled out for HCV/PBV in October 2023; however, HUD will be allowing PHAs to use existing inspection protocols until October 2024 to allow for systems to be updated and training to take place. Full implementation will most likely include acquisition of a handheld tablet for electronic inspections.



To: Housing Improvement Department
Submitted To: Mr. Mike Womack, City Manager
From: Denise Soldenski, Director of Housing and Neighborhood Development
Date: August 17th, 2023
RE: July 12th, 2023 – August 8th, 2023
copy: Lapeer Neighborhoods Inc.

A. HOUSING IMPROVEMENT DEPARTMENT (HID) - See attachment #2 for project photos.

1. MSHDA NEP - Mt. Hope Area Grant Program (Round 8):

- a. Project 1 – Lincoln St. – Roof Replacement – Completed
- b. Project 2 – W. Park St. – Roof Replacement – This project is awaiting one final bid and then will move to contract signing.
- c. Project 3 – Harrison St. – Cement Driveway/Garage Door replacement – Bids received and moving to contract signing.
- d. Project 4 – Liberty St. – Roof Replacement/Driveway install/ADA Ramp – This project is currently awaiting one final bid.
- e. Project 5 – Perkins Park – Pavilion, Benches, Fountain, Picnic Tables, and mulch - Completed
- f. Project 6 – Adams St. – Roof Replacement – This project is out for bids and is pending funding availability.

2. USDA Rural Development HPG Grant: Grant funding has been extended for 6 more months and will be ending as of March 30, 2024. Grant funding balance is \$32,697.04. USDA has given approval to use the funds as a single component and not a whole project. This will hopefully use up the final dollars available.

- a. Project 1 - Lincoln St. – A. – House Rehab – Awaiting bids from contractors. Ms. Lincoln has reached out to the homeowner for new potential contractors to contact. Due to grant ending, referring to MI-HOPE.
- b. Project 2 - Hartley St. – Crawl Space/Minor Home Rehab – Awaiting bid from contractor.
- c. Project 3 - Jefferson St. – Electrical/Siding/Windows – Struggling to get contractors to bid the project. Due to grant ending, referring to MI-HOPE.
- d. Project 4 – Lincoln St. – B. – House Rehab - House Rehab – Awaiting bids from contractors. Ms. Lincoln has reached out to the homeowner for new potential contractors to contact. Due to grant ending, referring to MI-HOPE.
- e. Project 5 – W. Park St. – Roof/Ramp – Partnering with MSHDA NEP

3. MSHDA MI-HOPE Grant: Grant Agreement has been signed and submitted back to MSHDA. New application round is open via the MSHDA grant portal at: <https://www.michigan.gov/mshda/neighborhoods/mi-housing-opportunities-promoting-energy-efficiency-program-mi-hope>

- a. Project 1 - Lincoln St. – A. – House Rehab – Application stage.
- b. Project 2 - Lincoln St. – B. – House Rehab – Application stage.
- c. Project 3 - Jefferson St. – Electrical/Siding/Windows – Application stage.

4. MSHDA Housing Choice Vouchers / Section 8

- a. Lapeer County's maximum voucher allocation is 356 regular Housing Choice Vouchers, 6 Project Based Vouchers, 17 Emergency Housing Vouchers for a total in Lapeer County of 379. Tuscola County allocation is 92 Housing Choice Vouchers, 5 Project Based Vouchers, and 3 Emergency Housing Vouchers for a total in Tuscola County of 100. Huron County allocation is a total of 49 Housing Choice Vouchers, and 2 Emergency Housing Vouchers for a total of 51. Our total VASH allocation remains at 35 and Moving Up allocation is currently 4. The maximum total allocation is 567 which includes an allowed amount of overage.
- b. Current lease up rate is now at 99.3%. It will be priority to maintain our high lease up percentage. Unfilled VASH vouchers do not count towards our lease up but are also priority.
- c. MSHDA allocated two more Emergency Housing Vouchers (EHV) to Lapeer County, so our total is now 22; 17 for Lapeer, 3 for Tuscola and 2 for Huron. We have 16 out of 22 leased with 2 looking for housing, and 5 to be issued/briefed (1 extra).

B. LAPEER NEIGHBORHOODS INCORPORATED (LNI)

1. Projects –

- a. 405 S. Elm: Vacant: Continuing research into funding for a potential build or possible sale of the property to a developer.

C. FINANCE

1. Attachment #1: Financial report.

D. ADMINISTRATION

1. Ms. Soldenski has reviewed the template policies from the Non-Profit Network for the following policies that should be in place for Lapeer Neighborhoods, Inc.: Conflict of Interest, Document Retention Policy, Document Retention Schedule, Whistleblower Policy, and Whistleblower Complaint Procedure. Draft versions are attached. ***Ms. Soldenski will ask for approval of these policies effective immediately.*** Once approved, Ms. Soldenski will provide copies to the LNI accountant for possible submission with tax documents.
2. LNI Beautification contest – Ms. Lincoln has mailed letters to the three selected winners on July 31, 2023, asking them to contact Ms. Lincoln directly, however as of the date of the report, no response has been received. A second letter will be sent by August 24, 2023, if contact has not been made.

7. HUD is moving forward with a clearer proposed rule for Affirmatively Furthering Fair Housing. HUD's intent is to "affirmatively further fair housing by creating strong, sustainable, inclusive communities and quality affordable housing for all." More information to come as this proposed rule approaches final rule.
8. HUD has been releasing updated chapters in the "Housing Choice Voucher Program Guidebook." As the chapters are released, Ms. Soldenski reviews, updates, and requests approval for our HCV Administrative Plan, if necessary. *There are no updates to the Guidebook this month that affect policy.*

TO: Lapeer City Planning Commission
FROM: Planning Department
DATE: August 1, 2023
RE: August 2023 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. 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 and are currently being reviewed by staff. The Planning Commission postponed action at the May 11th meeting pending additional information. The applicant submitted revised plans on July 21st that will be reviewed at the August Planning Commission meeting.

2. Sunoco Station – 715 S. Main St.

General Information – Construction of a 2,135 sq. ft. addition to the existing Sunoco Gas Station.

Project Status – The site plan was submitted on April 3, 2023. Staff comments were sent to the applicant on April 18th. Planning Commission conditionally approved the site plan at the July 13th, 2023, meeting. City staff is waiting on revised plans to be submitted based on the conditions imposed by the Planning Commission.

3. Blain's Farm and Fleet – SE Corner of Turrill Rd./S. Lapeer Rd.

General Information – Construction of a new 84,000+ sq. ft. commercial building with auto repair bays on a vacant parcel at the southeast corner of Turrill Rd./S. Lapeer Rd.

Project Status – The site plan was submitted on January 6, 2023. Received contingent approval by the Planning Commission on February 9, 2023 based on addressing all outstanding City staff comments. City staff is waiting for revised site plans.

4. Lapeer Villas – Baldwin Rd. – Site Plan Amendment

General Information – An amendment to the previous site plan to convert some of apartment building (5, 6, and 7) garage spaces into apartments and construct a club house with pool.

Project Status – The site plan was submitted on June 30, 2022 and revised site plans were received July 26. The Planning Commission approved the site plan with conditions on August 11, 2022. The site plan amendment has been approved with final signatures. Construction of buildings 5, 6 & 7 is underway. Construction of the clubhouse and pool is temporarily on hold. The City will follow-up on a site plan revision once buildings 5, 6 & 7 is complete.

5. Woodchips Mixed Use Building – Vacant Lot at Northeast Corner Nepessing/Mason

General Information – Construction of a new three-story mixed-use building on the vacant lot immediately west of Chef G's with commercial and restaurant uses on the 1st floor and apartments on the 2nd and 3rd floors.

Project Status – Site plans were received on May 3, 2022 and May 26, 2022. The Planning Commission contingently approve the site plan on June 9. The Planning Department allowed the

applicant to move forward with building plan submittal while final engineering details on site plans are finalized.

6. Murphy Oil USA – 579 E. Genesee St.

General Information – Redevelopment of the gas station site including a 1,400 sq. ft. pre-manufactured convenience store building and additional gas pumps.

Project Status – The site plan was approved with conditions at the May 12, 2022 Planning Commission meeting. The Planning Department received revised site plans June 8 and June 23, 2022. The site/engineering plans have been approved. The Building Dept has approved the building plans. New building permits were issued in June 2023 and construction has begun.

7. Tommy's Carwash – Lapeer Commons - Lapeer Rd

General Information – Construction of a 4,550 sqft building and parking lot for an automatic carwash. The applicant is also modifying the Planned Unit Development conceptual plan.

