



**AGENDA  
CITY OF LAPEER  
CITY COMMISSION  
576 LIBERTY PARK, LAPEER, MI 48446  
DECEMBER 4, 2023**

**6:30 P.M. CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF DECEMBER 4, 2023, AGENDA**

**A. MINUTES:**

1. Minutes of the Regular meeting held November 20, 2023.

**B. PUBLIC COMMENTS:**

1. Karina Toktobolotova, a Lapeer High School Senior Exchange Student, to give a presentation about her country of Kyrgyzstan, a landlocked country in Central Asia.

**C. CONSENT AGENDA:**

1. Fixed Asset Disposal - 2011 Dinkmar leaf vac trailer.

***SUGGESTED MOTION:***

*Approve the Consent Agenda for December 4, 2023.*

**D. BILL LISTING FOR DECEMBER 4, 2023.**

***SUGGESTED MOTION: ON A ROLL CALL VOTE.***

*Approve the Bill Listing for December 4, 2023, in the amount of \$962,014.72.*

**E. PROCLAMATIONS, RECOGNITIONS AND RESOLUTIONS:**

**F. PUBLIC HEARINGS:**

**G. ADMINISTRATIVE REPORTS:**

1. Auditor Presentation – Rehmann Robson, LLC.

***SUGGESTED MOTION:***

*Accept and approve the Audit Report for Year Ended 06/30/2023 as presented by Rehmann Robson LLC.*

2. WSP USA Environment & Infrastructure, Inc. proposal – 18 E. Nepessing St.

***SUGGESTED MOTION: ON A ROLL CALL VOTE.***

*Approve WSP USA Environment & Infrastructure, Inc. proposal not to exceed \$7,450.00 for pre-demolition asbestos and regulated materials survey for 18 E. Nepessing St.*

3. DDA Executive Director – Employment Contract.

***SUGGESTED MOTION: ON A ROLL CALL VOTE.***

*Approve the Downtown Development Authority (DDA) Executive Director Employment Contract as approved by the DDA Board on November 15, 2023.*

**H. CITY MANAGER’S REPORT:**

1. Various matters.

**I. CITY ATTORNEY’S REPORT:**

1. Various matters.

**J. UNFINISHED BUSINESS:**

1. Appointments to Boards and Commissions.

**K. DEPARTMENTAL COMMUNICATIONS:**

**L. PUBLIC COMMENTS:**

**M. CLOSING COMMENTS:**

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

**N. REMINDER OF MEETINGS:**

Next City Commission Meeting: **MONDAY, DECEMBER 18, 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](mailto: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  
NOVEMBER 20, 2023**

A regular meeting of the Lapeer City Commission was held November 20, 2023, at the Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan. The meeting was called to order at 6:35 p.m.

Prior to the start of the regular meeting, Honorable Michael Nolan, 40<sup>th</sup> Circuit Court Judge presided over the Swearing-In Ceremony of the Commissioners Elect Joshua Atwood, Stefan Brady, Linda Glisman, and Melissa Petrie.

**ROLL CALL**

Present: Mayor Marquardt.

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

Absent: None.

City Manager: Mike Womack, present.

Mayor Marquardt led the Pledge of Allegiance.

**261 2023 11-20 ELECTION OF MAYOR PRO TEM**

Moved by Brady. Seconded by Glisman.

To elect Commissioner Atwood as Mayor Pro-Tem.

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

Nays: None.

MOTION CARRIED.

**262 2023 11-20 AGENDA APPROVAL**

Moved by Swindell. Seconded by Petrie.

To approve the agenda for November 20, 2023, as presented.

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

Nays: None.

MOTION CARRIED.

**263 2023 11-20 MINUTES**

Moved by Glisman. Seconded by Swindell.

To approve the minutes of the regular meeting held November 6, 2023, as presented.

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

Nays: None.

MOTION CARRIED.

**PUBLIC COMMENTS**

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

Josh Haley, Owosso, gave an invocation.

James Alt, DDA Executive Director, welcomed the new city commissioners and offered to do a tour of the Downtown Development District.

Carol Brown, Mayfield Township read scripture.

**264 2023 11-20 BILL LISTING**

Moved by Swindell. Seconded by Petrie.

To approve the bill listing for November 20, 2023, in the amount of \$497,557.30.

ON A ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

**PROCLAMATION, RECOGNITIONS AND RESOLUTIONS:**

None.

**ADMINISTRATIVE REPORTS:**

**265 2023 11-20 ROWE PROFESSIONAL SERVICES AGREEMENT – ANNROOK PARK AND ROTARY PARK PATHWAYS**

Moved by Glisman. Seconded by Swindell.

Approve Rowe Professional Services Company to provide design engineering services for both Annrook Park and Rotary Park pathway rehabilitation projects for a cost not to exceed \$24,500 and authorize the Director of Parks, Recreation, and Cemetery to sign all necessary documents.

ON A ROLL CALL VOTE:

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

Nays: None.

MOTION CARRIED.

**266 2023 11-20 DDA EXECUTIVE DIRECTOR – EMPLOYMENT CONTRACT**

Moved by Swindell.

Approve the Downtown Development Authority (DDA) Executive Director Employment Contract as approved by the DDA Board on November 15, 2023.

Commissioner Brady and Commissioner Petrie requested that the City Attorney review the contract before approving the DDA contract.

**MOTION FAILED DUE TO LACK OF SUPPORT.**

**267 2023 11-20 DDA EXECUTIVE DIRECTOR – EMPLOYMENT CONTRACT**

Moved by Brady. Seconded by Petrie.

To send the Downtown Development Authority (DDA) Executive Director Employment Contract to the City Attorney for review.

Ayes: Atwood, Brady, Glisman, Petrie.

Nays: Swindell.

MOTION CARRIED 4-1.

**268 2023 11-20 REZONING – FROM R-2 SINGLE FAMILY RESIDENTIAL TO B-2 GENERAL BUSINESS PARCEL ID L21-16-550-024-00 (EL COZUMEL, LLC)**

Moved by Glisman. Seconded by Swindell.

Adopt an ordinance amendment to Chapter 7 (Zoning Ordinance), Article 7.02.02(a)(36) of the General Ordinances of the City of Lapeer.

**THE CITY OF LAPEER ORDAINS:**

**ARTICLE 7.02 MAPPED DISTRICTS 7.02.02 District Boundaries**

**(a) Zoning District Amendments**

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

Parcel #L21-16-550-024-00: City of Lapeer, SEC 8 T7N R10E Churchill Farms Lot 24.

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

Nays: None.

MOTION CARRIED.

### **CITY MANAGER'S REPORT**

City Manager Womack had no comments tonight.

### **CITY ATTORNEY'S REPORT**

None.

### **UNFINISHED BUSINESS**

#### **269 2023 11-20 APPOINTMENT TO DOWNTOWN DEVELOPMENT AUTHORITY**

Appointment by Mayor Marquardt. Moved by Swindell. Seconded by Brady.

To re-appoint Tim Roodvoets and Daniel Sharkey to the Downtown Development Authority for a four-year term to end January 1, 2028.

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

Nays: None.

MOTION CARRIED.

#### **270 2023 11-20 APPOINTMENT TO PLANNING COMMISSION (COMMISSIONER)**

Appointment by Mayor Marquardt. Moved by Swindell. Seconded by Atwood.

To appoint Commissioner Swindell to the Planning Commission, term ending with the Commission Appointment (Nov. 2025).

Ayes: Swindell.

Nays: Atwood, Brady, Glisman, Petrie.

MOTION FAILED 4-1.

#### **271 2023 11-20 APPOINTMENT TO PLANNING COMMISSION (COMMISSIONER)**

Appointment by Mayor Marquardt. Moved by Glisman. Seconded by Petrie.

