



Lapeer County Board of Commissioners

255 Clay Street, Suite 301
Lapeer, Michigan 48446
Phone: (810) 667-0366
Fax: (810) 667-0369
www.lapeercountymi.gov

COMMITTEE OF THE WHOLE **A-G-E-N-D-A**

****COMMISSION CHAMBERS****

April 13, 2023

9:00 A.M.

GENERAL BUSINESS

- CHAIRMAN **CALL TO ORDER**
- **ROLL CALL ATTENDANCE** BY CLERK
- **OPENING PRAYER AND PLEDGE OF ALLEGIANCE**
- APPROVAL OF THE **AGENDA**
- CONSIDERATION OF THE DRAFT **MINUTES** FROM THE **MARCH 9, 2023** COMMITTEE OF THE WHOLE MEETING
- DISTRIBUTION AND REVIEW OF **OVERNIGHT TRAVEL REQUESTS, GRANT APPLICATIONS** AND **BUDGET AMENDMENTS** (*throughout the meeting*)
- **DEPARTMENT HEAD UPDATES** – (As needed, No Action Required)
- **PUBLIC TIME** – Citizens Comments (*maximum of 3 minutes per person*)

NEW BUSINESS

- 1) ***PUBLIC HEARING* - FOR THE CLOSEOUT C.D.B.G. CARES GRANT FUNDING** (*as published and required*)
- 2) **FRIENDS OF THE HISTORICAL COURTHOUSE** – Requested Presentation by Lynne McCarthy
- 3) **E-911** – Request to Adopt the Resolution for recognition of National Telecommunicators Week, April 9-15th
- 4) **PROSECUTORS OFFICE-**
 - A. Update Regarding Vacant APA Positions and Millage Implementation
 - B. Request to Approve proposed Attorney Pay Scale
- 5) **DISTRICT COURT-** Request to Approve the Renewal Agreement with Idemia Identity & Security for a one- year Maintenance on the Live Scan Fingerprint Machine

Continued—

- 6) **SHERIFF'S DEPARTMENT**- Request to Approve the Purchase to New Hire and Replace Expired Bullet Proof and Spike Vests
- 7) **REGISTER OF DEEDS** – Request to Purchase a Scan Pro 2500 Scanner Microfilm Scanner to replace the outdated equipment at a cost of \$7,400, to be paid from the Automation Fund
- 8) **COUNTY SURVEYOR** (Henry Horton) - Request to approve annual Remonumentation Agreements
- 9) **HEALTH DEPARTMENT** – Request to Approve the V.A.A.A. Round 1 Contract Amendment for various Senior Services
- 10) **C.M.H.** – Request to approve 2nd Appropriation Transfer in the amount of \$89,661.33
- 11) **ADMINISTRATION/FINANCE DEPARTMENT/BOC** –
 - A. Request to Authorize Payment to Shifman-Fournier for Labor Services through March 31, 2023
 - B. Request to Adopt a Resolution to Accept the SPARKS Dryden Casey Project Grant
 - C. Request to Approve the Indigent Defense Independent Contractor Agreement for the Managed Assigned Counsel Administrator Services for the remainder of the grant period due to a recent resignation of the current Attorney
 - D. Discussion of the Household Hazardous Waste Fall Event

OLD BUSINESS

None.

ADDITIONAL ITEMS *(if needed)*

- A. Annual **Equalization Report Presentation** and Request to Approve the Report and Authorize Signatures
 - B.
 - C.
-

OTHER BUSINESS

- **PUBLIC TIME**- Citizens Comments *(maximum of 3 minutes per person)*
- **CLOSED SESSION**- *(only if needed)*
- **COMMISSIONERS REPORTS**

ADJOURN -

****FRIENDLY REMINDER – New Changes in the Board Meeting Schedule****

Committee of the Whole Meetings are the **2nd Thursday** of each month.

Regular Full Board Meetings are the **4th Thursday** of each month.

Sub-Committee Meetings are following BOTH Committee of the Whole and Full Board Meetings.

Upcoming Meetings/Public Hearings/Events:

NEXT FULL BOARD MEETING – **04/27/23**

NEXT C.O.W MEETING – **05/11/2023**

FOLLOWING FULL BOARD: **5/25/2023**

Personnel Committee Meeting – 04/13/2023

Tentative Properties Meeting- 04/13/203 (if needed)

COMMITTEE OF THE WHOLE

March 9, 2023

9:00 a.m.

Chairman Kohlman called the meeting to order at 9:01 a.m. in the Commission Chambers on the lower level of the County Complex Building. Carol Brown opened the meeting with prayer. The Pledge of Allegiance was recited.

Present: Commissioners Brad Haggadone, William Hamilton, Gary Howell, Kevin Knisely, Tom Kohlman, Truman Mast, Bryan Zender

Others: Jackie Arnold, Interim County Controller/Administrator and Chief Financial Officer, Doreen Clark, Assistant to the Administrator, Lynette Stanford, Secretary/Deputy County Clerk

Motion by Zender, supported by Howell, to approve the agenda with the addition of a Request for Action (RFA) from Animal Control. Motion carried.

Motion by Howell, supported by Haggadone, to approve the minutes from the February 16, 2023 Committee of the Whole Meeting. Motion carried.

Elected Official/Department Head Updates

Emil Joseph III, Friend of the Court gave an update regarding his department.

Lauren Emmons, C.E.O., Community Mental Health introduced Kay Morris and Donna Shelton who currently serve on the Community Mental Health Services Board.

Public Time – twelve people spoke during public time.

Senior Programs Advisory Board – two-year terms

Commissioner Howell appointed Galland Burnham to serve as the District #2 representative on the Senior Programs Advisory Board.

Motion by Zender, supported by Knisely, to table the motion regarding the grant agreement with LARA until more information is presented. Motion carried.

Motion by Hamilton, supported by Howell, to recommend to the Full Board, to approve the Lapeer County Health Department Plan of Organization, and authorize the Chair/Vice-Chair to sign the approval form. Motion carried.

Motion by Zender, supported by Knisely, to recommend to the Full Board, to authorize the Sheriff's Department to purchase 20 new ballistic helmets for an amount not to exceed \$4,962.00, to be paid through line item, 207-307-977.000, at no additional cost to the County General Fund. Motion carried.

Motion by Zender, supported by Hamilton, to recommend to the Full Board, to authorize the Sheriff's Department to purchase the updated renewal software for the Traffic Reconstruction equipment, in the amount of \$1,500.00, to be paid from line item 262-301-821.010. Motion carried.

Motion by Hamilton, supported by Zender, to recommend to the Full Board, to authorize payment to Shifman Fournier, in the amount of \$2,295.00, for labor related legal services rendered through February 28, 2023, to be paid from line item 101-239-801.020. Motion carried.

Motion by Zender, supported by Haggadone, to recommend to the Full Board, to authorize Administration to purchase a renewal subscription from SHI for the Budget Book Software, in the amount of \$20,095.40, to be paid from line item 101-228-813.030. Motion carried.

Motion by Howell, supported by Haggadone, to recommend to the Full Board, to accept the bid of \$14,547.50, for the sale of animals seized by Lapeer County Animal Control pertaining to case #4731. Motion carried.

Motion by Mast, supported by Zender, to recommend to the Full Board, to authorize the Lapeer County Health Department Director/Health Officer to electronically accept the approved grant agreement between the State of Michigan LARA and Lapeer County, with the portion of Geo Fencing to be removed from the program, for the period of January 1, 2023 through September 15, 2023, at no cost to the County's General Fund; and further, that a copy of the electronically submitted grant agreement be forwarded to the County Clerk to be filed as an official exhibit. Roll Call vote: Mast, aye; Zender, aye; Haggadone, aye; Hamilton, aye; Howell, aye; Knisely, aye; Kohlman, nay. 6 ayes, 1 nay. Motion carried.