Project Status – The site plan was received on December 20, 2021. The Planning Commission contingently approved the site plan on Feb. 10, 2022. Revised site plans were received on March 7 and August 26, 2022. The project received a site plan extension during the March 2023 Planning Commission meeting. City staff is waiting for revised site plans. The Planning Department is waiting on approved sanitary sewer easement. The Planning Department has not received further communication from the applicant at this time.

8. Beasley – Building Remodel and Parking Lot Improvements – 891 Baldwin Rd

General Information – Construction of a rear parking lot area, with landscaping, and building exterior remodeling to an existing building for a professional office.

Project Status – The site plan was received on November 18, 2021. The site plan received contingent site plan approval at the January 13, 2022 Planning Commission meeting. Final approved site plans were distributed November 29, 2022. The Zoning Board of Appeals approved a variance for exterior building materials on April 24, 2023. Building permit was issued in June 2023 and construction is underway.

9. Popeye's – Drive-Through Facilities – 1040 S. Lapeer Rd.

General Information – Construction of two new buildings (a 2,143 sqft building to the north and a 2,529 sqft to the south) for drive-through facilities and shared parking with the neighboring property.

Project Status – The site plan for Phase 1 of the development was received on November 1, 2021. On December 9, 2021 the Planning Commission approved a special land use. The site plan received contingent approval at the January 13, 2022 Planning Commission meeting. The Planning Commission granted the site plan extension until January 13, 2024. Revised plans were received on March 24 and reviewed by City staff. MDOT required changes to the access drive location on M-24. Comments were sent to the applicant on June 27th. Revised plans have not been received at this time.

10. Urgent Design – Building & Parking Addition – 3123 John Conley Dr.

General Information – Construction of a 59,120 sqft building addition and parking lot improvements for the existing manufacturing facility.

Project Status – The site plans were received on October 4, 2021 and revised plans were received October 28, 2021. The Planning Commission granted contingent site plan approval on November 18, 2021. The site plan extension was approved at the November 10, 2022 Planning Commission meeting, the site plan will now expire November 18, 2023. City Staff is waiting for revised site plans to be submitted. Applicant has stated they do not have immediate plans to proceed with the addition. We will remove this from the development report in November 2023.

11. SEMI Grown – 39 & 47 W. Genesee St.

General Information – Redevelopment of three parcels into a 11,480 sq.ft. marihuana grow facility.

Project Status – The site plan was received on September 7, 2021. Revised plans were submitted on September 29, 2021 and contingently approved by the Planning Commission on October 14, 2021. The Zoning Board of Appeals approved buffer zone and landscaping variances on June 28, 2021 and October 25, 2021. The Planning Commission granted a site plan extension to expire October 25, 2023. The Planning Department is waiting for revised plans.

12. Lapeer M-21 Gas Station – 1280 Imlay City Rd

General Information – Redevelopment of the current site to be a gas station located at 1280 Imlay City Road. Half of the building will be demolished while the remaining 3,680 sqft will be used as the convenience store.

Project Status – The site plan was received on May 17, 2021. The Planning Commission contingently approved the special land use on July 8, 2021. The site plan received contingent site plan approval from the Planning Commission on January 13, 2022. Revised plans were received March 30, April 29, July 11, and July 14, 2022. The final signed and approved site/engineering plans have been distributed. The Building Department has issued the required Building Permits for the building demo & remodel and the applicant has received the required EGLE permits. Building permit was issued in June 2023.

13. Ivy Terrace – Assisted Living Facility – Vacant Parcel on Woodbridge Park Avenue

General Information – Construction of a new 49 unit assisted living facility.

Project Status - The special land use and site plan were approved by the Planning Commission on June 11, 2020. The Zoning Board of Appeals approved a variance to allow a parcel without frontage on October 26, 2020 contingent upon the applicant providing a deed restriction tying the two properties together. Final approved plans were distributed November 20, 2020. Sidewalk relocation out of the Lapeer County Road Commission right-of-way was approved administratively by City staff. The Building Department has one outstanding issue regarding the hot tub area before the Final Certification of Occupancy can be issued. The owner is making changes to the hot tub area per State of Michigan requirements.

14. Lapeer Villas – Baldwin Rd. - 147 Apartment Units

General Information – Construction of 147 Multiple-Family apartment units on a vacant parcel on the north side of Baldwin Road.

Project Status – The site plans were received on May 6 and May 29, 2019 and approved by the Planning Commission with conditions on June 13, 2019. Final site plans were approved and distributed on September 18, 2019. The temporary certificates of occupancy have been issued for Buildings 1, 2, 3 and 4. Construction has begun on Phase 2. City is waiting for water and sanitary sewer easement agreements to be approved.

15. Woodbridge Park II – North and West of existing Woodbridge Park Development

General Information - Construction of 58 additional attached conventional condominium units north and west of the existing Woodbridge Park development. Individual condo units will be constructed in two, three and four unit attached structures.

Project Status - The site plan was approved by the Planning Commission on January 10, 2019. Revised site plans were received on June 7, 2019 and approved by staff on June 14, 2019. The required performance bond was submitted on March 3, 2020 and final approved/signed were distributed March 4, 2020. Permits were renewed in June 2023. Construction is underway.

Administrative Review Site Plans in Process

1. Walmart – 555 E. Genesee St. – Building Addition & Exterior Improvements

General Information – Construction of a small addition to the curbside pick-up area at the southeast corner of the building & various building exterior improvements.

Project Status – Site plan received on January 23, 2023 and approved on March 21, 2023. The Building Department issued the building permit on April 11, 2023 and construction is underway.

2. Jim Riehl's – 1515 S. Lapeer Rd. – New Front Façade & Building Addition

General Information – Construction of a new front exterior façade and 2,960 sqft. building addition.

Project Status – The site plan was received on March 23, 2022 and revised plans were received June 22 and July 15, 2022. The final signed and approved site/engineering plans were approved on July 21, 2022. The Building Department has completed review the building plans and are waiting for building permit applications to be submitted.

Projects on Hold:

HTF Hydraulic Tubes & Fittings – 524 McCormick St.

General Information – Construction of a 3,645 sqft building addition and resurfacing of the existing parking lot at the existing site.

Project Status – The site plan was received on September 29, 2020. Site plans were approved on November 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.

Security Credit Union – 1073 S. Main St.

General Information – Construction of a 3,835 sqft financial institution with an accessory drive-thru facility located at 1073 S. Main Street.

Project Status – The site plan was received on May 13, 2021. The Planning Commission contingently approved the site plan on July 8, 2021. The Planning Commission approved a site plan approval extension to July 8, 2023. The site plan has expired, the architect stated they will be resubmitting a site plan in spring.

Back Building LLC – Women's Healthcare Associates Medical Office Building

General Information – A new one-story 13,500 sq. ft. medical office building at 1177 S. Main St. The property is located in the "Annexation by Choice" area along the east side of S. Main St., north of Turrill Rd., was transferred into the City and rezoned from R-2 to B-2 on February 2, 2015. The site plan was approved by the Planning Commission on February 12, 2015.

Project Status – Final revisions were made to the plans on April 23, 2018 and plans were approved on May 2, 2018. The Building Department is waiting for as-built plans and has issued a temporary Certificate of Occupancy. Zoning Permits have been issued for five tenants to date. An email was sent to the owner on 7/27 to request as-built plans.



K-1-6



MEMORANDUM

CITY OF LAPEER POLICE DEPARTMENT

TO: Mike Womack, City Manager

FROM: Jeremy Howe, Chief of Police

DATE: 08/14/2023

RE: Monthly Report; July 1 – July 31, 2023

In the month of July 2023, our Police Department Officers responded to 1185 calls for service. Of these 1185 calls for service, 142 or approximately 16% were criminal activity reports, of which 51 required submissions to the Michigan Incident Crime Reporting System (MICRS). Our officers made 38 arrests in July, 7 felony crimes and 31 misdemeanor crimes, with 2 arrests for operating under the influence of alcohol or drugs.

This month our officers made 605 traffic stops, issued 64 citations, and gave 541 verbal warnings. Officers also handled 35 vehicle crashes.

There were no overdose cases reported in the month of July, there were no fatalities.

The month of July had a variety of training for our officers that included Active Shooter Response, Traffic Stops and Counter Ambush, Advanced Roadside Impaired Driving Enforcement and Investigating Non-Fatal Strangulation and Suffocation Cases. There was a total of 148 hours of training for the month. As I have said in the past, training is incredibly important and I will continue to make this a priority for our officers.

The overtime total for July was 123 hours. Most of the overtime was accrued because of the fireworks and the Friday night bike nights. With the high number of training hours that we had, only 44 hours came in as overtime. We always try to adjust training to workdays to reduce the amount of overtime the best we can.