To appoint Commissioner Atwood to the Planning Commission, term ending with the Commission Appointment (Nov. 2027).

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

Nays: None.

MOTION CARRIED.

#### **272 2023 11-20 APPOINTMENT TO ZONING BOARD OF APPEALS (COMMISSIONER)**

Moved by Glisman. Seconded by Brady.

To appoint Commissioner Petrie to the Zoning Board of Appeals for a term ending with the Commission Appointment (Nov. 2027).

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

Nays: None.

MOTION CARRIED.

### **DEPARTMENTAL REPORTS**

The Monthly Departmental Reports and the Downtown Development Authority Monthly Departmental Report were received into the record.

### **PUBLIC COMMENTS**

Bryan Cloutier congratulated the newly elected commissioners; this is a humbling experience. Remember this is a non-partisan board, you serve everyone in the City; keep in mind that you need to work with all commissioners, even the ones that have different views.

Jennelle RaCosta, chair of the Planning Commission, looking forward to the change, hopes that the city is paying attention to the change needed.

### **MAYOR/COMMISSIONER COMMENTS**

Commissioner Petrie: Thanked everyone and has much to be thankful for; Lapeer has a large part of her heart. Attended ladies' night out this past weekend, exciting to see the excitement of the event. Eric Cattane lost his mother this past weekend, please keep him in your thoughts.

Commissioner Swindell: Thanksgiving this week; we have a lot to be thankful for. The Elk's is having a free dinner. Holidays are coming, keep your neighbors in mind; Holiday Depot is ready to help those in need. Elf will be playing at the Pix. Welcome to the newly elected Commissioners, hopes to keep moving forward with the momentum of the last six months.

Commissioner Brady: Thanked those who helped him get to this seat. Grateful that Genesee Street is passable; happy holidays to all.

Commissioner Glisman: Thanked everyone for all their support in getting elected. Looks forward to working with the mayor; looks forward to working with City Manager Womack and the other commissioners. Wished everyone a blessed thanksgiving.

Commissioner Atwood: Wants to honor anyone who has ran for City Commissioner. Thanked the founding fathers and mothers of this City who provided the guidance needed to run this city. Appreciates all the support during the election. It is all about putting the community first, putting the city first and the citizens first. Congratulations to the new commissioners.

City Manager Womack: Congratulated to the new members.

Mayor Marquardt: Read the list of local events. Read a proclamation that was given to the Downtown Development Authority. Wished everyone a happy thanksgiving.

### **273 2023 11-20 ADJOURNMENT**

Having no further business, Mayor Marquardt adjourned the regular meeting at 7:29 p.m.

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Debbie Marquardt, Mayor

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Romona Sanchez, City Clerk



# Interoffice Memo

# ITEM C-1

**To:** Mike Womack, City Manager  
**From:** Jeff Graham, Director of Public Services  
**Date:** November 27, 2023  
**RE:** Sale of 2011 Dinkmar leaf vac trailer

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## **STAFF RECOMMENDATION**

It is recommended that the City Commission approve the sale of the 2011 Dinkmar leaf Vac trailer.

## **CURRENT OR NEW INFORMATION**

The Department of Public Works is requesting permission to sell the 2011 Dinkmar leaf Vac trailer Estimated value of \$10,000 to \$15,000 dollars. Unit number is #7 VIN number is 1P9PS3121BG540382 City asset # is 300034 has been Replaced with 2023 ODB Hook truck Vac box. This equipment was replaced through the 2022-2023 CIP. In approving this Item for disposal, it will be sold on an auction site through Govdeals.

EQUIPMENT: 2011 DINKMAR LEAF VAC TRAILER

Department: DPW

Year: #7 2011

Vin: # 1P9PS3121BG540382

CITY: ASSET: #300034

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## **AGENDA ITEM REVIEW**

**Meeting Date:** December 4, 2023

**Date Reviewed:** November 28, 2023

**Consent:** X

**Administrative:**

**Reviewed By:** D. Jansen, Deputy Clerk

**Public Hearing:**

CITY OF LAPEER  
CAPITAL ASSET DISPOSAL AND TRANSFER FORM

Fiscal Year : 2023 - 2024

Project # :	_____
Assigned Department	<u>Street</u>
Asset Description :	<u>2011 Dinkmar Leaf vac Trailer</u>
Vehicle #	<u>7</u>
Asset # :	<u>300034</u>
Serial # :	_____
Vehicle License Plate # :	_____
Vehicle VIN # :	<u>1P9PS3121AG540382</u>
* Vehicle Year :	<u>2011</u>
Manufacture:	<u>Dinkmar</u>
Estimated value at time of disp:	<u>\$10,000 - 15,000</u>
(* These items are to be filled in for vehicles only)	

Brooks W. [Signature] 11-17-23  
Completed By Date  
Completed by Mechanic Division and submitted to DPW Director for data entry

Disposal Date : _____	
<u>Disposal Method</u>	<u>\$ Amount</u>
Sold: <input type="checkbox"/>	_____
Traded: <input type="checkbox"/>	_____
Transferred: <input type="checkbox"/>	_____
(Department) to : _____	_____
(Department) from: _____	_____
Junked : <input type="checkbox"/>	_____
Other : <input type="checkbox"/>	_____

Mechanic Division to provide Disposal Method to DPW Director once disposal completed

Completed and Approved By Director \_\_\_\_\_ Date \_\_\_\_\_

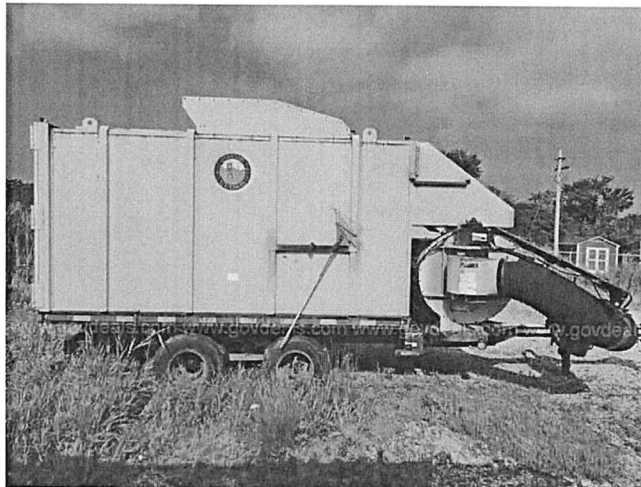
Approved By (Finance Director) \_\_\_\_\_ Date \_\_\_\_\_

SECTION COMPLETED BY FINANCE	
Finance Asset # :	_____
Tag # :	_____
Asset Department :	_____
Classification Department :	_____
Date Acquired :	_____

DPW Director to enter all data to form then place in Capital Asset. Sent informational email on disposal to City Clerk, Deputy Finance Director and Chief Mechanic

\*\*\* This Form MUST be saved into appropriate folder located on (S) Drive \*\*\*  
ADDRESS : S:\Capital Assets\City Wide Info\DP Year\DISPOSALS AND TRANSFERS





1 of 5

## 2007 ODB Leaf Vacuum

**\$10,505.00 USD**

71 Bids

Reserve Met

**\$200.00 USD**

Bid Increment

Sales/Lot Type:

Online Auction

Location:

Hudson, Ohio, USA

WATCHERS: 22 | VISITORS: 513

Sold Amount	USD 10,505.00
Buyer's Premium (12.5%)	USD 1,313.13
High Bidder	p*****
Total Price	USD 11,818.13
Seller	Hudson Public Works, OH
Account Type	Government
Seller's Terms & Conditions	<a href="#">View</a>
Seller's Other Items	<a href="#">View</a>

## Description



1 of 17

## 2008 DinkMar SC-25 Mule - Leaf Vacuum - Trailer / Parts Only

**\$3,950.00 USD**

64 Bids

**\$50.00 USD**

Bid Increment


Sales/Lot Type:

Online Auction — Subject To Seller Confirmation

Location:

Naperville, Illinois, USA

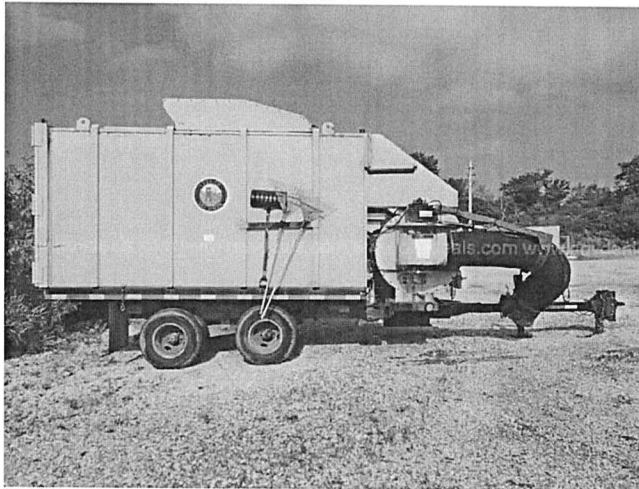
WATCHERS: 47 | VISITORS: 447

 **PayPal** Buy now, pay later. [Learn more](#)

Sold Amount	USD 3,950.00
Tax Amount	USD 344.39
Buyer's Premium (12.5%)	USD 493.75
High Bidder	c*****
Total Price	USD 4,788.14
Seller	Naperville, IL
Account Type	Government
Seller's Terms & Conditions	<a href="#">View</a>
Seller's Other Items	<a href="#">View</a>

### Description

Personalize your view by Best Fit, Current Bid, Closing Soon and Latest Online  
Simply scroll up to click column headings to sort!



1 of 5

## 2007 ODB Leaf Vacuum

**\$10,601.00 USD**

68 Bids

Reserve Met

**\$200.00 USD**

Bid Increment

Sales/Lot Type:

Online Auction

Location:

Hudson, Ohio, USA

WATCHERS: 26 | VISITORS: 526

Sold Amount	USD 10,601.00
Tax Amount	USD 805.01
Buyer's Premium (12.5%)	USD 1,325.13
High Bidder	S*****
Total Price	USD 12,731.14
Seller	Hudson Public Works, OH
Account Type	Government
Seller's Terms & Conditions	<a href="#">View</a>
Seller's Other Items	<a href="#">View</a>

## Description

Personalize your view by **Best Fit**, **Current Bid**, **Closing Soon** and **Latest Online**  
 Simply scroll up to click column headings to sort!



## ITEM D-1

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**To:** Mayor and City Commission  
**From:** Kelly Hanna, Director of Financial Services  
**Date:** November 29, 2023  
**RE:** Bill Listing – December 4, 2023

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### **STAFF RECOMMENDATION**

Approve the bill listing as presented.

### **CURRENT OR NEW INFORMATION**

I, Kelly Hanna, Director of Financial Services, have reviewed the bills for November 10, 2023 through November 28, 2023 in the total amount of **\$962,014.72** and find them to be proper charges.

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### **AGENDA ITEM REVIEW**

<b>Meeting Date:</b>	<b>December 4, 2023</b>	<b>Date Reviewed:</b>	<b>November 29, 2023</b>
<b>Consent:</b>			
<b>Administrative:</b>	<b>X</b>	<b>Reviewed By:</b>	<b>D. Jansen, Deputy Clerk</b>
<b>Public Hearing:</b>			

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CHECK REGISTER FOR CITY OF LAPEER  
CHECK DATE FROM 11/10/2023 - 11/28/2023

Check Date	Check	Vendor	Vendor Name	Amount
11/22/2023	597148	206	COOPER EXCAVATING	692,277.50
11/22/2023	1769(E)	000234	DTE ENERGY	68,534.38
11/25/2023	1773(E)	000220	U.S. BANK	41,519.42
11/22/2023	597138	MISC-BDG	ALLEN EDWIN HOMES	36,000.00
11/22/2023	597164	007485	KEMIRA WATER SOLUTIONS	10,035.77
11/22/2023	597184	000290	STATE OF MICHIGAN	9,396.66
11/22/2023	1763(A)	000243	S.D. ELECTRICAL CONTRACTING INC.	9,344.00
11/22/2023	597155	000064	ETNA SUPPLY	9,040.00
11/22/2023	597189	000224	THE ROSSOW GROUP	8,500.00
11/25/2023	1772(E)	007245	FIRST NATIONAL BANK	7,556.73
11/22/2023	597166	000261	LAPEER CO TREASURER	7,021.76
11/22/2023	1750(A)	004935	DETROIT SALT CO	6,777.89
11/22/2023	597142	MISC-BDG	BENNETT ASPHALT PAVING, INC	5,000.00
11/25/2023	1771(E)	000375	CITY OF LAPEER	3,946.47
11/22/2023	597188	000107	T. P. ISRAEL CO INC	3,060.00
11/22/2023	597162	000244	HOUSING CONSULTING SERVICES LLC	2,422.50
11/22/2023	1767(A)	000258	TIFA 3	2,387.29
11/22/2023	597175	009857	PHIL STARR & SON	2,036.06
11/22/2023	1756(A)	000083	MUNICIPAL EMERGENCY SERVICES, INC	1,894.31
11/22/2023	1752(A)	009081	MAUK, JODI	1,750.00
11/22/2023	1765(A)	009245	SMITH, SHANNON	1,750.00
11/22/2023	597168	010052	MGS ELECTRIC INC.	1,740.00
11/22/2023	1768(A)	000229	WSP USA ENVIR. & INFRASTRUCTURE INC	1,647.70
11/22/2023	1749(A)	000201	AVENTRIC TECHNOLOGIES LLC	1,595.00
11/22/2023	1770(E)	009671	WINDSTREAM	1,540.24
11/22/2023	597139	MISC-BDG	AQUA REAL ESTATE	1,500.00
11/22/2023	1761(A)	008978	RIGHT TOUCH LANDSCAPING INC	1,350.00
11/13/2023	597135	009305	METROPOLITAN LIFE INSURANCE COMPANY	1,280.67
11/22/2023	597153	000259	DOWNTOWN DEVELOPMENT AUTHORITY	1,256.23
11/22/2023	597147	009805	CARQUEST OF LAPEER	1,246.79
11/22/2023	597193	008151	VIEW NEWSPAPERS	1,101.60
11/22/2023	597161	007951	HOMER CONCRETE PRODUCTS	1,052.25
11/22/2023	1762(A)	000279	ROWE INC	975.00
11/22/2023	1766(A)	008345	TAYLOR, SARAH	971.16
11/22/2023	597157	005988	FOSTER OIL CO	893.21
11/22/2023	1760(A)	009556	PREMIER SAFETY	883.68
11/22/2023	597137	001067	ACTION MUNICIPAL SUPPLY, LLC	821.05
11/22/2023	597163	000970	JAY'S SEPTIC	780.00
11/22/2023	597141	007182	BELL EQUIPMENT CO	708.54
11/22/2023	597196	MISC-BDG	WARREN SYSTEMS	657.00
11/22/2023	597136	MISC-BDG	A-1 MECHANICAL	600.00
11/22/2023	1751(A)	000163	EUROFINS ENVIRONMENT TESTING	595.00