Amy Cell, gave an update regarding the hiring of the County Controller/Administrator.

Public Time – ten people spoke during public time.

Motion by Haggadone, supported by Zender, to go into closed session pursuant to the Michigan Open Meetings Act, subsection 8(f), to review and consider the contents of applications for employment related to the vacant County Controller/Administrator position for the candidate(s) that requested that their application remain confidential, with the understanding that all interviews will be conducted publicly. Roll Call Vote: Haggadone, aye; Hamilton, aye; Howell, aye; Knisely, aye; Mast, aye; Zender, aye; Kohlman, aye. 7 ayes. Motion carried unanimously. 10:51 a.m.

The meeting recessed. 10:51 a.m.

Lynette Stanford, Secretary/Deputy County Clerk was excused, and Theresa M. Spencer, Lapeer County Clerk remained. 10:51 a.m.

The meeting reconvened. 11:10 a.m.

Motion by Hamilton, supported by Knisely, to go out of closed session. Motion carried. 11:36 a.m.

Motion by Howell, supported by Haggadone, to approve the minutes of the closed session. Motion carried.

Motion by Hamilton, supported by Knisely, to recommend to the Full Board to authorize Amy Cell Talent to expand the search timeline for the vacant County Controller/Administrator position until April 30, 2023 and to increase the top end of the salary range up to \$175,000, and to report back to the Board at the May 11, 2023 Committee of the Whole Meeting. Motion carried.

Motion by Zender, supported by Haggadone, to adjourn the meeting. 11:40 a.m.

Tom Kohlman, Chairman
Committee of the Whole



LAPEER COUNTY
NOTICE OF CLOSEOUT PUBLIC HEARING
FOR MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FOR CDBG CARES FUNDING

The Lapeer County Board of Commissioners will conduct a closeout public hearing on **Thursday, April 13, 2023** at approximately **9:15 a.m.** during the Committee of the Whole Meeting in the Commission Chambers of the County Complex, 255 Clay Street, Lower Level, Lapeer, Michigan 48446 for the purpose of affording citizens an opportunity to submit comments and receive a final report on the completion of the CDBG CARES (Coronavirus Aid, Relief and Economic Security) Funding Grant.

The CDBG grant in the amount of \$208,738.00 for CARES provided funding to assist with the reimbursement of COVID-19 related unbudgeted county expenditures used to prevent, prepare for and respond to the coronavirus not already paid with other federal or state funding, dating back to January 21, 2020. The CDBG project benefited at least 51% low to moderate income persons.

All citizens have the right to make written or oral comments. Interested parties are invited to comment on the project in person at the public hearing or in writing. Written comments may be submitted through Wednesday, April 12, 2023 by 4:00 p.m. by emailing administration@lapeercounty.org.

Your participation is encouraged and welcomed.

THERESA SPENCER, COUNTY CLERK
(810) 667-0356

**LAPEER COUNTY
NOTICE OF CLOSEOUT PUBLIC HEARING
FOR MICHIGAN COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG)
FOR CDBG CARES FUNDING**

The Lapeer County Board of Commissioners will conduct a closeout public hearing on **Thursday, April 13, 2023** at approximately **9:15 a.m.** during the Committee of the Whole Meeting in the Commission Chambers of the County Complex, 255 Clay Street, Lower Level, Lapeer, Michigan 48446 for the purpose of affording citizens an opportunity to submit comments and receive a final report on the completion of the CDBG CARES (Coronavirus Aid, Relief and Economic Security) Funding Grant.

The CDBG grant in the amount of \$208,739.00 for CARES provided funding to assist with the reimbursement of COVID-19 related unbudgeted county expenditures used to prevent, prepare for and respond to the coronavirus not already paid with other federal or state funding, dating back to January 21, 2020. The CDBG project benefited at least 51% low to moderate income persons.

All citizens have the right to make written or oral comments. Interested parties are invited to comment on the project in person at the public hearing or in writing. Written comments may be submitted through Wednesday, April 12, 2023 by 4:00 p.m. by emailing administration@lapeercounty.org.

Your participation is encouraged and welcomed.

THERESA SPENCER, COUNTY CLERK
(810) 667-0356

CDBG CARES Payment Request

1. Project Title:	CARES ACT	2. Grant No.:	MSC220005-CVI
3. Name of Grantee:	COUNTY OF LAPEER	4. Federal ID No.:	38-6005780
5a. Grant Term Begin :	1/21/2020	5b. Grant Term End :	12/31/2020
6. Request No.:	2	7a. Expenditure Period Begin Date*	10/1/2020
8. Final Request:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7b. Expenditure Period End Date*	12/31/2020


*Cannot cross State Fiscal Years 10/1 - 9/30

Total Amount Requested:	9.	43,361.88	
10. Approved Grant Budget	CARES Allocation	TOTAL	For State Staff use only
a. Allocated Grant Budget (CDBG Funds Only)	208,739.00	208,739.00	
b. CDBG Funds Previously Requested	165,377.12	165,377.12	
c. CDBG Funds Available for Request	43,361.88	43,361.88	
d. Request for Reimbursement	43,361.88	43,361.88	
e. Balance remaining upon request approval	-	-	
11. Grantee Comments:			Amount Approved

Certification, as applicable* - Certify statements by initialing (enter N/A if not applicable):

- ☒ A. Costs incurred do not pre-date January 21, 2020, and are specific to COVID-19 activities.
☒ B. Requested funds are for activities within the scope of the executed Grant Agreement.
☒ C. Documentation is attached reflecting CDBG eligible expenditures.
☒ D. All previously requested CDBG funds have been expended.
☐ E. For first payments, the items required on the Pre-Disbursement Requirements as outlined in the Grant Agreement have been completed/submitted, and a Release of Funds letter was provided to the Grantee.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Authorized Signature:		For State Staff use only
Typed/Printed Name & Title:	GARY ROY, CHAIRMAN, BOC	
State Agency Approval & Date:		

* See the 'Payment Request Instructions' tab for directions

CDBG CARES Payment Request

1. Project Title:	CARES ACT	2. Grant No.:	MSC220005-CVI
3. Name of Grantee:	COUNTY OF LAPEER	4. Federal ID No.:	38-6005780
5a. Grant Term Begin :	1/21/2020	5b. Grant Term End :	12/31/2020
6. Request No.:	1	7a. Expenditure Period Begin Date*	1/21/2020
8. Final Request:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	7b. Expenditure Period End Date*	9/30/2020

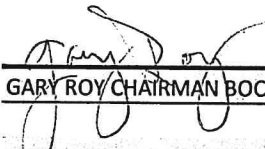
*Cannot cross State Fiscal Years 10/1 - 9/30

Total Amount Requested:	9.	165,377.12	
10. Approved Grant Budget	CARES Allocation	TOTAL	For State Staff use only
a. Allocated Grant Budget (CDBG Funds Only)	208,739.00	208,739.00	
b. CDBG Funds Previously Requested	-	-	
c. CDBG Funds Available for Request	208,739.00	208,739.00	
d. Request for Reimbursement	165,377.12	165,377.12	
e. Balance remaining upon request approval	43,361.89	43,361.89	
11. Grantee Comments:			Amount Approved

Certification, as applicable* - Certify statements by initialing (enter N/A if not applicable):