Our Code Enforcement Officer handled 41 new enforcements. With 35 of those being self-initiated and 6 being called in on complaints. The majority of those being blight related to overgrown grass. Contractors were called to several locations and contact was made with property owners.

Officers participated in the following Special Events for the month of July. Annual Lapeer Area Chamber of Commerce firework display and Friday Night Bikes on Nepessing Street. Fireworks display went well with no incidents of note to report. The change to having a rain makeup day was utilized and well received by our residents. Many people thanked the department and our willingness for change. The Friday Night Bikes event is proceeding well, with an average attendance in the area of 350 motorcycles.

Lapeer City Police Department
Monthly Report
JULY 2023

	<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	1185	5492	6462
District Court Fines Received	\$ 1,206.81	\$ 9,815.85	\$ 8,226.57
OUIL-Cost of Prosecution	\$ -	\$ 1,864.50	\$ 2,550.00
Charges for Copies of Police Reports	\$ 179.00	\$ 1,738.50	\$ 1,691.50
<u>ACCIDENTS:</u>			
Fatal	0	0	0
Property Damage	22	160	156
Private Property Damage	10	119	124
Personal Injury	3	29	31
<u>ARRESTS:</u>			
Misdemeanor	31	173	94
Felony	7	42	37
<u>HEROIN/OVERDOSE INCIDENTS:</u>			
Heroin Possession/Usage	0	0	2
Overdose	0	2	5
Overdose Deaths	0	3	0



Interoffice Memo

To: Mike Womack, City Manager
From: Jeff Graham, Public Works Director
Date: August 14, 2023
RE: Public Works Monthly Report – July 2023

Department of Public Works Division Summary:

Water/Sewer Utilities Division and Streets Division:

In July the DPW focused on replacing lead services throughout the city. We also replaced sidewalks in numerous locations throughout the city.

Other tasks completed in this month include but are not limited to the following items:

- Tree removal and stump grinding throughout the city.
- Clean lift stations for Wastewater Treatment Plant.
- Staking and locating for Genesee St. project.
- Traffic signal work for Genesee St Project.
- Yearly lead sampling for EGLE.
- Cleanup storm damage from heavy rain and wind.
- Multiple power outages from storms.
- Barricade placement and pickup for 4th of July fireworks.
- Water main break on S. Elm St.
- Hauled gravel to baseball fields for Parks Dept.
- Installed water fountain at Perkins Park.
- Fixed sink hole on Nepessing St.
- Replaced 6 Lead service lines.

Water/Sewer/ Streets Monthly Routine Task included:

- Water sampling all wells (backup water supply)
- Water Samples: Bacteria samples, Water Quality testing of distribution system
- Operate Wells and well house maintenance.
- Meter Reading and Meter Repair
- Miss Dig Staking
- Rotation of PRV's in GLWA LA-02 Meter pit
- Barricade placement Downtown
- Dump maintenance, haul compost
- Brush Pickup
- Barricade placement Downtown

Wastewater Treatment Plant 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.
- Week-end work schedule
- Holiday work schedule

NPDES/IPP

- Daily Laboratory Analysis
- Monthly PFAS sampling for WWTP influent, and effluent
- NPDES monthly Selenium sampling
- NPDES quarterly Mercury sampling
- NPDES quarterly Available Cyanide sampling
- Monitor weekly PFAS sampling via LP&P
- PFAS file updates
- Submitted monthly NPDES PFAS POTW effluent monitoring report via MiEnviro
- Submitted monthly DMR via MiEnviro
- Submitted Asset Management Annual Report via MiEnviro

Electrical Work

- Lift station generators checks and repairs.
- Ongoing troubleshooting, repair, and evaluation of computer and SCADA issues
- Power outage call ins for WWTP
- Checked street light control panels due to power outage.
- Replaced board in DPW transfer switch.
- Replaced power injector at DeMille lift station for SCADA radio.

Mechanical/Operations

- Call Ins due to high flows
- Bubbler repair at Prison lift station
- Assessed bubbler problems at McCormick lift station.
- Selector Tank valve repair
- Oregon 2 lift station check valve replacement.
- Replaced Ferrous Chloride plumbing.
- Re-assembled Triton blower on float
- Vactor wet wells at lift stations

Miscellaneous

- Mow and trim grounds at WWTP
- Round-up lift stations
- Sprayed sterilizer for WWTP grounds

Safety/Training

- IT Right computer training

Bio-Solids Disposal Status /Loads Hauled out

- 2-North tanks hold 474,980 gallons /we have 11,875 gallons in storage
- 2-south tanks hold 430,120 gallons/we have 376,355 gallons in storage
- Total – 388,230 gallons in storage

2023 JULY 4TH HOLIDAY - 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 COST</u>
Friday, July 7, 2023	\$423.60	0.00	\$423.60	16	\$165.68	\$589.28
Sunday, July 9, 2023	\$0.00	\$317.72	\$317.72	8	\$106.64	\$424.36
Monday July 10, 2023	\$378.00	0.00	\$378.00	12	\$213.44	\$591.44
TOTALS:	\$801.60	\$317.72	\$1,119.32	36.00	\$485.76	\$1,605.08

CRACK SEALING 2023 SPRING SEASON COST

May <u>DATE</u>	<u>DAILY HRS</u>	<u>DAILY EMPLOYEE COST</u>	<u>DAILY EQUIP COST</u>	<u>DAILY MATERIAL COST</u>	<u>TOTAL DAILY COST</u>	<u>TOTAL LANE MILES</u>	<u>TOTAL LANE FEET</u>	<u>STREETS COMPLETED</u>
May 15, 2023	29.00	\$736.44	\$412.56	\$302.58	\$1,451.58	0.4413	2,330.05	City Hall & DPW back parking lot, Peppermill Circle only
May 16, 2023	38.00	\$929.03	\$607.30	\$353.01	\$1,889.34	0.6923	3,655.13	Finish Peppermill Sub, Andrews River entrances
May 23, 2023	38.00	\$931.14	\$514.96	\$706.02	\$2,152.12	0.7442	3,929.58	Peppermill Rd (3 lanes)
May 24, 2023	39.00	\$1,033.53	\$534.32	\$470.68	\$2,038.53	0.8721	4,604.54	Andrew's River (un-microsealed portion)
May 25, 2023	32.00	\$830.32	\$449.36	\$336.20	\$1,615.88	2.5734	13,587.66	Lincoln from Oregon to Genesee, Dewey, Lamoreaux, Adams S of Oregon
MONTH TOTALS:	176.00	\$4,460.46	\$2,518.50	\$2,168.49	\$9,147.45	5.3233	28,106.96	

TOTAL COST :

\$9,147.45

CITY OF LAPEER

SEWER DEPARTMENT - MONTHLY REPORT

	HOURS
DPW maintenance	17
Sewer calls	1
Clean lift station for WWTP	27.5
Concrete prep	2
Clear catch basins - heavy rain	4
Manhole assessments	6
Records Day	16
Vehicle maintenance	5
Equipment maintenance	9

OVERTIME SEWER MONTHLY REPORT

[illegible]

CITY OF LAPEER
STREET DEPARTMENT - MONTHLY REPORT

	HOURS
Brush/compost	77
Tree trimming/removal/inspections throughout the city	13
DPW maintenance	67
Cold patch city streets	4
Measure crosswalks	6
Firework set up/clean up	28
Barricades	7
Sign repair/replacement	1
Records Day	16
Sidewalk inspections	3
City Hall building maintenance	13
Traffic signal maintenance - generator monitoring - no power	25
Haul diamond dust for Parks Dept.	8
Downtown light repair	3
Sweeper training	2
Mark tree stumps for grinding	4
Sidewalk & curb repair citywide	32
Meet with sidewalk contractor	2
Assess storm damage	3
Concrete prep	47
Sidewalk repair on Genesee St.	129
Move stuff for Building Dept.	6
Vehicle maintenance	4

OVERTIME STREETS MONTHLY REPORT

[illegible]

CITY OF LAPEER
WATER DEPARTMENT - MONTHLY REPORT

	HOURS
Meter reading/training	16.5
Service requests	55
Number of work orders, re-reads and MXU repairs	53
DPW building/grounds maintenance	49
Miss Dig	99.5
Concrete sidewalk repair	12
Restorations of vac holes	14
Replace lead service line at 644 Pine St.	26
Curb stop repairs	7
Interviews	2.5
Wellhouse maintenance	9
Replace lead service line at 355 Turrill Ave	22.5
Water/sewer inspections	10
Sidewalk repair on Genesee St.	22
MERS meeting	0.5
Genesee Street Project	56
Rotate PRV's	2
Install water fountain at Perkins Park	8
Vehicle maintenance	1
Curb and sidewalk restorations	22
Equipment maintenance	6
Replace lead service line at 323 & 605 Turrill Ave.	54
Hydrant maintenance	15
Vac holes for lead check	2
Records Day	16
Water service turn ons/turn offs	12
Water/Well samples - deliver to Lansing	15
Replace lead service line 543 Clay	23
Lead/copper samples	11
WATER SHUT OFFS	31