11/22/2023	597143	MISC-BDG	BERRY GREEN MANAGEMENT	500.00
11/22/2023	597150	001590	D & H FIRE SUPPRESSION	486.50
11/22/2023	597174	008578	OVERHEAD DOOR W COMMERCIAL INC	463.00
11/22/2023	597190	MISC-BDG	TIMBERGATE CONSTRUCTION	450.00
11/22/2023	597194	001824	VILLAGE PRINTING	433.00
11/22/2023	1753(A)	009382	MAURER'S TEXTILE RENTAL SERVICES	401.19
11/22/2023	597146	MISC-BDG	CAPITOL SUPPLY & SERVICE, INC	400.00
11/22/2023	597154	000047	ECKER MECHANICAL CONTRACTORS	386.51
11/22/2023	597186	007467	STATE OF MICHIGAN	304.00
11/22/2023	597156	000172	FAIR, BRANDON	300.00
11/22/2023	597160	MISC-BDG	HOME DEPOT USA, INC	300.00
11/22/2023	597181	000097	SHIRLEY'S DRY CLEAN. & ALTERATIONS	293.55
11/22/2023	597182	MISC-BDG	SIGMA TECHNOLOGIES	250.00
11/22/2023	597145	MISC-BDG	C & L WARD BROS, CO	200.00
11/22/2023	597152	MISC-BDG	DON'S ELECTRIC	200.00
11/22/2023	597159	MISC-BDG	GOYETTE MECHANICAL	200.00
11/22/2023	597165	MISC-BDG	KOBELLE PLUMBING LLC	200.00
11/22/2023	597173	MISC-BDG	NEWTON CRANE ROOFING	200.00
11/22/2023	597183	MISC-BDG	SIGNS BY CRANNIE, INC	200.00
11/22/2023	597167	009739	MARCO TECHNOLOGIES, LLC	189.97
11/22/2023	597177	005720	PULLANO, PATRICE	176.32
11/22/2023	1759(A)	007285	PARAGON LABORATORIES, INC.	160.00
11/22/2023	597185	000925	STATE OF MICHIGAN	146.00
11/22/2023	1764(A)	009923	SHORELINE INVESTMENT SERV. INC.	108.95
11/22/2023	1755(A)	006939	MUNICIPAL ADVISORY COUNCIL	100.00
11/22/2023	597149	MISC-BDG	CVDS INC	100.00
11/22/2023	597151	MISC-BDG	DAGHER SIGNS & GRAPHICS	100.00
11/22/2023	597158	MISC-BDG	FOUNDATION RESTORATION	100.00
11/22/2023	597170	MISC-BDG	MICHIGAN HEATING COOLING & PLUMBING	100.00
11/22/2023	597171	MISC-BDG	MRJ SIGN COMPANY, LLC	100.00
11/22/2023	597172	MISC-BDG	NEWKIRK ELECTRIC ASSOCIATES, INC	100.00
11/22/2023	597176	MISC-BDG	PROSTAR EXTERIORS	100.00
11/22/2023	597178	MISC-BDG	R MAC CONTRACTING LLC	100.00
11/22/2023	597187	008970	STATE OF MICHIGAN	100.00
11/22/2023	597195	MISC-BDG	WARREN SYSTEM, INC	100.00
11/22/2023	597140	006304	ARNOLD'S AUTO WASH	90.00
11/22/2023	1754(A)	000193	MIDWEST RECEIVABLE SOLUTIONS LLC	84.86
11/22/2023	597169	000643	MI STATE FIREMEN'S ASSOC	75.00
11/22/2023	597179	009379	REGIONAL MEDICAL IMAGING, PC	60.00
11/22/2023	597191	006019	TRW LANDSCAPES LLC	55.00
11/22/2023	1758(A)	010094	ON DUTY GEAR, LLC	52.99
11/22/2023	1757(A)	007468	NORTH CENTRAL LABS	38.95
11/22/2023	597144	MISC-UB	BULLINGER, THEODORE	35.12
11/22/2023	597180	010002	SANCHEZ, ROMONA	22.22
11/22/2023	597192	008511	UPS	5.73
TOTAL				<u>\$962,014.72</u>

**To:** Mike Womack, City Manager  
**From:** Kelly Hanna, Director of Financial Services  
**Date:** November 29, 2023  
**RE:** Audit Report for Year Ended 06/30/2023

## **STAFF RECOMMENDATION**

Recommend acceptance of the Audit report for Year Ended 06/30/2023 as presented by Rehmann Robson LLC.

## **CURRENT OR NEW INFORMATION**

Mr. Doug Deeter of Rehman Robson LLC will be available on Monday, December 4, 2023 at 6:30 p.m. to present the audit to the City Commission.

- The General Fund had revenues of \$11,695,408, with expenditures of \$9,334,703 and net transfers out to other Funds of \$1,424,000 thereby increasing Fund Balance by \$936,705 from \$4,592,078 to \$5,528,783.
- The Special Revenue Funds had total revenues of \$958,203, expenditures of \$862,648 and net transfers in from other Funds of \$196,852 thereby increasing total Fund Balance by \$292,407 from \$1,318,257 to \$1,610,664.
- The Enterprise Funds had total revenues of \$8,471,423, expenditures of \$7,138,312 and net transfers in from other Funds of \$10,022 thereby increasing total Net Position by \$1,343,133. Total Net Position increased from \$25,278,642 to \$26,621,775.
- All other Funds maintained activity as normal.

## **AGENDA ITEM REVIEW**

**Meeting Date:** December 4, 2023

**Date Reviewed:** November 29, 2023

**Consent:**

**Administrative:** X

**Reviewed By:** Tracey Russell, Deputy City Clerk

**Public Hearing:**



## ITEM G-2

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**To:** City Commission  
**From:** Mike Womack, City Manager  
**Date:** November 29<sup>th</sup>, 2023  
**RE:** Professional Services Fee Estimate  
Pre-Demolition Asbestos and Regulated Materials Survey  
18 E. Nepessing Street

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### **STAFF RECOMMENDATION**

Recommend approval of the WSP proposal to conduct a pre-demolition asbestos and regulated materials survey on the City's property at 18 E. Nepessing for an estimated cost of \$7,450.00

### **CURRENT OR NEW INFORMATION**

The City owns several properties that should be dealt with and acted upon, including the property at 18 E. Nepessing St. Over the last several months, the City Manager with City Commission approval has worked with WSP, an environmental engineering firm, to undertake necessary actions to do something with the 18 E. Nepessing property. The currently approved plan is to demolish the building and replace it with a street-level deck that can serve as a public park area overlooking the river. Prior to demolishing the existing building, we are required to determine whether any asbestos or other potentially hazardous materials exist on site that might require special consideration during demolition. This assessment would also be required if the City were to consider rehabilitation instead of demolition.

### **BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION**

The 18 W. Nepessing St. property is a former dry cleaner business and the building and surrounding grounds are contaminated with dry cleaning chemicals. Previous environmental work was undertaken on site but the site remains contaminated. The building is in terrible condition and would cost significant funds to rehabilitate and would be of extremely limited economic value even if it were rehabilitated. While the previous City Commission did approve moving forward with plans to demolish the building, no final decisions have been made in that regard, this is just a step towards that goal.

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### **AGENDA ITEM REVIEW**

<b>Meeting Date:</b>	<b>December 4, 2023</b>	<b>Date Reviewed:</b>	<b>November 29, 2023</b>
<b>Consent:</b>			
<b>Administrative:</b>	<b>X</b>	<b>Reviewed By:</b>	<b>D. Jansen, Deputy City Clerk</b>
<b>Public Hearing:</b>			

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WSP Environment & Infrastructure, Inc.  
46850 Magellan Drive  
Suite 190  
Novi, MI 48377  
United States  
T: 248 926 4008  
[www.wsp.com](http://www.wsp.com)

November 16, 2023

Mr. Mike Womack  
City Manager  
City of Lapeer  
576 Liberty Park  
Lapeer, Michigan 48446

Re: Professional Services Fee Estimate  
Pre-Demolition Asbestos and Regulated Materials Survey  
18 E. Nepessing Street  
City of Lapeer, Lapeer County

Dear Mr. Womack,

WSP USA Environment & Infrastructure, Inc. (WSP), is pleased to submit the following proposal and Scope of Work for professional consulting services relating to the property located at 18 E. Nepessing Street in the City of Lapeer, Lapeer County, Michigan (the Site). Based on our November 1, 2023 phone call with the City of Lapeer (the City), we understand the City would like to explore the possibility of demolishing the building located on the Site and construct a deck structure overlooking the river. WSP's proposed Scope of Services is based upon the information provided by the City and the information WSP previously reviewed for the Site.