- ☒ A. Costs incurred do not pre-date January 21, 2020, and are specific to COVID-19 activities.
- ☒ B. Requested funds are for activities within the scope of the executed Grant Agreement.
- ☒ C. Documentation is attached reflecting CDBG eligible expenditures.
- ☐ D. All previously requested CDBG funds have been expended.
- ☒ E. For first payments, the items required on the Pre-Disbursement Requirements as outlined in the Grant Agreement have been completed/submitted, and a Release of Funds letter was provided to the Grantee.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Authorized Signature:		For State Staff use only
Typed/Printed Name & Title:	GARY ROY CHAIRMAN BOC	
State Agency Approval & Date:		

* See the 'Payment Request Instructions' tab for directions

ACTIONS TO AFFIRMATIVELY FURTHER FAIR HOUSING

Title 1 of the Housing and Community Development Act of 1974, as amended, requires that the UGLGs receiving HUD funding (including states and their UGLGs) affirmatively further fair housing. This effort generally takes form in promoting and publicizing Fair Housing and Civil Rights laws. Fair housing choice means that all persons have the same access to housing choices regardless of race, color, national origin, religion, sex, disability, familial status, or income level. UGLGs must certify via resolution or ordinance that they will affirmatively further fair housing. For suggested fair housing activities to further fair housing, see GAM Chapter 9, Fair Housing section.

Date	04/13/2023
Grantee	County of Lapeer
Grant #	MSC 220005-CV1
Grant Title	Community Development Coronavirus Aid, Relief and Economic Security Grant
Grant Term	January 1, 2020 through December 31, 2020

Proposed Actions in Approved Fair Housing Plan 0
Actions Taken 0
Results 0
Reason for Any Change from Proposed Actions 0
Funding Amount and Source (Total \$ value of time, materials, etc.) \$208,739

Date: _____

Signature of Authorized Local Official

Tom Kohlman Chairman Lapeer County BOC

Printed Name and Title of Authorized Local Official

Execution Copy
MSC 220005-CV1

GRANT NO. MSC 220005-CV1

STATE OF MICHIGAN

COMMUNITY DEVELOPMENT

CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) FUNDING

GRANT AGREEMENT

BETWEEN THE

MICHIGAN STRATEGIC FUND

AND THE

COUNTY OF LAPEER

STATE OF MICHIGAN

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Execution Copy
MSC 220005-CV1

TABLE OF CONTENTS

I. Grant Offer

II. Special Terms and Conditions

A. Total authorized budget

1. Source of funds
2. Application of funds

B. Scope of Work

III. General Terms and Conditions

Attachment A: Project Budget

Attachment B: COVID-19 Grantee Acknowledgement

Execution Copy
MSC 220005-CV1

I. GRANT OFFER FOR MICHIGAN CDBG NO. MSC 220005-CV1

The Fund Manager of the Michigan Strategic Fund (the "Grantor"), acting pursuant to Resolution 2020-124 of the Michigan Strategic Fund Board, hereby offers to the County of Lapeer (the "Grantee"), grant assistance subject to the Grant Agreement.

The maximum amount of grant assistance hereby offered for activities identified in Attachment B is \$208,739 (the "Grant"). If the actual cost is less than shown in the Total Authorized Budget (See Section II(A)(1)), the amount of the Grant shall be reduced.

The term of work performance shall be from January 21, 2020 through December 31, 2020, plus additional time to meet reporting or other procedural requirements.

The Grant is dependent upon the Grantor's continued receipt of Community Development Block Grant CARES funds and the availability of adequate funds. This Grant Offer does not commit the Grantor to approve requests for additional funds during or beyond this grant.

The foregoing Grant Offer is hereby accepted and it is agreed that the funds made available will be used only as set forth herein and in the attached Special and General Terms and Conditions. The signatories below warrant that they are empowered to enter into this Agreement.

Dated this ____ day of _____, 2020
12/18/2020

DocuSigned by:



FC2092818155402...

Valerie Hoag
Fund Manager
Michigan Strategic Fund

Dated this 15 day of Dec, 2020



Gary Roy
Board of Commissioners, Chairman
County of Lapeer

Counterparts; Facsimile, Electronic and PDF Signatures; Copies – This Agreement may be executed in any number of counterparts, each of which, when executed shall be deemed an original, and all of which together, shall constitute one and the same agreement. This agreement may be delivered by facsimile, or PDF or other electronic format and in such circumstances, may be relied upon to the same extent as though such copy was an original.

Execution Copy
MSC 220005-CV1

II. SPECIAL TERMS AND CONDITIONS

For Michigan CDBG under Title I of
the Housing and Community Development Act of 1974, as amended.
CFDA #: 14.228 Community Development Block Grants / State's Program & Non-Entitlement
Grants in Hawaii

GRANT NO.: MSC 220005-CV1

GRANTEE: County of Lapeer
255 Clay Street
Lapeer, Michigan 48446
Cheryl Clark / 810.245.4752

DUNS NUMBER: DUNS #044475085

GRANT ADMINISTRATOR: Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
Lenore Costa / 517.241.6734

FFATA PROJECT DESC.: County of Lapeer, CV1 CARES Funding

TERM: January 21, 2020 – December 31, 2020

GRANT FUNDING YEAR: 2020

FEDERAL AWARD: B-20-DW-26-0001
06/18/2020
Department of Housing & Urban Development
Assistant Secretary of Community Planning & Development
(202) 708-1112

A. TOTAL AUTHORIZED BUDGET

1. Sources of funds for the project under this Grant Agreement consist of:

Grantor (State) CARES Cash Contributions	<u>\$208,739</u>
TOTAL	<u>\$208,739</u>

2. Application of funds to the project supported under this Grant Agreement consists of:

PLEASE REFER TO ATTACHMENT A FOR THE AUTHORIZED BUDGET FOR THIS PROJECT.

Execution Copy
MSC 220005-CV1

B. SCOPE OF WORK

The Scope of Work of the Grantee under this grant shall be to undertake and complete the following activities, as identified in Attachment B, subject to the limitations set forth in the Grant Agreement and applicable federal and state laws, rules and regulations:

1. Prior to the commitment of any project funds, incurring any project costs, and Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of the complete Environmental Review Record (including the Environmental Assessment), and secure written approval by the Grant Administrator for the Request for Release of Funds and Certification. The Request for Release of Funds and Certification represents local completion of the environmental review procedures and requirements as set forth in 24 CFR Part 58, "Environmental Review Procedures for Title I Community Development Block Grant Program," issued by the U.S. Department of Housing and Urban Development. Project costs include costs to be paid by the Grant and other local, public and private funds.
2. If the Grantee will be engaging the consultant, supplier, or contractor then the Grantee shall comply with the procurement process required by 2 CFR 200.320. Among other things, this regulation applies to all CDBG funded engineering, administrative, and consultant contracts as well as all CDBG funded construction contracts.
 - a. For supplies and service contracts such as engineering, administrative and consulting less than or equal to \$150,000, the Small Purchase Procedures as provided in 2 CFR 200.320(b) may be used. In accord with this regulation and prior to Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator documentation that price or rate quotations were obtained from an adequate number of qualified sources and a copy of the executed contract.
 - b. For supplies and service contracts such as engineering, administrative and consulting greater than \$150,000, Grantee must use competitive negotiation through a Request for Proposal (RFP) or Request for Qualifications (RFQ) process as provided in 2 CFR 200.320(d). In accord with this regulation and prior to Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of the locally published RFP / RFQ, a list of respondents to the RFP / RFQ, Grantee's evaluation and recommendation for the award of the contract(s), and the executed contract(s).
 - c. For construction related contracts, Grantee must use the procurement by Sealed Bids Process as provided in 2 CFR 200.320(c). In accord with this regulation and prior to Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of the locally published advertisement for bids and the bid tabulation.
3. If the Grantee will not be engaging any consultant, supplier, or contractor, then the procurement process required by 2 CFR 200.320 shall not apply. The Grantee shall ensure that payment for services, supplies, or materials shall not exceed the amount ordinarily

Execution Copy
MSC 220005-CV1

paid for such services, supplies, or materials in the area where the services are rendered or the supplies or materials are furnished.