OVERTIME WATER MONTHLY REPORT

[illegible]

WWTP MONTHLY REPORT

WWTP	HOURS
AM walk through	40
Wasting	49
Process	117
Headworks	
Lift Stations	185
Minor repairs	13
Major repairs	14
Greasing	7
Cleaning	26
PM walk through	40
Painting	
Grounds	26
Meetings	
Equipment	14
Lab	160
Computer	15
IPP	10
Electrical	110

OVERTIME WWTP - MONTHLY REPORT

WWTP	HOURS
AM walk through	12
Wasting	
Process	34
Headworks	
Lift Stations	5
Minor repairs	
Major repairs	
Greasing	
Cleaning	
PM walk through	1
Painting	
Grounds	
Meetings	
Equipment	
Lab	19
Computer	
IPP	
Electrical	3



Downtown Development Authority

July 20, 2023

Alan Higgins from the State Historic Preservation Office (SHPO) will be joining us at this month's meeting. Alan will be giving us a short 10 to 15-minute presentation on Certified Local Government and the benefits it can have for a community.

We have been getting some great, positive engagement for the work we've been doing through our vibrancy grant. Let's build off of that momentum and continue our engagement with the public. Hopefully, we can do more stories and share more successes of Lapeer Main Street, our businesses, and our volunteers.

Lapeer Main Street DDA

- *Michigan Main Street Program/Michigan Downtown Association*
 - Michigan Main Street
 1. Our Asset mapping service is underway. We have received the material through National Main Street to start doing our building inventory. This uses a program called Regrid that we can access through a mobile device or on a computer. This will allow us to update our building inventory and make sure that it is more comprehensive. We will need several volunteers to complete this. I will send out information for this, this week.
 2. The full National Accreditation self-assessment will be emailed out this afternoon, in addition to last year's assessment and findings. PLEASE Review the remaining sections and fill them in with your thoughts and scores. There are pages at the end of the assessment where you can provide notes. Please take advantage of this as it will allow us to better understand where we are as a community.
 3. I've been asked to join and accepted a role on Michigan Main Streets Advocacy Team. Similar to the MDA Advocacy committee, this team consisting of myself, the director from Lansing, and Michigan Main Street staff will advocate at the State and Federal level for support of our downtowns.
 4. Lapeer will host National and Michigan Main Street Staff ON SITE this year on **October 17**. This visit will last about 3 to 4 hours and will include time with local staff, City officials, and DDA/Main Street board members.
 5. I attended the Michigan Downtown Association annual Spring Conference on June 1st and 2nd. This was a great conference, with lots of great information on working with local developers, community art, and building relationships at the local, state, and even federal levels.

Upcoming Dates

6. **October 2/3, 2023: Director Retreat**
7. **October 17 - on-site Accreditation Visits**
- Upcoming Dates to be aware of MDA:
 1. **November 2/3 – MDA Annual Conference – Birmingham - \$275**

Business Development - Economic Vitality

- Business Recruitment/Retention and Support
 - The Business Development committee has not met, I am working with Jeff to set up an initial meeting for the committee to review the goals outlined under our transformation strategy.
 - Current Empty storefronts and available properties include:
 1. 380 N. Saginaw (next to C&D collision)
 2. 26 Park Street – Auto Wash – For Sale
 3. 368 Jefferson St. – Forever Friends Network/Perkins Flowers
 4. 18 E. Nepessing St. – City Owned property
 5. 10 E. Nepessing St. – Flannagan's/Fat Boys. For Sale. (Including Liquor License)
 6. 350 N. Court Street – 2nd/3rd Floor office space available
 7. 44 W. Park Street – Calvelli's For Sale (Including Liquor License)
 8. 606 N. Saginaw Street
 9. 328 W. Nepessing St – Was going to be Cherry's. Space is available for lease.
 - Buildings Sold
 1. 44 W. Park Street – Calvelli's.
 - New Business Opening:
 1. 450 W. Nepessing Street – Kin Thai – looking at late summer
 2. 458 W. Nepessing Street – Studio E/The Whitney – soon
 3. 454 W. Nepessing Street – The Doghouse Coffee Roastery – hoping to open by Lapeer Days
 - Additional updates
 1. I did a walkthrough of 18 E. Nepessing Street with the City Manager and the Mayor. This is the property next to the old Fat Boys Bar and Grill and is City-owned. Previously I was led to believe that the building had been cleaned and was ready to lease or possibly sell. However, upon the walk it is clear that is not the case. The space is in very rough shape. Currently, the City is looking at options and will need to decide if they would like to move forward with making repairs and updates to the space or possibly even demolition of the building.

Placemaking - Design:

- The placemaking committee met on July 18 to review its action items and proposed projects that were identified at our annual retreat. In attendance were Director LaMagna and Chairperson Bostick. The committee reviewed goals and projects, spent a fair amount of time discussing each and also identifying a priority level for each. Some of the topics discussed included:
 - Parking lot improvements including support of a parking study that the City is exploring with ROWE engineering. The cost for the study would be about \$4500.
 - There was also a conversation about the parking lot that the DDA owns, located between State Farm and the Chamber of Commerce building. The lot is going to be in need of repairs and what are the options that the DDA has? Make repairs? Look at development options for the lot, or selling the lot? This is a conversation that we will have to have sooner rather than later.
 - Updating the Sign Assistance grant and focusing on projection signage. Also increasing the amount of the grant to \$500.
 - Exploring Wayfinding and exploring banner options for the street lights that could be utilized November – May
 - Historic Designation and Certified local government. Including what are our options if the City decides not to pursue CLG.
 - High School Spirit Flags and the cost to update and replace old and faded flags. – the committee talked about reaching out to the various service organizations and the schools to see if they have an interest in supporting this project. The cost to replace the flags and have enough for the street lights along Nepessing Street and Court Street would be about \$3,000.

- Main Street Vibrancy Grant – 2022/2023
 - The murals and chess tables are now installed for our Vibrancy Grant and work has begun on the painted border for the social district. All of these improvements have been VERY well received and have created a very positive buzz for our downtown.

Outreach – Organization & Promo and Marketing:

- DDA Online (social media, Website)
 - Social Media – Facebook we currently have 6470 followers on Facebook, adding an additional 56 new page likes in the last 28 days. We've reached an audience of 29,639 people with 12,219 of those engaging with our posts. Our current audience is made up of 80% women and 20% men.
Our content in the last 28 days has been shared 153 times, received 2465 reactions and generating 245 comments. The overwhelming majority of which have been VERY positive of the projects that we have been doing downtown.
 - On Instagram we are now at 1056 followers and reached 494 accounts and engaged 102 of those, a 18.6% increase in engagement over the last month.

Special Events:

- The Special Events committee met on July 11. The notes from this meeting are attached to your packet.
- Unfortunately the weather did not cooperate and we had to make the decision to postpone PorchFest. The plan is to combine PorchFest with the Harvest Festival. One of the elements of the Harvest festival was music. I think this will be a good solution for the events. The hope is to use the next two months to build engagement, and promote the bands and activities that will take place. Also, use the extra time to thank sponsors and promote shopping locally during the event.

Partnerships:

- City of Lapeer –
 - Social District Expansion – attached to your packet you will find the draft language for the expansion of the social district. The district would be expanded to extend down to Saginaw Street, but not cross Saginaw. Updates to the plan include:
 - Removing a line in the plan that states cups must be empty to cross an open street. This is not a state requirement and therefore we feel that it does not need to be included in our plan.
 - Clarifying and reducing redundancy on label requirements for cups. The current language requires licensed establishments to have two stickers on the cup. One with their logo or name and one with the social district logo or name. The Law indicates that the cups have to have the name or logo of the licensee plus the logo or some other mark that is unique to the commons area. However, it does not necessarily have to be in the form of two stickers. One sticker could have both elements incorporated into it, or the licensee could have them printed directly onto the cups. Combining the required elements could reduce costs for the participating businesses.
 - Requiring businesses to post signage that they are participating in the social district and also including the rules and etiquette for the district in the signage. I have reached out to Village Printing got get a cost estimate for some signs using the same material that we utilized for the murals. This could potentially be an affordable option that the DDA could provide for businesses.