### **Proposed Scope of Services**

WSP will complete a pre-demolition Asbestos and Regulated Materials Survey (ARMS) of the existing building. An ARMS is required to properly inventory and characterize the building materials prior to demolition. WSP proposes to complete an ARMS of the building to meet the Occupational Safety and Health Administration (OSHA) and National Emission Standards for Hazardous Air Pollutants (NESHAP) regulatory requirements for demolition projects. WSP will provide a State of Michigan Labor and Economic Opportunity (LEO) licensed Asbestos Building Inspector to identify, quantify, and sample suspect asbestos containing materials (ACMs) and inventory regulated materials (universal wastes, petroleum and/or solvent storage containers/vessels, unknown liquids and solids, and polychlorinated biphenyl [PCB] containing equipment and light ballasts, etc.). These materials are required to be properly identified, characterized, and disposed prior to building demolition which will require laboratory analyses of certain materials.

Bulk asbestos samples will be submitted to QuanTEM Laboratories (QuanTEM) located in Oklahoma City, Oklahoma for Polarized Light Microscopy (PLM) analysis using United States Environmental Protection Agency (USEPA) Method 600/R-93/116. Waste characterization and other non-asbestos samples will be submitted to Metiri Group (Metiri) located in Holt, Michigan. QuanTEM and Metiri are National Voluntary Laboratory Accreditation Program (NVLAP) laboratories.

WSP's cost assumes the following minimum number of samples will be collected during the ARMS:

- 80 bulk asbestos samples analyzed with PLM using USEPA Method 600/R-93/116
- Two stained surface samples (concrete/block walls and floors, etc.) for waste characterization of VOCs, RCRA 8 Metals, and PCBs
- One caulk and one window glaze sample for waste characterization of PCBs
- Four samples for Toxicity characteristic leaching procedure (TCLP) analysis for VOCs and RCRA 8 Metals based on the analytical total results

If additional samples are necessary, WSP will notify the client for approval prior to sample collection and analyses. The asbestos and other regulated materials identified during the ARMS will be summarized in a letter report and will include a summary of field sampling activities, sample location figures, sample result tables, and copies of laboratory analysis reports.

### **Professional Fees, Schedule, and Assumptions**

This estimate is for WSP's level of effort and includes the cost for travel to the Site, the collection and analysis of the samples discussed above, and completion of a letter report.

This cost is based on the above Scope of Services after consideration of certain assumptions in the preparation of this proposal. These assumptions/limitations include the following items:

- Assumes the work will be completed during one 10-hour day.
- Samples will not exceed the amount stated above.
- Building is assumed to be energized, therefore, energized materials (i.e., wire, cable, machinery, etc.) will be visually evaluated from their exterior and not dismantled or sampled.
- Roof elevations will not be accessed unless an existing permanent safe roof access exists at the Site (i.e., staircase, ladder with access hatch, etc.). The roof will be visually evaluated from the ground surface if no safe access exists at the Site.
- WSP will be provided building construction and history information, if available, by the client (i.e., dates of construction and construction drawings, floor plans, demolition/renovation information, etc.).
- WSP will attempt to evaluate existing conditions behind walls and drop ceiling systems to the extent practical and may include small scale destructive sampling (i.e., hole/core punctures in walls, small cuts into carpeting and floor tile, etc.). WSP will not be responsible for any repairs to areas where destructive sampling was performed.
- Level D PPE is sufficient to complete the work with the use of a half-face respirator during sampling of certain suspect ACMs. If additional PPE is required, WSP will cease work, reassess, and contact the client on best practices before continuing work.
- Sublevels are not flooded or contain standing water.
- Confined space entry is not required.
- Areas concealed between floors and slabs will not be accessed.

If this proposal is acceptable, please sign the attached Authorization and return a copy to WSP to initiate the activities. WSP is prepared to begin work immediately for a time and materials cost not to exceed \$7,450.00, in accordance with the attached Standard Terms and Conditions along with the Fee Schedule for Professional Services. We look forward to providing you with assistance on this project.

Sincerely,

**WSP USA Environment & Infrastructure, Inc.**



Megan Cynar  
Senior Environmental Scientist



Robin S. DeWyre, CPG  
Vice President Geologist

Attachments: Authorization Form  
WSP USA Standard Terms & Conditions  
Fee and Rate Schedule

## **Authorization Form**



WSP USA Environment & Infrastructure, Inc.  
46850 Magellan Drive  
Suite 190  
Novi, MI 48377  
United States  
[www.wsp.com](http://www.wsp.com)

## AUTHORIZATION

The undersigned authorizes WSP USA Environment & Infrastructure, Inc. (WSP) to perform work as described in the proposal dated November 16, 2023. This work will be conducted according to the attached WSP Standard Terms and Conditions. Our services will be completed for the estimated fee as listed below. If unforeseen conditions are encountered, City of Lapeer will be contacted immediately. To authorize the work, please sign and return this authorization form.

PROJECT: Pre-Demolition Asbestos and Regulated Materials Survey  
18 E. Nepessing Street, City of Lapeer, Lapeer County

Fee Breakdown (time and materials):

\$7,450.00 Pre-Demolition ACM and Regulated Materials Survey

CLIENT INFORMATION: Mr. Mike Womack  
City Manager  
City of Lapeer  
576 Liberty Park, Lapeer, Michigan 48446

Authorized Signature/Date \_\_\_\_\_/\_\_\_\_\_

Please return signed authorization form to:

Robin S. DeWyre, CPG  
Vice President Geologist  
WSP USA Environment & Infrastructure, Inc.  
46850 Magellan Drive, Suite 190  
Novi, MI 48377  
(517) 404-0586 (cell)  
(248) 926-4009 (fax)  
[robin.dewyre@wsp.com](mailto:robin.dewyre@wsp.com)

## **WSP USA Standard Terms & Conditions**

# WSP USA Environment & Infrastructure Inc. (WSP)

## Terms and Conditions

**1. COMPENSATION:** Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a late fee of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or the maximum amount allowable by law on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorneys' fees, court costs, and other related expenses incurred by WSP in the collection of delinquent invoice amounts shall be paid by CLIENT.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify WSP of that fact in writing within ten (10) days from the date of receipt of WSP's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by WSP. WSP may suspend performance of Services under this Agreement if: (i) CLIENT fails to make payment in accordance with the terms hereof, or (ii) WSP reasonably believes that CLIENT will be unable to pay WSP in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of Services. Such suspension shall continue until WSP has been paid in full for all balances past due including applicable service charges and CLIENT provides WSP with adequate assurance of CLIENT's ability to make future payments in accordance with the terms hereof. If any such suspension causes an increase in the time required for the performance of any part of the Services, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

If the payments under this Agreement are based on a time and materials basis, after January 1 of each subsequent calendar year, the rates may be increased by WSP up to an overall average increase of five percent (5%); provided that an overall average increase in excess of five percent (5%) shall be subject to CLIENT's approval. WSP shall provide CLIENT with thirty (30) days advance notice of any change in rates.