4. If the project involves construction activities using the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of all bidding documents or other evidence of compliance with federal labor standards for all construction activities financed in whole or in part with the Grant. Such approval must be secured prior to Grantor disbursement of the Grant for relevant construction activities.
5. If the project involves both Grant and Non-Grant funded construction activities on private property, the Grantee shall provide for approval by the Grant Administrator a copy of all bidding or contract documents showing evidence of compliance with federal labor standards for all construction activities financed with the Grant and any other matching funds on said private property. Such approval must be secured prior to Grantor disbursement of the Grant.
6. If the project involves the installation of machinery and equipment and the installation cost is greater than 20% of the total cost of the machinery and equipment, the Grantee shall provide for approval by the Grant Administrator a copy of all bidding documents or other evidence of compliance with federal labor standards for all installation activities financed in whole or in part with CDBG funds. Such approval must be secured prior to Grantor disbursement of the Grant.
7. If the project involves acquisition, including donations, of real estate, permanent easements and/or right-of-ways, or the relocation of persons, families or farms, the Grantee shall provide for approval by the Grant Administrator documentation of compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970. Such approval must be secured prior to Grantor disbursement of the Grant.
8. If the project involves the demolition or conversion of an occupied dwelling unit or a vacant occupiable dwelling unit, the Grantee shall provide for approval by the Grant Administrator documentation of compliance with Section 104(d) of the Housing and Community Development Act of 1974. Such approval must be secured prior to Grantor disbursement of the Grant.
9. If the Project involves improving and/or acquiring real property in whole or in part using Grant funds in excess of \$150,000, the Grantee shall provide for approval by the Grant Administrator a Real Property Management Report (RPMR) prior to Grantor disbursement of the Grant, annually, at close out, and when the property is no longer needed for its original purpose.

If the real property acquired and/or improved with the Grant is no longer needed for its original purpose at any time during the project and up to five years from close out, the Grantee shall request disposition instructions from the Grantor prior to disposing of the real property acquired or improved in whole or in part with the Grant. Depending on the disposition request, the Grantee may be required to return a portion of the Grant to the Grantor.

Execution Copy
MSC 220005-CV1

10. If the Project involves acquiring personal property in whole or in part using Grant funds in excess of \$150,000, the Grantee shall provide for approval by the Grant Administrator a Personal Property Management Report (PPMR) prior to disbursement of the Grant, annually, at close out, and when the property is no longer needed for its original purpose.

If the personal property acquired with the Grant is no longer needed for its original purpose at any time during the project and after project close out, the Grantee shall request disposition instructions from the Grantor prior to disposing of the personal property acquired in whole or in part with the Grant. Depending on the current per unit fair market value of the personal property, the Grantee may be required to return a portion of the Grant to the Grantor.

11. Grantee is responsible for ensuring that all contractors working on the project are CDBG eligible and properly licensed, bonded, and insured.
12. The Grantee, all contractors, and all subcontractors shall ensure that any construction or rehabilitation implemented pursuant to the terms and conditions of this Agreement shall meet all applicable state and local building codes.
13. The Grantee, all contractors, and all subcontractors shall secure in a timely manner all necessary certificates and permits from municipal or other public authorities as required in connection with the performance of this Agreement.
14. The Grant must be requested on a reimbursement basis or when there is an immediate cash need for the funds.
15. Vendor Registration. To receive payments under this Agreement, the Grantee must register as a vendor with the State. All required payments will be made via electronic funds transfer.
16. The Grantor may, in its sole discretion, after discussion with representatives of the Grantee, modify or reduce the total amount of grant assistance offered under this Agreement or terminate this Agreement and demand full repayment of disbursed grant proceeds if the Grantee violates, fails, or refuses to comply with any term, condition, or provision of this Agreement.
17. The Grantee shall provide a final Payment Request within 60 days of the expiration of the Term. Payment Requests received after this time will not be processed.
18. The Grantee shall provide documentation that at least one public hearing was held after grant award and prior to formal grant closeout. Such documentation shall be provided prior to formal grant closeout.
19. During each of the Grantee's fiscal years in which a disbursement of the Grant is made under this Agreement, the Grantee shall file an Audit Report. This Audit Report must be prepared by an independent auditor and be in compliance with the requirements of 2 CFR Part 200, or as required by the Grant Administrator. This Audit Report shall be filed with

Execution Copy
MSC 220005-CV1

the Grant Administrator within 30 days after completion of the audit, but not later than nine months after the close of the Grantee's fiscal year.

20. Whenever possible, auditees shall make positive efforts to utilize small businesses, minority-owned firms, and women's business enterprises, in procuring audit services as stated in 2 CFR Part 200, as applicable.
21. Non-Discrimination and Unfair Labor Practices. In connection with this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex (including sexual orientation and gender identity or expression as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, physical or mental disability, or genetic information (as defined in Executive Directive 2019-09) that is unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract or sub-recipient agreement entered into for performance of this Agreement will contain a provision requiring nondiscrimination in employment, as specified in this Agreement, binding upon each subcontractor. This covenant is required, as applicable under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and is consistent with Executive Directive 2019-09, and any breach thereof may be regarded as a material breach of this Agreement.

Under 1980 PA 278, MCL 423.321, *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. The United States Labor Relations Board compiles this information. The Company shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, subsequent to the award of the contract, the name of the Company as an employer, or the name of a subcontractor, manufacturer, or supplier of the Company appears in the register.

Execution Copy
MSC 220005-CV1

III. GENERAL TERMS AND CONDITIONS

1. Applicability to Sub Recipients and Contractors: Where performance of the grant project is carried out by any sub recipient or contractor of the Grantee, the provisions of the Grant Agreement shall be made binding on such sub recipient or contractor by the Grantee. This shall be accomplished by a written agreement or contract between the Grantee and sub recipient or contractor. Where the term "Grantee" appears in this Grant Agreement it shall be read to include any sub recipient or contractor of the Grantee.

The ultimate legal responsibility for insuring compliance with requirements of the Grant Agreement is that of the Grantee designated in the Grant Offer.

2. Compliance by the Grantee: The Grantee shall comply with all applicable provisions of the following:
 - a. "Statement of Assurances" as included in the Application.
 - b. Compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended.
 - c. Compliance with Title I of the Housing and Community Development Act of 1974, as amended (Fair Housing).
3. Maintenance of Records: The Grantee shall maintain records which will allow assessment of the extent of Grantee performance of the Scope of Work and which allow for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over, and accountability for, all funds received. Accounting records must be supported by source documentation such as time sheets and invoices.
4. Retention of Records: The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records until notified by the MSF.
5. Publicity: At the request and expense of the Grantor, the Grantee will cooperate with the Grantor to promote the Grant Activities through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.
6. Applicability of Federal Regulations: In the event that federal laws, statutes, rules or regulations related to HUD or CDBG funding require a change to this Grant Agreement, this Grant Agreement shall be immediately interpreted, modified, applied and enforced consistent with those changes as though they were in the original Grant Agreement. Those changes shall be incorporated into this Grant Agreement in writing as soon as possible without unreasonable delay by any party.
7. Amendments. The Grantee must obtain prior written approval of the Grant Administrator for grant amendments as follows:
 - a. changes of substance in the Scope of Work including new activities or alterations of existing approved activities;

Execution Copy
MSC 220005-CV1

- b. extensions to the term of work performance for completion of project activities;
- c. for Grants of less than \$100,000, cumulative changes among approved CDBG funded budget items which exceed \$5,000 or five (5) percent of the Grant, whichever is the lesser amount; and
- d. for Grants of \$100,000 or more, cumulative changes among approved CDBG funded budget items which exceed \$10,000 or five (5) percent of the Grant, whichever is the lesser amount.