- MSU FIT program
 - MSU has conducted their on-site, first impression visit of Lapeer. The next step is to hold a public presentation of their findings. This presentation will take place on Tuesday, September 19th. This presentation is open to the public and we are encouraged to make it an event. It should be a fun experience.
- Center for the Arts
 - CFA Executive Director Jill Lyons and I have started having conversations with Painted Creed Productions – A movie production company based out of Lake Orion that is interested in hosting a Film Festival in Lapeer. The festival would potentially take place in May and has a lot of potential for economic benefit to the downtown and the region. The studio filmed the moving Finding Nicole in Lapeer last year and loved their experience here.
- Once again I want to thank the City DPW and Parks department for their support with the work we've been able to do implementing our vibrancy grant. As always they have been great to work with!

Administrative:

- *Staff:* -
 - I am on track to be in the first graduating class for the Michigan Downtown Association – Downtown Management Program. The graduation would take place at the Annual Conference in November. To complete my requirements, I need to complete a capstone project and give a presentation on my findings. I will be doing a project on “Thinking Like a Magician and how that can benefit our downtowns.” My hope is to be able to do this as a presentation at our August DDA meeting or at a committee meeting.
 - I will be out of the office the last week of August, using 1 of my weeks of vacation time. August 28 – Sept. 1. I'll be preparing for my wedding, which will be taking place on Saturday, Sept. 2nd.

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

MEDICAL MARIHUANA LICENSES
PROVISIONING CENTER - GROWER – PROCESSOR –
SECURE TRANSPORTER – SAFETY COMPLIANCE FACILITY

Approved Licenses:

Updated: July 2023

Applicant Name	DBA	Address	License	Status
PROVISIONING CENTERS				
TRC Lapeer LLC	The ReLeaf Center of Lapeer	200 E Genesee St	Facility	App: Exp 10-23-23
Alternative RX, LLC	Xplore Cannabis	824 S Main Street	Facility	App: Exp 10-30-23
FB Lapeer PRV, LLC	The Jazz Club Center	1333 Imlay City Road	<u>Provisional</u>	App: Exp 10-26-23
Ox Tail, Inc.	Heads	111 W Genesee St	Facility	App: Exp 11-19-23
SPMI LLC	Shango Lapeer	224 E Genesee St	Facility	App: Exp 12-12-23
DNVK Lapeer Inc	The Pier Provisioning Center	2401 W Genesee St	Facility	App: Exp 06-11-24
The Pure Lapeer, LLC	Pure Lapeer	1330 Imlay City Road Units C&D	Facility	App: Exp 06-21-24
GROWER				
Ka Ulu Ana LLC #1	Ka Ulu Ana LLC	244 S Court Street	Facility – Class C	App: Exp 08-04-23
Old School Organics, LLC	Old School Organics, LLC	350 County Center Street	Facility – Class C	App: Exp 04-08-24
Green Thumb Growers	Green Thumb Growers	840 Whitney	Prov – Class A	App: Exp 04-24-24
PROCESSOR				
Northwest Confections Michigan LLC	WYLD	525 S. Court Street, Suite 110	Facility	App: Exp 10-07-23
Berry Green Management, Inc	Berry Green Management, Inc	1356 Imlay City Road	Facility	App: Exp 12-11-23
Atwater Management LLC	525 S Court LLC	525 S. Court Street, Suite 120	Facility	App: Exp 01-06-24
Berry Green Management, Inc.	Berry Green Management, Inc	1330 Imlay City Road	Provisional	App: Exp 02-28-24
SECURE TRANSPORTER				
None.				
SAFETY COMPLIANCE FACILITY				
None.				

ADULT USE MARIHUANA LICENSES
PROVISIONING CENTER – GROWER – PROCESSOR –
SECURE TRANSPORTER – SAFETY COMPLIANCE FACILITY

Approved Licenses:

Updated: July 2023

Applicant Name	DBA	Address	License	Status
PROVISIONING CENTERS				
DNVK Lapeer Inc	The Pier Provisioning Center	2401 W Genesee St	Facility	App: Exp 11-19-23
The Pure Lapeer, LLC	Pure Lapeer	1330 Imlay City Road Units C&D	Facility	App: Exp 12-03-23
TRC Lapeer LLC	The ReLeaf Center of Lapeer	200 E Genesee St	Facility	App: Exp 12-03-23
SPMI, LLC	Shango Lapeer	224 E. Genesee St	Facility	App: Exp 12-15-23
Ox Tail, Inc.	Heads	111 W Genesee St	Facility	App: Exp 12-16-23
Alternative RX	Xplore	824 S. Main St.	Facility	App: Exp 12-21-23
GROWER				
SDRK Group, LLC	Sticky Mitten Farms	207 S. Saginaw	Prov – Class C	App: Exp 09-06-23
Zem Zen, Inc.		54 S. Saginaw St.	Prov – Class C	App: Exp 09-07-23
SDRK Group, LLC		207 S. Saginaw St.	Prov – Class C	App: Exp 09-30-23
Ka Ulu Ana LLC #1		244 S. Court St	Facility – Class C	App: Exp 10-15-23
Ka Ulu Ana LLC #2		244 S. Court St	Facility – Class C	App: Exp 10-15-23
Fresh Water Gardens, LLC	Old School Organics, LLC	39 W. Genesee	Prov – Class C	App: Exp 12-16-23
Old School Organics, LLC		350 County Center Street	Facility – Class C	App: Exp 04-08-24
Farmboyz, LLC		1428 Imlay City Road	Prov – Class B	App: Exp 07-30-24
PROCESSOR				
Northwest Confections Michigan	WYLD	525 S. Court Street, Suite 110	Facility	App: Exp 10-07-23
Berry Green Management		1356 Imlay City Road	Facility	App: Exp 01-05-24
Atwater Management LLC	Culture Complex	525 S. Court St., Suite 120	Facility	App: Exp 01-25-24
Berry Green Management, Inc.	Berry Green Management, Inc	1330 Imlay City Road	Provisional	App: Exp 02-28-24
SECURE TRANSPORTER				
None.				
SAFETY COMPLIANCE FACILITY				
None.				

CITY OF LAPEER, 576 LIBERTY PARK, LAPEER, LAPEER COUNTY, MICHIGAN 48446
2023 MEETING DATES

In accordance with the Open Meetings Act, MCL 15.261 et. Seq., notice is hereby given that every meeting of the City Council, Boards, Authorities and Commissions of the City of Lapeer shall be open to the public. Notice is further given that the following City Council, Boards, Authorities and Commissions are regular meeting dates for 2023. 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	Commission Chambers	6:30 P.M.	3, 17	6, 21	6, 20	3, 17	1, 5	5, 19	3, 17	7, 21	5, 18	2, 16	6, 20	4, 18
1 st & 3 rd Monday of each Month														
Cemetery Board	Mt. Hope Cemetery	2:00 P.M.	--	--	--	--	--	--	--	--	--	18	--	--
3 rd Thursday of Oct Building														
Downtown Development Authority	2 nd Floor Conference Room	8:00 A.M.	25	22	22	26	24	28	26	23	27	25	22	27
4 th Wednesday of each Month														
Economic Development Corp (EDC) & Tax Increment Finance Auth (TIFA)	2 nd Floor Conference Room	8:00 A.M.	11	8	8	12	10	14	12	9	6	11	8	13
2 nd Wednesday As needed														
Housing Commission	2 nd Floor	4:00 P.M.	19	16	16	20	18	15	20	17	21	19	16	21
3 rd Thursday of each Month	Conference Room													
Local Development Finance Authority (LDFA)	2 nd Floor Conference Room	8:00 A.M			7			6			5			5
1 st Tuesday March/June/Sept/ Dec as Needed														
Park Board			--	--	--	--	--	--	--	--	--	--	1	--
Planning Commission	Commission Chambers	6:30 P.M.	12	9	9	13	11	8	13	10	14	12	9	14
2 nd Thursday of each Month														
Zoning Board of Appeals	Commission Chambers	6:30 P.M.	23	27	27	24	22	26	24	28	25	23	27	--
4 th Monday of each Month														

Address of the above locations are as follows:

Commission Chambers: City Hall, 576 Liberty Park
Mt. Hope Cemetery: 1230 Park Street
City of Lapeer
576 Liberty Park, Lapeer
Lapeer County, Michigan 48446 (810) 664-5231

Romona Sanchez, CMC
City Clerk



MAT. TRANS.

To: City Commission
Date: August 21, 2023
RE: Material Transmittals

1. Lapeer County EMS Report – July 1, 2023 through August 1, 2023.
2. Auditor Signed Engagement Letter – For Year Ending June 30, 2023.