**2. STANDARD OF CARE:** WSP will perform the Scope of Services utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of WSP's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**3. INDEPENDENT CONTRACTOR:** WSP shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. WSP shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any. Unless otherwise agreed to in writing by WSP and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

**4. INSURANCE:** WSP will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

**5. CHANGES:** CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of WSP, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. Should WSP encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, WSP shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in WSP's reasonable opinion, the conditions cause an increase or decrease in WSP's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in WSP's compensation, schedule, or both. In the event no Change Order is agreed to, WSP reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

**6. FORCE MAJEURE:** Should performance of Services by WSP be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by WSP; earthquakes; fires; floods; labor disturbances; epidemics, pandemics; and unusually severe weather. WSP will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on performance by WSP. The Parties agree that the current COVID-19 Pandemic shall be deemed a Force Majeure under this section and that any on-going or future potential or actual disruptions, or delays in performance of services or deliverables related to the COVID-19 Pandemic will be subject to the time and compensation requirements listed in this Section 6.

**7. CLIENT'S RESPONSIBILITIES:** CLIENT agrees to provide WSP all available material, data, and information pertaining to the Services.

**8. SITE ACCESS:** CLIENT shall at its cost and at such times as may be required by WSP for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for WSP's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. WSP will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to WSP in connection with its work.

**9. WARRANTY OF TITLE, WASTE OWNERSHIP:** CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT At no time will WSP assume possession or title, constructive or express, to any such materials, including samples and wastes.

**10. LIMITATION OF LIABILITY:**

CLIENT's sole and exclusive remedy for any alleged breach of WSP's standard of care hereunder shall be to require WSP to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WSP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENCE ACT(S), ERROR(S) OR OMISSION(S) OF WSP IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO WSP BY CLIENT UNDER THE AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (i) ALL PRESENT AND FUTURE CLAIMS AGAINST WSP OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (ii) ANY LIABILITY OF WSP IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, WSP would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by WSP, (iv) the Limitation is merely a limitation of, and not an exculpation from, WSP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless WSP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to WSP performing the Services in accordance with the Standard of Care.

WSP and CLIENT each hereby waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including, but not limited to: loss of use, loss of revenue, loss of profit, loss of contracts, loss of product or production, or loss of business opportunity) incurred by either WSP or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which WSP shall be liable are limited to that proportion of such damages which is attributable to WSP's percentage of fault subject to the other limitations herein.

**11. INDEMNITY:** CLIENT agrees to defend, indemnify, protect and hold harmless WSP and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by WSP under this Agreement, unless such injury or loss is caused by the sole negligence of WSP.

**12. ASSIGNMENT AND SUBCONTRACTING:** Neither party shall assign its interest in this Agreement without the written consent of the other. If services are required in New York, WSP will arrange for such services to be provided by an associated firm and this agreement, where required, shall be deemed to be directly between the CLIENT and the licensed firm for all purposes related to the specific scope of services. WSP shall retain responsibility in accordance with this Agreement for all services performed.

**13. COST ESTIMATES:** If included in the Services, WSP will provide cost estimates based upon WSP's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only WSP's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

**14. TERMINATION:** Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by WSP to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

**15. GOVERNING LAWS/LANGUAGE:** This Agreement shall be governed and construed in accordance with the laws of the state of the WSP office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

**16. FIELD REPRESENTATION:** The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by WSP. The presence of WSP's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. WSP's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that WSP is not responsible for safety or security at a site, other than for WSP's employees, and that WSP does not have the contractual duty or legal right to stop the work of others.

**17. DISPUTES:** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the state of the WSP office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

**18. EXCLUSIVE USE:** Services provided under this Agreement, including all reports, information or recommendations prepared or issued by WSP, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey WSP's reports or recommendations to any person or organization other than those identified in the project description without WSP's written authorization. CLIENT releases WSP from liability and agrees to defend, indemnify, protect and hold harmless WSP from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by WSP under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with WSP.

**19. ENTIRE AGREEMENT:** The terms and conditions set forth herein constitute the entire understanding and agreement of WSP and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall WSP be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by WSP. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure WSP services, but CLIENT's failure to do so shall not operate to modify this Agreement.

## **Fee and Rate Schedule**



## **FEE SCHEDULE FOR PROFESSIONAL SERVICES**

	<b><u>Hourly Rate</u></b>
<b><u>Engineers, Geologists, Scientists, and Technical Specialists*</u></b>	
Subject Matter Expert	\$245
Principal	\$225
Senior Associate	\$200
Associate	\$185
Project Manager/Senior Professional II/Project Manager	\$165
Senior Professional/Project Manager	\$150
Project Professional II/Project Manager	\$140
Project Professional/Project Manager	\$130
Staff Professional III	\$115
Staff Professional II	\$100
Staff Professional I	\$90
Technical Assistant	\$65
<b><u>Technical Support</u></b>	
Senior Designer	\$115
Senior CADD/GIS Technician	\$125
CADD/GIS Technician	\$85
Researcher/Coordinator	\$75
Administrative/Clerical	\$80
<b><u>Construction Inspection/Administration</u></b>	
Resident Inspector	\$150
Construction Inspector	\$125
Senior Lab/Field Technician II	\$110
Senior Lab/Field Technician I	\$90
Lab/Field Technician II	\$80
Lab/Field Technician I	\$65
<b><u>Expenses</u></b>	
Vehicles	\$1.15 per mile
Subcontractors and Reimbursable Expenses	15%

**\* Legal Services - Mediation, Deposition, Court Appearances – hourly rates plus 25%**



## **MEMORANDUM**

TO: LAPEER CITY COMMISSION

FROM: CATHERINE BOSTICK, CHAIRPERSON  
CITY OF LAPEER DDA

DATE: NOVEMBER 15, 2023

RE: 2023/2024 DDA EXECUTIVE DIRECTOR EMPLOYMENT CONTRACT

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Please find attached a copy of the 2023/2024 City of Lapeer DDA Executive Director Employment Contract approved by the DDA Board on November 15, 2023. The DDA Board is seeking approval from the Lapeer City Commission as to this contract. I have highlighted the sections that have been modified from the original contract.

## EMPLOYMENT AGREEMENT

This employment agreement (this "agreement") is made the 1<sup>st</sup> day of July, 2023, by and between City of Lapeer Downtown Development Authority (hereinafter referred to as either "DDA" or "Employer"), a Michigan municipal body corporate organized under the authority of Part 2 of the Recodified Tax Increment Financing Act, MCL 125.4201, et seq, and James Alt, whose address is 4706 Pine Street, Columbiaville, Michigan 48421 ("Employee").

### RECITALS

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

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

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

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

### SECTION ONE.

#### MUTUAL ASSENT TO EMPLOYMENT

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

### SECTION TWO.

#### GOVERNING LAW

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

### SECTION THREE.

#### DUTIES OF EMPLOYEE

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

## **SECTION FOUR.**

### **PLACE OF EMPLOYMENT**

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

## **SECTION FIVE.**

### **EMPLOYMENT**

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

## **SECTION SIX.**

### **TERM AND TERMINATION**

A Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement will be for an initial period of twenty-four (24) months, beginning July 1<sup>st</sup>, 2023 (the "Initial Term"), and ending on June 30<sup>th</sup>, 2025.

This Agreement will automatically renew and extend for an additional period of twelve (12) months to June 30<sup>th</sup>, 2026, unless notification is provided in writing by either party not less than sixty (60) days prior to the June 30<sup>th</sup>, 2025 date.

If either party chooses not to renew this agreement prior to the June 30<sup>th</sup>, 2025 date and the required 60 days' notice is provided, the employer shall pay to employee the amounts due for earned and unused Vacation, Sick or other Paid Time Off but no other severance amounts or benefits.