The amendment request must be submitted by an authorized local official of the Grantee.

- 8. Suspension of Grant: When the Grantee has failed to comply with the grant award stipulations, standards, or conditions the Grantor may, on reasonable notice to the Grantee, suspend the grant and withhold further payments, or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate in accordance with these Terms and Conditions. The Grantor will allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet the provisions of 2 CFR Part 200.
- 9. Termination for Cause: The Grantor may terminate this grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of the grant. The Grantor will promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients, or recoveries by the Grantor, will be in accordance with the legal rights and liabilities of the parties.
- 10. Termination for Convenience: The Grantor or the Grantee may terminate this grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of the Grant. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligation for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grantor will allow full credit to the Grantee for the Grantor's share of the noncancelable obligations that were properly incurred by the Grantee prior to termination.
- 11. The Grantee and political subdivisions, agencies, and instrumentalities thereof, when engaged in letting contracts or procuring products or services which involved funds obtained from the Grantor shall ensure that bid specifications, project agreements, other controlling documents, and any other local requirements do not:
 - a. require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations on the same or related projects;

PROJECT BUDGET

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION				
1. Applicant: County of Lapeer		(MSC 220005-CV1)		
2. Project Title: CV1 CARES Act County Reimbursement				
3. Project Cost Elements				
4. Project Funding Sources		(Identify all other funding sources)		
Activities	CDBG	Local		TOTAL
CARES Act County Reimbursement	\$208,739	\$0		\$208,739
TOTAL	\$208,739	\$0		\$208,739

Execution Copy
MSC 220005-CV1

Attachment B

COVID-19 GRANTEE ACKNOWLEDGEMENT

The Grantee acknowledges that the source of the funds for this Grant originated from the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, to be distributed via the Department of Housing and Urban Development's ("HUD") Community Development Block Grant (CDBG) program administered by the State, and that the use of these funds is governed by federal rules and regulations, State laws, guidelines, and policies. Grantee agrees as follows:

1. This project involves eligible activities identified in Section 105(a)(2) of Title I of the Housing and Community Development Act of 1974, as amended.
2. The Grant will only be made available for the Grantee's eligible expenses, which occur during the Term of Work in accordance with the Grant Agreement, page 3.
3. CDBG will reimburse for unbudgeted Grantee expenditures used to prevent, prepare for, and respond to coronavirus.
 - a. Reimburse expenses dating back to January 21st, 2020: date of first US COVID-19 Case.
 - b. The Grantee may reimburse eligible expenses incurred on behalf of or by eligible Local Units of Government within their jurisdiction that do not directly receive HUD/CPD funds.
4. Grantee represents that the Grant proceeds shall be used to only seek reimbursement for and/or to complete the following activities:
 - a. Health Care Equipment
 - i. Purchasing and distributing personal protective equipment (PPE)
 - ii. Purchase of sanitation equipment
 - iii. Purchase telehealth equipment to allow assisted residents access to health care providers from home
 - b. Public Services
 - i. COVID-19 Testing Costs
 - ii. Setup of Quarantine Sites
 - iii. Assist vulnerable populations in accessing food, medical care, or prescriptions
 - iv. Providing units for temporary quarantine purposes
 - v. Emergency housing for health care workers
 - c. Salary Reimbursement
 - i. Reimbursement for overtime costs for staff time related to COVID-19 response including hazard pay
 - ii. Reimbursement of hazard pay for essential workers that are managing or maintaining units, or staffing emergency or isolation centers, including but not limited to:
 1. County Sheriff employees


Execution Copy
MSC 220001-CV1

Attachment B

2. Emergency Medical Technicians (EMT)
- d. Other Related Activities
 - i. Reimbursement of other COVID related activities.
 1. Activities that fall under this category will need to be approved by the CDBG Program Specialist prior to seeking reimbursement.
5. The Grantee agrees to provide an expense ledger, at the time of submitting a reimbursement request, and again at project closeout, detailing the expenditure of all grant proceeds equal to, or greater than, the original principle amount of the grant.
6. Funding made available through this grant will be limited to the amount listed in page 3 of the Grant Agreement.
7. CDBG funds will not be used to reimburse for, or to fund, activities in the following instances.
 - a. Reimbursement for an eligible activity has been identified and received via another funding source.

The signatories below warrant that they are empowered to enter into this Agreement.

Dated this 15 day of Dec, 2020



Gary Roy
Board of Commissioners, Chairman
County of Lapeer

Counterparts; Facsimile, Electronic and PDF Signatures; Copies – This Agreement may be executed in any number of counterparts, each of which, when executed shall be deemed an original, and all of which together, shall constitute one and the same agreement. This agreement may be delivered by facsimile, or PDF or other electronic format and in such circumstances, may be relied upon to the same extent as though such copy was an original.

Lynne McCarthy
President

Judge Laura Barnard
Vice-President

David Churchill
Treasurer

Deborah Johnson
Secretary

Denise Becker
Jill Bristow
Brad Haggadorn
Linda Jarvis
Jill Lyons
Truman Mast
Theresa Spencer



Lapeer County Historic Courthouse

- 1839 - marks the construction of the county's first courthouse.
- 1845-46 - building was erected.
- 1853 – building bought by the county.

The Lapeer County Courthouse is now **the oldest courthouse in Michigan** which serves its original purpose.

The Lapeer County Courthouse is one of the **10 oldest courthouses in the country** still serving its original purpose.



m
LIVE Michigan ▾

Historic Courthouse makes history with visit from Supreme Court justices

Published: Sep. 15, 2007, 3:30 a.m.

2

Lynne McCarthy
President

Judge Laura Barnard
Vice-President

David Churchill
Treasurer

Deborah Johnson
Secretary

Denise Becker
Jill Bristow
Brad Haggadorn
Linda Jarvis
Jill Lyons
Truman Mast
Theresa Spencer



History of the Restoration Committee

Lapeer Historic Courthouse Restoration Committee

Established 1988 - 2018

Sub-Committee under the Lapeer County Commissioners

- \$20,000.00 per year county deposit
- \$10,000.00 per year Historic Society donation
- \$?? Fundraising efforts each year

NOTE: Over \$1,000,000 raised over 25 years.

*Joe Stock
John Biscoe
Curt Carter
Laird Kelley
Judge Laura Barnard
MaryEllen Clemens
Joanne Priesel
Chris Higgins
Judge Michael Higgins
Michael Schlusler
Bill Rykus
Jim Jessop
Lynne McCarthy*



Lynne McCarthy
President

Judge Laura Barnard
Vice-President

David Churchill
Treasurer

Deborah Johnson
Secretary

Denise Becker
Jill Bristow
Brad Haggadorn
Linda Jarvis
Jill Lyons
Truman Mast
Theresa Spencer



Who are the Friends of the Lapeer County Historic Courthouse

Friends of the Lapeer County Historic Courthouse – 501c3

Incorporated March 2019

Board of Directors + Members of non-profit.