Lapeer County EMS
 3565 Genesee Road Lapeer, MI 48446
 Phone: (810) 664-2927 Fax: (810) 664-3749
www.lcems.org



Municipal Response Information

Lapeer City

July 2023

EMS Call Volume

	EMS calls	LCEMS	MEDSTAR	MARLETTE	LCEMS %
Lapeer City	360	145	215	0	40.28%
Non-Transfer	170	133	37	0	78.24%

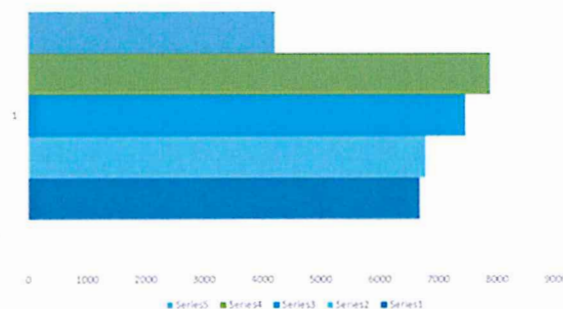
Adjusted Response Times

	Calls for Service	Cancelled	Transfers	Emergency	Emergency Response Average
Lapeer City	145	0	12	133	0:07:09

Millage Copays, Deductibles, and Write Downs Waived to Residents

	Current Month			Year to date
Lapeer City	\$9,234.41			\$87,453.75

LCEMS Annual Volume Comparison



RECEIVED

AUG 14 2023

CITY MANAGER
LAPEER, MI

24 Hour Emergency & Non-Emergency (810) 664-1499

Community Owned, Community Focused



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

For 07/01/2023 Thru 08/01/2023



For Cities: LAPEER CITY

Agency Code	Type Code	Num Of Incidents
1E - Lapeer County EMS	AGENCY ASST - AGENCY ASSIST	1
	ALARMM - MEDICAL ALARM	6
	AMB - AMBULANCE CALL MEDICAL	115
	DOMESTIC - DOMESTIC/ASSAULT	2
	FIGHT - FIGHT	1
	JUV - JUVENILE COMPL	1
	PIARESC - PERSONAL INJURY WITH RESCUE	1
	PTTRANS - PATIENT TRANSFER MEDICAL	12
	STRUCTURE - STRUCTURE FIRE	1
	SUICIDAL - SUICIDAL PERSON	2
	SUSP - SUSPICIOUS PERSON/VEH/CIRCUMSTANCE	1
	UNACCL - UNKNOWN ACCIDENT	1
	WELFAR - WELFARE CHECK	1
Total Incidents for 1E - Lapeer County Ems		145

Sum:

145



August 3, 2023

City Of Lapeer
576 Liberty Park
Lapeer, Michigan 48446

Enclosed is the engagement letter for the **City of Lapeer** for the year ended June 30, 2023. *Government Auditing Standards* (as amended) require that we communicate, during the planning stage of an audit, certain information to the City Commission. This information includes the auditors' responsibilities in a financial statement audit, including our responsibilities for testing and reporting on compliance with laws and regulations and internal control over financial reporting. The engagement letter includes the items which must be communicated to the City Commission.

Therefore, please make copies of the attached engagement letter and forward the copies to the City Commission.

Please sign and return the enclosed copy of the attached engagement letter to us at your earliest convenience.

Sincerely,

A handwritten signature in black ink that reads "Rehmann Lohman LLC". The signature is written in a cursive, flowing style.

Enclosures





August 3, 2023

Kelly Hanna, Director of Financial Services
City of Lapeer
576 Liberty Park
Lapeer, Michigan 48446

We are pleased to confirm our understanding of the services we are to provide **City of Lapeer** (the "City") for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI) such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion nor provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Pension Schedules
3. OPEB Schedules

We have also been engaged to report on supplementary information other than RSI, such as combining and individual fund financial statements, that accompanies the City's basic financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.



Kelly Hanna, Director of Financial Services
City of Lapeer
August 3, 2023
Page 2

We will also provide separate reports for the following City component units:

1. Downtown Development Authority
2. Local Development Finance Authority
3. Tax Increment Finance Authority

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions as to whether the City's basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

The concept of materiality is inherent in the work of an independent auditor. An independent auditor places greater emphasis on those items that have, on a relative basis, more importance to the financial statements and greater possibilities of material error than with those items of lesser importance or those in which the possibility of material error is remote.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

Kelly Hanna, Director of Financial Services
City of Lapeer
August 3, 2023
Page 3

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

We have advised the City of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets). We can, as a separate engagement, perform extended procedures specifically designed to potentially detect defalcations. Management acknowledges that the City has not engaged us to do so and does not wish to do so at this time.

Internal Control Over Financial Reporting

We will obtain an understanding of the City and its business environment, including internal control relevant to the audit, sufficient to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control, or to identify significant deficiencies or material weaknesses in internal control, or to express an opinion on the effectiveness of internal control over financial reporting. Accordingly, we will express no such opinion. However, during the audit, we will communicate to the appropriate level of management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*. These matters refer to significant matters related to the financial statement audit that are, in our professional judgment, relevant to the responsibilities of those charged with governance in overseeing

Kelly Hanna, Director of Financial Services
City of Lapeer
August 3, 2023
Page 4

the City's financial reporting process. When applicable, we are responsible for communicating certain matters required by laws or regulations, or by additional requirements that may be applicable to this engagement. Auditing standards generally accepted in the United States of America do not require the independent auditor to design or perform procedures for the purpose of identifying other matters to communicate with those charged with governance. Management is responsible for assessing the implications of and correcting any internal control-related matters brought to the City's attention by us.

We have identified the following significant risk(s) of material misstatement as part of our audit planning: management override of internal controls, revenue recognition and the completeness of subscription-based information technology arrangements (SBITAs). However, planning for our audit has not concluded, and modifications to our risk assessment may still be made. If new significant risks are identified during the course of our audit, we will so inform you.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories (if applicable), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We may request written representations from the City's attorneys as part of the engagement, and they may bill the City for responding to this inquiry.

We may from time to time, and depending on the circumstances, use third-party service providers in serving the Entity's account. We may share confidential information about the Entity with these service providers, but remain committed to maintaining the confidentiality and security of the Entity's information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of the Entity's personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of the Entity's information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of the Entity's confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, management will be asked to provide consent prior to the sharing of the Entity's confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the City's financial statements does not relieve management or those charged with governance of their responsibilities.

Compliance with Laws and Regulations and the Provisions of Grant Agreements

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

Assistance provided by our Firm in the preparation of a reasonably adjusted trial balance is considered an additional billable service.

Kelly Hanna, Director of Financial Services
City of Lapeer
August 3, 2023
Page 5

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your sole and complete responsibility for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including ongoing monitoring activities; to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with an acceptable financial reporting framework. Management is responsible for determining, and has determined, that the applicable and appropriate financial reporting framework to be used in the preparation of the City's financial statements is accounting principles generally accepted in the United States of America.

Management is also solely and completely responsible for making drafts of financial statements, all financial records, and related information available to us, including a reasonably adjusted trial balance, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) additional information that we may request from management for the purpose of the audit, and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will also require certain written representations from management about the financial statements and related matters.

For the purposes of this letter, related parties mean members of the governing body; board members; administrative officials; immediate families of administrative officials, board members, and members of the governing body; and any companies affiliated with or owned by such individuals.

Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

We will advise management and the City Commission, as necessary about appropriate accounting principles and their application and may assist in the preparation of the City's financial statements, but the ultimate responsibility for the financial statements remains with management with oversight by those charged with governance. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to the City's financial statements. Management is responsible for reviewing the entries, understanding the nature of any proposed entries and the impact they have on the financial statements, and the implications of such entries on the City's internal control over financial reporting. Further, the City is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these nonattest services.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing us of its knowledge of any allegations of fraud, suspected fraud, or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the City complies with applicable laws,

Kelly Hanna, Director of Financial Services
City of Lapeer
August 3, 2023
Page 6

regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for the preparation of the supplementary information that is presented fairly in relation to the basic financial statements. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (1) management is responsible for presentation of the supplementary information in accordance with GAAP; (2) that management believes the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as management's planned corrective actions for the report, and for the timing and format for providing that information.

The City is required to disclose the date through which subsequent events have been evaluated, which ordinarily is the date the financial statements were available to be issued. The City will not date the subsequent event note earlier than the date of management's written representation letter and the date of our independent auditors' report.

During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal control over financial reporting, various matters concerning fraud risk, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written management representation letter.

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with the preparation of the City's financial statements and related notes. Management will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that management has reviewed and approved the financial statements and related notes prior to their issuance and has accepted responsibility for them. Management agrees to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, and/or experience to oversee any nonaudit services we provide; evaluate the adequacy and results of these or other nonattest services provided by our Firm; and understand and accept responsibility for the results of such services.