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

1. A good faith determination by the Employer that the Employee has committed a material breach of any provision, term, condition, or undertaking contained in this Agreement;
2. Employee's conviction or a plea of no contest to a felony under Michigan law; or a crime involving moral turpitude;
3. Misconduct, whether during or outside the course of employment, which substantially impairs the employee's ability to function effectively as Executive Director or which brings disrepute to the office of Executive Director or the Downtown Development Authority organization;



4. Gross negligence in the performance of duties or fraud or embezzlement;
5. Dishonesty, intentional falsification of records or documents, financial improprieties, misuse of position for personal gain, or deliberate misrepresentation of material facts to the DDA Board;
6. Willful neglect, abandonment of or inability to complete employment duties;
7. Drug test confirming the use of illegal substances under Michigan law, or intoxication while working;
8. Violations of federal or state laws, the City Charter and the Code of Ordinances of the City or the DDA Development Plan which would expose the City or Downtown Development Authority to significant civil liability and/or affect the validity and enforceability of City actions;
9. Any gross negligence or willful misconduct in the performance of the Employee's duties that results in a substantial detriment to the Employer.

Such actions shall be considered reasons for employer to terminate the employee's employment "for cause". In such circumstances, the employer shall pay to employee the amounts due for earned and unused Vacation, Sick or other Paid Time Off, but no other severance amounts or benefits.

- D. Executive Director's employment is contractual but may be terminated for any legal reason or no reason at all at any time by either party, without cause and without prior notice.

If the employer chooses to terminate employee without cause, employer shall pay to Executive Director a severance payment equal to six (6) months of employment, including payments of the employee's then current compensation and also the monthly payment for the employee's Section 125 premium only plan (the "Severance Payment"), but no other sums or payments.

The Severance Payment shall be paid out incrementally over the course of employer's customary payroll cycles, subject to all applicable taxes and withholdings, and is contingent upon Executive Director tendering to the DDA Board a document executed by Executive Director which unconditionally and effectively releases any and all claims Executive Director may have against the DDA Board, its Directors, Officers, employees, agents, attorneys or assigns, and which is in a form and substance acceptable to the DDA Board.

- E. If the employee chooses to terminate this agreement for any reason, they shall provide 60 days written notice to the Board in order to allow the Board to work on choosing a new Executive Director. During this 60-day period, the employee shall continue their regular job duties as outlined in Exhibit A and shall also assist the Board in advertising for and preparing to on-board the new Executive Director. If 60 days' notice is given, the employer shall pay to the employee the amounts due for earned and unused Vacation, Sick or other Paid Time Off but no other severance amounts or benefits. If less than 60 days notice is given, the employer shall be under no obligation to pay the employee any amounts other than actual work time performed.



## **SECTION SEVEN.**

### **INDEMNIFICATION**

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

## **SECTION EIGHT.**

### **COMPENSATION**

Employer shall pay Employee, and employee shall accept from employer, in full payment for Employee's services, compensation at the rate of \$51,185.00 per year. The rate of compensation provided shall be subject to such annual or other adjustments as may be negotiated by the Employer and Employee as allowed per DDA budget.

In addition, Employer shall pay Employee additional compensation in the amount of \$690.00 per month for payment of Employee's Section 125 Premium Only Plan. If Employee elects to opt out of the DDA Section 125 Premium Only Plan, this additional compensation shall be discontinued and no longer paid.

## **SECTION NINE.**

### **OTHER EMPLOYMENT**

During the term of this Agreement, Employee shall devote his full time, best efforts, ability, skill and attention exclusively to the furtherance of the best business objectives and interests of the DDA. Notwithstanding the foregoing, the Parties agree that Employee may accept limited consulting, or other business opportunities so long as they do not constitute a conflict of interest nor interfere with Employee's duties and responsibilities as Executive Director of the DDA. Employee shall maintain an appropriate work schedule in light of their duties to attend meetings and be available on nights and weekends as needs may dictate.

## **SECTION TEN.**

### **PERSONAL TIME OFF AND HOLIDAYS; BEREAVEMENT**

Employee will be entitled to fifteen (15) business days of paid Personal Time off each year during the term of this Agreement, in addition to all regularly observed holidays by the City of Lapeer and its employees unless participation in a DDA hosted or sponsored event is required in

furtherance of the Executive Director's duties. Said Personal Time shall not exceed 5 consecutive business days at a time unless approved by the DDA Board in advance. Employee shall exercise his best efforts to obtain advanced mutual agreement with the DDA for the utilization of such Personal Time.

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

## **SECTION ELEVEN.**

### **FACILITIES, SUPPLIES AND ASSISTANCE**

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

## **SECTION TWELVE.**

### **GENERAL EXPENSES**

All reasonable and necessary out-of-pocket expenses of a nonpersonal and generally job-affiliated nature made in connection with completing the duties and responsibilities of employment shall be reimbursed by the Employer to the Employee upon written presentation of those work-related out-of-pocket expenses to the DDA Board of Directors. These expenses may include such items as: mileage, travel, duplication costs, postage, etc. The employer shall pay for employee's mileage in excess of their normal commute at the published IRS rate for each year. All expenses related to work-related out of pocket expenses shall be itemized by receipt or other writing, when available.

## **SECTION THIRTEEN.**

### **RETURN OF PROPRIETARY INFORMATION AND PHYSICAL MATERIALS**

Upon termination of employment, the Executive Director shall return all records, documents, and other written, printed, photographic, or physical materials of any type that belong or pertain to the DDA, including, without limitation, any such proprietary information created by the Executive Director on behalf of the DDA, and shall include computer printouts, lists or documents, DDA files, manuals, drawings, plans, blueprints, specification, calculations, measurements and formulas of any type, billing information, financial information, all such data stored on electronic equipment, and all other documents relating to the DDA in the Executive Director's possession or under his/her control, and the Executive Director shall not make or retain any copies or extracts, including handwritten summations, of any such documents.



## SECTION FOURTEEN.

### ARBITRATION

A. In the event of any dispute or claim relating to or arising out, directly or indirectly, of Employee's employment relationship with Employer, this Agreement, or the termination of employment with Employer for any reason (including, but not limited to, any claims of breach of contract, tort, wrongful termination, violation of any law, or unlawful discrimination, harassment or retaliation), Employee and Employer agree that all such disputes shall be fully resolved by private, binding arbitration conducted by the American Arbitration Association ("AAA") before a single arbitrator in Lapeer County, Michigan, under the AAA's Employment Arbitration Rules then in effect, which rules are available online at the AAA's Web site at [www.adr.org](http://www.adr.org). The arbitrator shall be a currently licensed attorney with at least five (5) years' experience in employment law in the State of Michigan. This arbitration provision shall apply to any and all claims asserted by Employee against Employer or any of its affiliates, and each of their respective employees, officers, agents, attorneys, owners, directors, and any and all claims against Employee by those entities.

B. The arbitrator shall permit the parties to conduct reasonable discovery and is empowered to award all remedies otherwise available in a court of competent jurisdiction and any judgment rendered by the arbitrator may be entered by any court of competent jurisdiction. The arbitrator shall issue an award in writing and state the essential findings and conclusions on which the award is based. This arbitration agreement shall provide the exclusive remedy of the parties to seek redress of claims, and each party knowingly and voluntarily waives the right to a trial before a judge or jury, and any right he, she, or it might have to seek redress in any other forum, except for the right to file a charge with applicable administrative agencies (including but not limited to the National Labor Relations Board, Equal Employment Opportunity Commission, the Michigan Workers' Compensation Commission or Division of Unemployment Insurance). If Employee still has the right to and chooses to pursue such administrative claim after exhausting all administrative remedies, such claim would be subject to arbitration under this arbitration agreement to the extent permitted by applicable law.

C. In any arbitration conducted under this provision, each party will bear his, her or its own fees, expenses and costs associated with the arbitration; provided, however, that to the extent applicable law requires Employer to pay any of Employee's portion of the fees, expenses and costs of the AAA and the arbitrator to make the arbitration agreement enforceable, Employer will pay or reimburse Employee for such fees, expenses and costs; and provided further, to the extent applicable law provides for the award of reasonable attorney's fees and costs to the prevailing party, the arbitrator may award such fees and costs.