... organized exclusively for **charitable** and **educational** purposes with a mission to **restore, preserve, and promote** the State of Michigan's oldest courthouse and **nurture a philanthropic legacy for civic connection, enrichment and educational opportunities within Lapeer County** by fostering a **vision for the continued improvement, maintenance, operation, preservation, study and restoration** of historical structures.

- Restore
- Preserve
- Promote
- Educate

1. Tax Deductible Status

- Corporate Sponsorship Drive
- Grants
- Structure & growth for legacy

Lynne McCarthy
President

Judge Laura Barnard
Vice-President

David Churchill
Treasurer

Deborah Johnson
Secretary

Denise Becker
Jill Bristow
Brad Haggadorn
Linda Jarvis
Jill Lyons
Truman Mast
Theresa Spencer



Fundraising Initiatives

- Events
- Sponsorship Drive/Donations
- Grants
- Brick Sales

GRANTS

Grant – Match on Main

Lapeer Community Foundation	\$9,000	\$25,000
Friends of LC Historic Courthouse	\$5,000	
Other	\$2,000	
Lapeer County	<u>\$10,000</u>	
	\$25,000	

Grant - DAR –Daughter's of the American Republic **\$10,000**
Not available yet, pending.

Grant – Four County Community Foundation **\$TBD**
Under review and grant research

Lynne McCarthy
President

Judge Laura Barnard
Vice-President

David Churchill
Treasurer

Deborah Johnson
Secretary

Denise Becker
Jill Bristow
Brad Haggadorn
Linda Jarvis
Jill Lyons
Truman Mast
Theresa Spencer



Activity Overview

2023 Event Calendar

Witness for the Prosecution – Playhouse Series
March 24, 25, 31 & April 1
Partnership with Lapeer Community Theater

Law Day
May 1st, 2023
5th Grade Tours of Historic and Current Courthouses
Partnership with Lapeer Community Schools

Symphony by Candlelight
October 26th, 2023
Partnership with Lapeer Symphony

2023 Holiday Gala
November 30th, 2023
Friends event only

Into No Man's Land

fundraising event

at the
Lapeer County Historic Courthouse

Holocaust survivor, writer, speaker & educator

Thursday, November 3rd, 2022

6:00P – 8:30P

Friends of the Lapeer County Historic Courthouse



REGISTRATION

Anatomy of a Murder



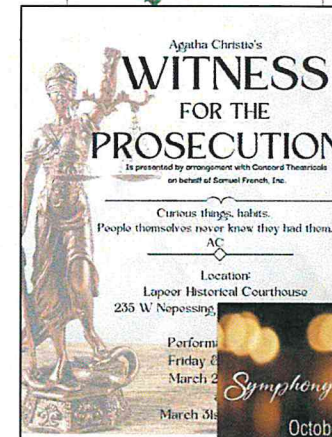
Tickets: \$25.00/each

Payment by cash or CC.

REGISTRATION Ladies Night Out

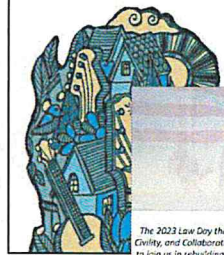


Check – In



PORCHFEST LAPEER

SATURDAY JULY 16, 2022



May 1st, 2023
5th Grade Tours – Lapeer Community Schools



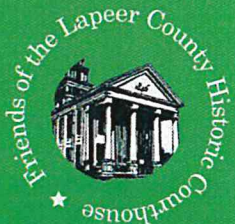
Lynne McCarthy
President

Judge Laura Barnard
Vice-President

David Churchill
Treasurer

Deborah Johnson
Secretary

Denise Becker
Jill Bristow
Brad Haggadorn
Linda Jarvis
Jill Lyons
Truman Mast
Theresa Spencer



Lapeer County Historic Courthouse

1. Old buildings have intrinsic value.
2. When you tear down an old building, you never know what's being destroyed.
3. New businesses prefer old buildings.
4. Old buildings attract people.
5. Old buildings are reminders of a city's culture and complexity.
6. Regret goes only or



MARTHA STEWART
weddings

WEDDINGS > WEDDING PLANNING & ADVICE

The Prettiest City Halls to Consider for Your Wedding

By Sarah Schreiber Updated on January 22, 2023



Lynne McCarthy
President

Judge Laura Barnard
Vice-President

David Churchill
Treasurer

Deborah Johnson
Secretary

Denise Becker
Jill Bristow
Brad Haggadorn
Linda Jarvis
Jill Lyons
Truman Mast
Theresa Spencer



Lynne McCarthy
President

Judge Laura Barnard
Vice-President

David Churchill
Treasurer

Deborah Johnson
Secretary

Denise Becker
Jill Bristow
Brad Haggadorn
Linda Jarvis
Jill Lyons
Truman Mast
Theresa Spencer



Architectural Services Proposal

H2A Architects –

Original historical preservation architectural firm
for restoration.
(THA Architects)

Project Scope

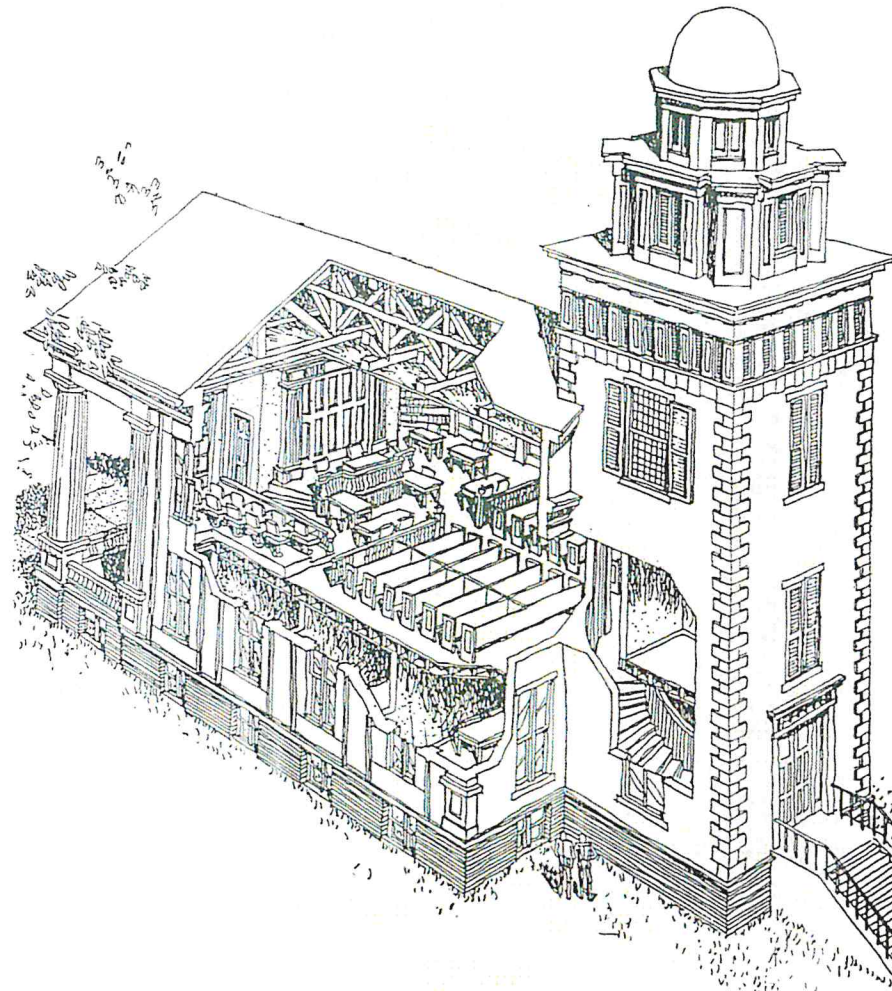
The overall scope of the project is understood to be an **assessment of the current conditions of the courthouse to identify all deficiencies and needs to bring the courthouse back up to acceptable conditions and to maintain and further the restoration of the historic materials.**

Scope of Services

H2A proposes to do an **overall assessment of the current conditions** of the courthouse to identify a comprehensive and prioritized list of the building needs. The listing to include **categories and cost projections. The list can then be used as ballpark goals for fundraising.** Additionally, it can be the **initial basis of setting up bid packages** for the work that needs to be done and **establish a sequence for the work** that needs to be accomplished over a period of years.