We are not hosts for any City information. Management is expected to retain all financial and non-financial information that management uploads to a portal (document sharing site), and management is responsible for downloading and retaining in a timely manner anything we upload. Portals are meant as a method only of

Kelly Hanna, Director of Financial Services
 City of Lapeer
 August 3, 2023
 Page 7

transferring and sharing data, and are not intended for the storage of City information, which may be deleted at any time. Management is expected to maintain control over the City's accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of the City's data or records. Giving us access to the City's accounting system does not make us hosts of information contained within.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management functions or responsibilities.

Fees

The not-to-exceed fee for the audit of the financial statements will be charged at rates commensurate with the value of our professional services rendered and are not expected to exceed \$34,000.

Our invoices for these fees are due and payable as follows:

August 31, 2023	\$ 6,000
September 30, 2023	14,000
October 31, 2023	<u>14,000</u>
	<u>\$ 34,000</u>

The Entity is required to implement GASB 96, *Subscription-Based Information Technology Arrangements (SBITAs)*, during the current fiscal year. The implementation of this standard will require the analysis of new and existing agreements, updates to documentation, and modifications to financial presentation and disclosures. The exact extent of the additional procedures is unknown, but we anticipate the additional billings related to the audit procedures for this new standard to range from \$3,000 to \$5,000, if applicable. The additional amount will be billed upon completion of the procedures.

Any assistance related to the implementation of GASB 96 and outside our normal audit procedures and procedures noted above will be considered an additional service and billed separately.

This fee is based on the assumption that unexpected circumstances will not be encountered during the audit. This fee is based on anticipated cooperation from the City's personnel, continued readiness and proactive assistance on their part in providing us with complete and accurate information (whether financial or nonfinancial in nature) considered necessary by us to form an appropriate opinion, and the assumption that unexpected circumstances will not be encountered during the audit. Such circumstances include, but are not necessarily limited to significant addition or deletion of funds, component units or related entities and first-time application of significant new professional accounting or auditing pronouncements. In addition, the fee above assumes management will analyze and maintain appropriate support for significant valuation assertions embodied in the financial statements including the valuation of investment securities, the actuarial methods and assumptions used to calculate the net pension and other postemployment benefits liabilities, impairment of capital assets including those held for sale, the valuation of inventories and land held for resale, allowances for uncollectible receivables, and the estimate for incurred-but-not-reported self insurance claims. If significant additional time is necessary, we will discuss the related circumstances with management and arrive at a new fee estimate, which may or may not occur before we incur the additional time. In these circumstances, we may also issue a change order form (an attached example is provided.)

Kelly Hanna, Director of Financial Services
City of Lapeer
August 3, 2023
Page 8

Engagement Administration and Other

Management shall discuss any independence matters with Rehmann that, in management's judgment, could bear upon Rehmann's independence.

By applying a digital signature to this engagement letter or other document via DocuSign or a similar third-party digital signature service, management acknowledges the City's consent to receive and execute such documents via this method. Management further acknowledges that a digital signature applied via DocuSign or a similar third-party digital signature service has the same legal commitment as a traditional physical signature.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Rehmann and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or grantor agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify management of any such request. If requested, access to such audit documentation will be provided under the supervision of Rehmann personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through City. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Our audit engagement and responsibility as auditors ends on delivery of our audit report. Any follow-up services that might be required will be part of a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we provide the City with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our 2020 peer review report accompanies this letter.

This engagement letter, including the attached Rehmann Audit Engagement Letter Terms and Conditions which are incorporated herein by reference as if set forth within the body of this engagement letter in their entirety, reflect the entire understanding between us relating to the audit services covered by this agreement. This agreement may not be amended or varied except by a written document signed by both parties. It replaces and supersedes any previous proposals, correspondence, and understandings, whether written or oral. The agreements of the City and Rehmann contained in this document shall survive the completion or termination of this engagement. If any term hereof is found unenforceable or invalid, this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included.

Kelly Hanna, Director of Financial Services
City of Lapeer
August 3, 2023
Page 9

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Commission of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add emphasis-of-matter or other-matter paragraphs to our report, or if necessary, withdraw from this engagement. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with management in advance. If circumstances occur and come to our attention related to the condition of the City's records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, or we become aware that information provided by the City is incorrect, incomplete, inconsistent, misleading, contains material omissions, or is otherwise unsatisfactory which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.


We appreciate the opportunity to be of service to the City and believe the arrangements outlined above and in the attached Rehmann Audit Engagement Letter Terms and Conditions accurately summarize the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement, please sign the enclosed copy of this document and return it to us.



Doug Deeter, CPA
Principal
Executive responsible for supervising the
engagement and signing our report

ACKNOWLEDGED AND ACCEPTED:

This letter correctly sets forth the understanding of **City of Lapeer**.

DocuSigned by:

19584E9776DA497...
Officer Signature

Kelly Hanna

Printed Name

Director of Financial Services

Title

8/8/2023 | 05:46:32 PDT

Date

Rehmann Audit Engagement Letter and Conditions

ADDITIONAL SERVICES - The City may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with management regarding the scope of the additional services and the estimated separate fees. We also may issue a change order form (an attached example is provided), or a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our attest services will continue to be governed by the terms of this engagement letter.

CODE OF CONDUCT - Management is responsible for identifying any violations by employees of the City's code of conduct.

CHANGES IN STANDARDS, LAWS AND REGULATIONS - We perform services for the City based on present professional standards, laws and regulations. While we may on occasion be able to communicate with management with respect to changes in professional standards, laws and regulations, as a general principle we cannot undertake with clients to advise them of every change that may occur. The City can always obtain reassurance in this regard by contacting us for an updated review of the City's situation.

MANAGEMENT'S REPRESENTATIONS - The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false, misleading, incomplete, inconsistent, or omitted representations could cause us to expend unnecessary efforts or could cause material error or a fraud to go undetected by our procedures. In view of the foregoing, the City agrees that we shall not be responsible for any material misstatements in the City's financial statements that we may fail to detect as a result of false, inaccurate, incomplete, inconsistent, or misleading representations that are made to us by management. In addition, the City further agrees to indemnify and hold us harmless for any liability and all reasonable costs, including legal fees, that we may incur as a result of the services performed under this engagement in the event there are false or misleading representations made to us by any member of the City's management.

CLIENT ASSISTANCE - We understand that the City's employees will prepare all cash, accounts receivable, and other confirmations we request and will locate and refile any documents selected by us for testing. In addition, management will provide us with copies of all minutes and other documents that we believe may have a bearing on our evaluation of the City's financial affairs.

WORK SPACE - The City shall provide reasonable work space for Rehmann personnel at audit work sites, as well as occasional clerical support services.

TIMELY DECISIONS AND APPROVALS - The City understands that Rehmann's performance is dependent on the City's timely and effective satisfaction of its own activities and responsibilities in connection with this engagement, as well as timely decisions and approvals by City personnel.

ACCURACY AND COMPLETENESS OF INFORMATION - Management agrees to ensure that all information provided to us is accurate, complete, and consistent in all material respects, contains no material omissions and is updated on a prompt and continuous basis. In addition, management will also be responsible for obtaining all third-party consents, if any, required to enable Rehmann to access and use any third-party products necessary to our performance.

EMAIL - The City acknowledges that (a) Rehmann, the City and others, if any, participating in this engagement may correspond or convey documentation via Internet e-mail unless the City expressly requests otherwise, (b) no party has control over the performance, reliability, availability, or security of Internet e-mail, and (c) Rehmann shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond Rehmann's reasonable control.

OFFERS OF EMPLOYMENT - Professional standards require us to be independent with respect to the City in the performance of our services. Any discussions that management has with personnel of our Firm regarding employment could pose a threat to our independence. Therefore, we request that management inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Neither party shall, during the term of this engagement letter and for one (1) year after its termination, solicit for hire as an employee, consultant or otherwise any of the other party's personnel without such other party's express written consent. If the City desires to offer employment to a Rehmann associate and the associate is hired in any capacity by the City, a market-driven compensation placement fee may apply.

ADDITIONAL FEES AND BILLING POLICIES - It must be understood that the nature of our engagement requires us to exercise our independent professional judgment with respect to various auditing, accounting and related issues. In reaching our conclusions, we must retain the right to judge the nature and scope of the work required in order to conform to professional standards, as well as the work we deem necessary to enable us to reach the conclusions and form the opinions required of us. If our judgment as to the scope of the work required causes us to reassess our estimate of fees for this engagement, we will so advise the City. We reserve the right to refrain from performing additional work (and thereby incurring additional time charges) unless and until the City has confirmed its understanding of, and agreement to, any additional estimated charges.