D. If any provision of this arbitration agreement is found to be unenforceable by an arbitrator or court, such provision shall be deemed modified to the extent necessary to allow enforceability of the provision or deleted such that the enforceability of the remaining provisions remain unaffected. If the court or arbitrator declines to modify this arbitration agreement to render it enforceable, the parties agree to do so. This arbitration agreement shall be interpreted and construed under the Revised Uniform Arbitration Act.



Any claims arising under State or Federal civil rights statutes, must be brought within 180 days of the event giving rise to the claims or forever be barred. The Director waives any limitation periods to the contrary and so consents that this provision is fair and reasonable in all respects. The prevailing party in a dispute under this agreement shall be awarded reasonable and necessary attorney fees and costs.

## **SECTION FIFTEEN.**

### **MODIFICATION**

A modification or waiver of this agreement, or of any covenant, condition or provision of it, shall not be valid unless in writing and executed by both parties by their signature. No course of action by the parties shall act as a modification or waiver of any provision within this agreement unless modified in writing as provided herein.

## **SECTION SIXTEEN.**

### **SEVERABILITY**

Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of the provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments to this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

## **SECTION SEVENTEEN.**

### **ENTIRE AGREEMENT**

This written agreement embodies the whole agreement between the parties. There are no inducements, promises, terms, conditions or obligations made or entered into by either employer or employee other than those contained in the agreement. This Employment Agreement supersedes any and all prior employment agreements or amendments thereto between the DDA and Executive Director.

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

## **SECTION EIGHTEEN.**

### **NOTICE AND DELIVERY**

For purposes of this agreement, all notifications shall be in writing and delivered to the other party at their respective mailing addresses being **576 Liberty St, Lapeer, MI 48446** for the DDA Board and **4706 Pine Street, Columbiaville, Michigan 48421** for the employee. Delivery shall be made by first class USPS mail but both parties shall strive to provide actual notice by hand-delivery.



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

EMPLOYER

EMPLOYEE

\_\_\_\_\_  
Catherine Bostick                      Date

\_\_\_\_\_  
James Alt                                      Date

Its: Chairperson, City of Lapeer DDA

Its: Executive Director, City of Lapeer DDA

## EXHIBIT A

### CITY OF LAPEER DOWNTOWN DEVELOPMENT AUTHORITY

#### JOB DESCRIPTION: EXECUTIVE DIRECTOR

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

25. Employ sound fiscal management policies and practices
26. With the DDA Executive Committee, prepare the annual budget, proposals and recommendations for the Board of Directors' consideration and approval
27. In preparation of the DDA's monthly financial statements, monitor expenses and disbursements in comparison to the DDA's previously approved annual budget
28. Present financial reports and updates of the DDA's financial position at each Board of Directors' meeting
29. Monitor the Tax Increment Financing (TIF) revenues and communicate any changes or pending Tax Tribunal caused reductions with the Board of Directors
30. Make sound proposals regarding budget allocations and/or disbursements to the DDA
31. Establish and maintain operational systems for the DDA corporate office through the use of computer, telecommunications and other equipment.
32. Utilize software for the creation and maintenance of office reports, database management, newsletter and website
33. Develop and maintain systems to track the progress of the DDA
34. Hire, train, and supervise all employees, contractors, and professional consultants and communicate their performance to the Board of Directors
35. Prepare all reports required by local, state and federal governments and agencies
36. Schedule and arrange for all DDA meetings, record and maintain minutes, prepare agendas and facilitate presentations
37. Monitor streetscape and downtown maintenance contracted services, when applicable, and report recommendations of the same as needed
38. Undertake continuing education to stay abreast of current best practices within the field.
39. Perform other such related duties and responsibilities as directed by the DDA Board from time to time.



# ITEM J-1

**To:** Mayor and City Commission  
**Date:** November 28, 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
Downtown Development Authority	Tom LaMagna	Jan 1, 2024	4 Year	Jan 1, 2028	Reappointment Recommended
	Vacancy	Jan 1, 2024	4 Year		

## COMMISSION APPOINTMENTS

BOARD OR COMMISSION	MEMBER NAME	EXPIRATION	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
Center for the Arts of Greater Lapeer	Vacancy	Oct 1, 2026	3 Year		Awaiting Recommendation
Income Tax Board of Review	Vacancy	Dec 1, 2024	3 Year		Awaiting Recommendation
Local Officers Compensation Commission	Vacancy Vacancy	Oct 1, 2026 Oct 1, 2027	5 Year 5 Year		Awaiting Recommendation
Prison Liaison Committee	Vacancy	Apr 1, 2025	3 Year		Awaiting Recommendation

## AGENDA ITEM REVIEW

**Meeting Date:** December 4, 2023  
**Consent:**  
**Administrative:** X  
**Public Hearing:**

**Date Reviewed:** November 29, 2023  
**Reviewed By:** D. Jansen, Deputy Clerk

**From:** [Kim Hodge](#)  
**To:** [Romona Sanchez](#)  
**Subject:** FW: DDA Re-Appointment  
**Date:** Tuesday, November 21, 2023 11:58:35 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image004.png](#)

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Romona – FYI – Tom does want to be reappointed for an additional term on the DDA.  
Thanks.

*Kim Hodge*

**Office Coordinator**

**Planning Department**

576 Liberty Park, Lapeer, MI 48446

810–664–4553 / [khodge@ci.lapeer.mi.us](mailto:khodge@ci.lapeer.mi.us)

<https://www.ci.lapeer.mi.us/>

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**From:** thomaslamagna@charter.net <thomaslamagna@charter.net>  
**Sent:** Tuesday, November 21, 2023 11:54 AM  
**To:** Kim Hodge <KHodge@ci.lapeer.mi.us>  
**Subject:** RE: DDA Re-Appointment

Hello Kim,  
Yes I wish to be reappointed for an additional term.

Thank you  
Tom

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**From:** Kim Hodge <KHodge@ci.lapeer.mi.us>  
**Sent:** Tuesday, November 21, 2023 11:29 AM  
**To:** thomaslamagna@charter.net  
**Subject:** DDA Re-Appointment

Tom – Just a reminder I need to inform the City Clerk whether or not you wish to be reappointed to the DDA when your term expires in January.  
Please let me know when you get a chance.  
Thanks.

*Kim Hodge*

**Office Coordinator**

**Planning Department**

576 Liberty Park, Lapeer, MI 48446

810–664–4553 / [khodge@ci.lapeer.mi.us](mailto:khodge@ci.lapeer.mi.us)

<https://www.ci.lapeer.mi.us/>

**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 <sup>st</sup> & 3 <sup>rd</sup> Monday of each Month														
Cemetery Board	Mt. Hope Cemetery	2:00 P.M.	--	--	--	--	--	--	--	--	--	18	--	--
3 <sup>rd</sup> Thursday of Oct Building														
Downtown Development Authority	2 <sup>nd</sup> Floor Conference Room	8:00 A.M.	25	22	22	26	24	28	26	23	27	25	22	27
4 <sup>th</sup> Wednesday of each Month														
Economic Development Corp (EDC) & Tax Increment Finance Auth (TIFA)	2 <sup>nd</sup> Floor Conference Room	8:00 A.M.	11	8	8	12	10	14	12	9	6	11	8	13
2 <sup>nd</sup> Wednesday As needed														
Housing Commission	2 <sup>nd</sup> Floor	4:00 P.M.	19	16	16	20	18	15	20	17	21	19	16	21
3 <sup>rd</sup> Thursday of each Month	Conference Room													
Local Development Finance Authority (LDFA)	2 <sup>nd</sup> Floor Conference Room	8:00 A.M			7			6			5			5
1 <sup>st</sup> 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 <sup>nd</sup> 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 <sup>th</sup> 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