Fees

Detailed Assessment	\$15,000.00
Overview Assessment	\$ 4750.00
Ongoing 3-5 year assessment	\$TBD



Lynne McCarthy
President

Judge Laura Barnard
Vice-President

David Churchill
Treasurer

Deborah Johnson
Secretary

Denise Becker
Jill Bristow
Brad Haggadorn
Linda Jarvis
Jill Lyons
Truman Mast
Theresa Spencer



Architectural Services Proposal

TASK SEQUENCE WORK PLAN AND PROJECTION OF PROBABLE COSTS

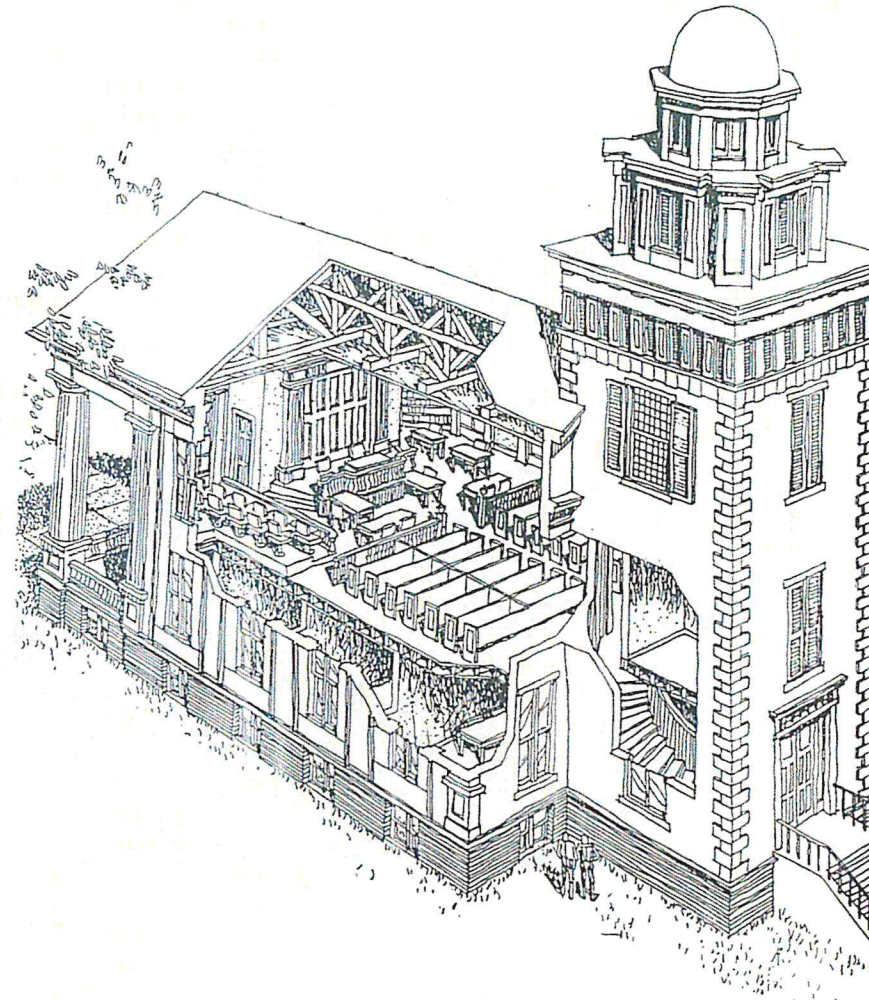
COST	SEQUENCE/STATUS	TASK
Projection of probable cost including contingency, contractors, O&P, A/E fees - See Appendix for Detail	SUGGESTED SEQUENCE OF WORK PHASE - SKILL	OUTLINE DESCRIPTION OF WORK
\$35,000 - \$55,000	1 - P, SV, & TV	STABILIZATION AND MOTHBALLING Stabilize the structure, button up the envelope including window putty, east wall, foundation stone, topsoil, soffit, & basement sumps.
\$290,000 - \$455,000	2 - P	INTERIOR STRUCTURAL REPAIRS Reinforce and floor structure, re-point the stone foundation, permanently address east wall, address chimneys, and further observe the structure
	2-TV	INTERIOR STRUCTURAL OBSERVATIONS Remove plaster ceilings and make observations of structural framing
\$80,000 - \$94,000	3 - P & TV	HEALTH, SAFETY, AND WELFARE Upgrade rails and stair treads, create access for inspections, replace plaster with drywall, complete mechanical, electrical, and plumbing upgrades.
\$25,000 - \$40,000	4 - TV, SV	ENVELOPE Replace missing and rotted siding, refurbish doors and replace window putty (if not done in stabilization)
\$40,000 - \$65,000	5 - TV & SV	FINISHES Patch plaster cracks, replace wallpaper, and paint interior
	5 - TV & SV	FINISHES Refinish flooring
	5 - TV & SV	FINISHES Address kitchen ceiling and dining room eggcrate ceiling
\$10,000 - \$17,000	6 - P & SV & TV	ENERGY Insulation and storm windows
\$32,000 - \$50,000	7 - P	ADAPTIVE USE ADA Ramp
	7 - P	ADAPTIVE USE ADA Door
	7 - P	ADAPTIVE USE ADA Restroom
	7 - P	ADAPTIVE USE Accessible Kitchen
TO BE DETERMINED	8 - P & SV & TV	RESTORATION Reconstruct missing features, restore windows, demolish northeast addition

P: Preservation Contractor

V: Volunteer

SV: Skilled Volunteer; A licensed tradesman, or field expert

TV: Trained Volunteer; An individual who had undergone some type of training and working under the supervision of the Skilled Volunteer.



Lapeer County Historic Courthouse

Lynne McCarthy
President

Judge Laura Barnard
Vice-President

David Churchill
Treasurer

Deborah Johnson
Secretary

Denise Becker
Jill Bristow
Brad Haggadorn
Linda Jarvis
Jill Lyons
Truman Mast
Theresa Spencer



Thank You

for your time and attention!



REQUEST FOR ACTION

DATE: March 24, 2023

 X REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: County Board of Commissioners

FROM: Jeffrey Satkowski, County 911

SUMMARY OF REQUEST / INFORMATION:

Request for resolution on National Telecommunicators Week 2023

BACKGROUND INFORMATION:

Telecommunicators Week is April 9th – 15th, 2023, where we take time to recognize the people who answer our 9-1-1 calls and dispatch our police, fire, and EMS responses.

SUPPORTING DOCUMENTS: Resolution.