Our fee estimate is based upon our discussions with management, in which management has disclosed no unusual problems or issues which would require us to conduct an audit of unusual scope or otherwise expend time and effort in excess of that normally anticipated in an engagement of this type. The estimate also assumes that we will have the full cooperation of City personnel, as required, and that there is a reasonable continuity of City personnel familiar with the matters to which our engagement relates. In addition, our fee is based on the experience level of our personnel, at their respective standard hourly rates, performing certain audit procedures at certain timeframes. If we are caused to vary from that planning formula, additional fees will need to be charged to allow for more experienced personnel performing the work, reallocation of our client priority, overtime, etc. Further, management will provide us with the schedules and records that we request (which ordinarily are detailed in a request list in advance of our fieldwork) and that all such schedules and records will be provided to us timely in accordance with the scheduled fieldwork dates, to be mutually agreed upon. If the requested schedules and records are not provided to us in accordance with the scheduled dates and we are unable to continue our work, we will attempt to resume our work as soon as the schedules and records are provided to us and our professionals assigned to the engagement again become available.

As a result of well-publicized events, global economic convergence, and the continued evolution of the accounting profession, accounting and auditing standard setters and regulators are continually evaluating the need for changes that may affect the City. Such changes may result in changes in financial reporting and expanding the nature, timing and scope of activities we are required to perform to provide the services discussed in this letter. Proposed changes and shortened deadlines could result in a reduction of the level of assistance and preparedness the City is able to provide. We expect that our clients may continue to look to us to assist them with these changes. To the extent any changes require us to increase the time required to provide the services described in this letter or to complete new tasks required by such changes, we reserve the right to adjust our fees appropriately. We will endeavor to advise the City of anticipated changes to our fees on a timely basis.

In accordance with our Firm policies, work may be suspended if the City's account becomes 30 days or more overdue and will not be resumed until the account is paid in full or we have a definitive payment agreement approved by our Firm administrator in Saginaw, Michigan. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. The City will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Rehmann Audit Engagement Letter and Conditions

Our terms and conditions impose a late charge of 1.5% per month, which is an annual percentage rate of 18%. Balances not paid within 30 days of the receipt of invoice are past due and a late charge of 1.5% will be applied to the entire past due amount.

Rehmann charges a 3% convenience fee on credit card payments.

CLAIMS - Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, the City agrees that, notwithstanding the statute of limitations of any particular State or U.S. Territory, any claim based on the audit engagement must be filed within 12 months after performance of our service, unless management has previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

TERMINATION OF SERVICES - We reserve the right to suspend or terminate services for reasonable cause such as failure to pay our invoices on a timely basis or failure to provide adequate information in response to our inquiries necessary for successful performance of our audit services. Our engagement will be deemed to be completed upon written notification of termination, even if we have not completed the audit and issued our signed auditors' report. The City is obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

We acknowledge the City's right to terminate our services at any time, and the City acknowledges our right to withdraw at any time, including, but not limited to, for example, instances where, in our judgment, (a) the conditions in the first paragraph of the Audit Objectives section of this letter exist, (b) our independence has been impaired, (c) we can no longer rely on the integrity of management, (d) management (or the Audit Committee, if applicable) fails to reasonably support our efforts to perform the engagement in accordance with what we believe is necessary to comply with professional standards, or (e) a lack of professionalism exhibited by management appears to demonstrate a lack of respect for our personnel such as that evidenced in inappropriate or threatening language/emails, subject in either case to our right to payment for charges incurred to the date of termination or our resignation.

In the event that we determine to resign, and the City seeks damages allegedly resulting from such resignation, our maximum liability to the City in the event we are held liable because of such resignation shall be limited to the fees actually paid to us for current year audit work performed up to the date of resignation.

INITIAL ISSUANCE OF OUR AUDIT REPORT ON FINANCIAL STATEMENTS - If the City intends to publish or otherwise reproduce our audit report on the financial statements and/or make reference to our Firm name, such as for inclusion in an annual report (such as, for example, in a Comprehensive Annual Financial Report), prospectus, official statement, or similar disclosure document, including incorporation by reference thereto, the City agrees to provide us with a copy of the final reproduced document for our review and approval before it is distributed, circulated or submitted. Additional fees for issuance or inclusion of our audit report and/or any other reference to our Firm in such other document, will be based on our standard hourly rates.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on the City's Internet Web site, the City understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

SUBSEQUENT REPRODUCTION OF OUR AUDIT REPORT ON FINANCIAL STATEMENTS - If the City decides to include, publish or otherwise reproduce our audit report on the financial statements at a date subsequent to our original report issuance, such as for inclusion in a Preliminary or Official Statement, an exempt offering in connection with a sale of bonds or notes, or other securities, or in a similar exempt offering or other disclosure document such as a prospectus, official statement, etc. (hereinafter referred to as the "document"), our Firm is presumed not to be associated with such document, and we have no obligation to perform any procedures with respect to such document. In these circumstances,

the City agrees to include in such document a statement that Rehmann has not been engaged to perform and has not performed, since the date of our audit report being reproduced, any procedures on the financial statements contained in such document or on any unaudited financial or other information contained in the document, or on the document itself. If, however, management or the City's agent (such as an underwriter, bond counsel, placement agent, financial advisor, broker-dealer, etc.) requests our involvement, thereby causing us to be engaged to or otherwise prepare a written acknowledgement (sometimes referred to as a "consent" or "agree to include") letter prior to including our audit report in such a document, or requests or engages us to assist in preparing or reviewing financial or other information contained in such document, or participate in related oral due diligence meetings or offering discussions, our Firm then becomes associated with the document. In this event, in accordance with professional standards, we will be required to perform certain subsequent events-based or other limited procedures with respect to this or other unaudited information contained in the document shortly before the initial and any subsequent distribution, circulation, or submission. Fees for reissuance or inclusion of our audit report in such a document will be based on our standard hourly rates. If the City wishes to make reference in such a document to our Firm's role in connection with the purpose and dissemination of the document, the caption "Independent Auditors" may be used to title or label that section of the document. In accordance with professional standards, the caption "Experts" should not be used, nor should our Firm be referred to as "Experts" anywhere in the document.

INFORMAL ADVICE - As part of our engagement we may provide advice on operating, internal control over financial reporting and other matters that come to our attention. Informal advice is not considered to be a consulting service unless we have entered into a separate engagement.

THIRD PARTY PROCEEDINGS - As a result of our prior or future services to the City, we might be requested or subpoenaed to provide information or documents to management, a court, a trier of fact, or a third party in a legal, investigative, regulatory, administrative, mediation, or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be billable to the City as a separate engagement. We shall be entitled to compensation for our time at our standard or special hourly rates and reasonable reimbursement for our expenses (including our legal fees) in complying with this request. For all such requests, we will observe the confidentiality requirements of our profession and will notify management promptly of the request. This paragraph will survive the termination of this agreement for any reason, and will be binding upon successors to the City.

PEER REVIEW - Our Firm, as well as other major accounting firms, participates in a "peer review" program covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the peer reviewer will review a sample of our work. It is possible that the work we perform for the City may be selected by the peer reviewer for their inspection. If it is, the peer reviewer is bound by professional standards to keep all information confidential. If management objects to having the work we perform for the City reviewed by our peer reviewer, please notify us in writing.

PROMOTIONAL MATERIALS - The City consents to Rehmann's use of your City name and a factual description of the services to be performed by Rehmann under this agreement in Rehmann's advertising and promotional materials and other proposal opportunities.

MEDIATION - If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to binding arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties.

GOVERNING LAW - This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to the principles of conflicts of law thereof.



EXAMPLE CHANGE ORDER

Client: **City of Lapeer** (the “City”)

Date:

Project Description (and estimated completion date, if appropriate):

Estimated Additional Fees: \$_____

We believe it is our responsibility to exceed the City’s expectations. This Change Order is being prepared because performance by us of the above project and/or additional service efforts was not anticipated in our original Agreement dated August 3, 2023. The estimated fees for the above project have been mutually agreed upon by the City and Rehmann. It is our goal to ensure that the City is never surprised by the price for any Rehmann service and, therefore, we have adopted the Change Order Policy. The estimated additional amount above is due and payable upon completion of the project described.

If management agrees with the above project description and the estimated fee amount, please authorize and date the Change Order below. A copy is enclosed for the City’s records. Thank you for letting us serve the City.

Agreed to and accepted:

Officer Signature

Printed Name

Title

Date

City of Lapeer
465621



E-Billing Enrollment/Confirmation

Timely and easy-to-access invoices and statements will now be emailed to you. Please provide your contact information below to start taking advantage of electronic invoicing and statements.

Primary Billing Contact: kelly Hanna

Billing Phone Number: 8102454203

Email Address: khanna@ci.lapeer.mi.us

Comments:

If you are already taking advantage of e-Billing, we will confirm this information in our systems. Additionally, the billing contact will receive information on e-Payment options to simplify your accounts payable process.