DRAFT MOTION:

ATTACHMENTS YES X NO

RESOLUTION

- WHEREAS,** Lapeer County Central Dispatch has been designated as the Public Safety Answering Point for all public safety response in Lapeer County for those emergencies that require police, fire or emergency medical services; and,
- WHEREAS,** the telecommunications of Lapeer County Central Dispatch answer those calls for assistance and serve as the first and most critical contact our citizens have with emergency services; and,
- WHEREAS,** the safety of police officers, firefighters and emergency medical service providers that serve our citizens are dependent on the quality and accuracy of information obtained from citizens who contact Lapeer County Central Dispatch; and,
- WHEREAS,** Lapeer County Central Dispatch Public Safety Telecommunicators provide the single most vital link for our police officers, firefighters, and emergency medical service providers, by monitoring their activities by radio, providing them with information, and ensuring their safety; and
- WHEREAS,** the Public Safety Telecommunicators of Lapeer County Central Dispatch have assisted in the saving of many lives, the apprehension of criminals, and prevention of considerable property loss each year; and,
- WHEREAS,** each member of Lapeer County Central Dispatch has exhibited compassion, understanding and professionalism during the performance as a Public Safety Telecommunicator; and,
- WHEREAS,** on October 9, 1991, the Congress of the United States proclaimed the second week in April as "National Public Safety Telecommunications Week."

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby proclaims the week of April 9 – 15, 2023 as **PUBLIC SAFETY TELECOMMUNICATORS WEEK** in Lapeer County, in recognition of the men and women whose dedication and professionalism help keep our county and citizens safe.

BE IT FURTHER RESOLVED, that the Board of Commissioners urges county residents and public safety responders, to join in honoring the staff of Lapeer County Central Dispatch in recognition for their continued professionalism and dedication to the public safety of Lapeer County.

Tom Kohlman, Chairman of the Board

I hereby certify that the foregoing Resolution was unanimously adopted by a vote at the meeting of the Board of Commissioners of the County of Lapeer, State of Michigan, on this ___ day of April, 2023

Theresa M. Spencer, County Clerk
Clerk of the Board

4

REQUEST FOR ACTION

DATE: March 15, 2023

 XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: **John Miller, Prosecuting Attorney**

SUMMARY OF REQUEST / INFORMATION: Update regarding vacant APA positions and millage implementation. Approval of OPA proposed attorney pay scale.

ADDITIONAL INFORMATION:

CONTACT PERSON(S): John Miller

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: OPA Proposed attorney pay scale

DRAFT MOTION:

Motion by _____, supported by _____, to approve the OPA salary scale as it relates to Prosecuting Attorney and Assistant Prosecuting Attorneys.

ATTACHMENTS YES____ NO____

Proposed Attorney Scale

Office of Prosecuting Attorney

Mar-23

	Start	Step 1	Step 2	Step 3	Step 4	Max.
PA	\$ 153,000.00	\$ 153,000.00	\$ 153,000.00	\$ 153,000.00	\$ 153,000.00	\$ 153,000.00
CAPA	\$ 136,000.00	\$ 136,000.00	\$ 136,000.00	\$ 136,000.00	\$ 136,000.00	\$ 136,000.00
APA-I	\$ 86,000.00	\$ 92,000.00	\$ 98,000.00	\$ 101,000.00	\$ 103,000.00	\$ 106,000.00
APA-II	\$ 108,000.00	\$ 112,000.00	\$ 116,000.00	\$ 119,000.00	\$ 121,000.00	\$ 123,000.00
APA-III	\$ 123,000.00	\$ 125,000.00	\$ 127,000.00	\$ 129,000.00	\$ 131,000.00	\$ 133,500.00

5

REQUEST FOR ACTION

DATE: March 17th, 2023

 X REQUEST FOR ACTION
 FOR YOUR INFORMATION
 REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: David Stevens – Community Corrections Coordinator

SUMMARY OF REQUEST / INFORMATION: Request authorization to enter into a renewal agreement with IDEMIA IDENTITY & SECURITY for a one-year maintenance agreement on the Live Scan Fingerprint machine located in the Lapeer County Court Complex, Room #83. The maintenance contract will cost \$3,703.00.

ADDITIONAL INFORMATION: The coverage date of the maintenance agreement is from 3/1/2023 to 2/28/2024.

CONTACT PERSON(S): Maureen Salayko

BACKGROUND INFORMATION: This maintenance agreement is a renewal of the previous maintenance agreement and is required to keep the Live Scan Fingerprint machine working properly. This is an expense that is budgeted for and will be at no additional cost to the Lapeer County General fund.

SUPPORTING DOCUMENTS: Maintenance Agreement.

DRAFT MOTION: Motion by _____, supported by _____, to recommend to the Full Board, to approve renewal of the Maintenance Agreement for the Live Scan Fingerprint machine located in the Lapeer County Court Complex, Room #83, at a cost of \$3,703.00

ATTACHMENTS YES X NO



IDEMIA
augmented Identity

Idemia Identity & Security
14 Crosby Drive
Suite 200
Bedford, MA 01730
USA
Phone (800) 932-0890
FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
QUOTATION**

QUOTE ID: 38477
QUOTE DATE: 03/02/23
CUSTOMER ID: BD-2500
PRICE LIST: SL-LAWENF

BILL TO: LAPEER COUNTY COMMUNITY CORRECTIONS
255 CLAY ST
83
LAPEER, MI 48446
United States

COVERAGE
START DATE: 03/01/23
END DATE: 02/29/24

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION: LAPEER COUNTY - 255 CLAY ST LAPEER, MI 48446				
5300D-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5300D-ED		47958-01	1	\$2,970.00
PRT- DUP- M95	ANNUAL 9/5 MAINTENANCE			
TPE-PRT-DUP		47958-02	1	\$342.00
HWOX- DIGCAP- M95	ANNUAL 9/5 MAINTENANCE			
TPE-HWOX-DIGCAP		47958-03	1	\$391.00
TOTAL:				\$3,703.00

PLEASE CHECK PREFERRED BILLING:		<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
NAME:	Zehra Tremazi	PO NUMBER:				
TITLE:	Maintenance Contract Admin	SIGNATURE BY:				
PHONE:	(714) 632-2119	NAME(Print) / DATE				
FAX:	(952) 852-8747	TITLE:				
EMAIL:	Zehra.Tremazi@us.idemia.com	PHONE / FAX:				
SUPPORT EMAIL:	BiometricsSupport@us.idemia.com	EMAIL:				
SUPPORT PHONE:	(888) 435-7439					

The terms and conditions of IDEMIA Identity & Security USA LLC maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM

IDEMIA IDENTITY & SECURITY USA LLC
SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with

U.S. End User Customers

covering

Idemia® Live Scan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Idemia Identity & Security USA LLC's ("Idemia") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Idemia, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Idemia are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services.

Included With All Remedial Maintenance Services are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Idemia TouchCare Support Center via Idemia toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Idemia's technical support staff to resolve unique problems.
- Idemia shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Idemia's property. Idemia shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Idemia, replacement parts and components needed at international destinations shall be shipped by Idemia to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Idemia ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.
- Idemia shall make available to Customer one copy (in electronic or other standard form) of

each Update (defined herein) for those System components that are developed by Idemia and for which Idemia, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Idemia Maintenance Agreement Addendum. Customer shall provide Idemia with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Idemia shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Idemia shall install the Update during any subsequently scheduled on-site visit by Idemia for service of the System. An "Update" means a new release of such System software components that are developed by Idemia which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. Idemia's *24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Idemia's Help Desk for customers located within a 100 mile radius of an authorized Idemia's service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.

Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Idemia's 9/5 Maintenance Services are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Idemia shall use its best efforts to have an Idemia's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Idemia's Help Desk if Customer's facility is located within a 100 mile radius of an authorized Idemia's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Idemia's acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Idemia's then current rates.
- At no additional charge (provided Customer has

granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.

Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Idemia's Help Desk Maintenance Services are as follows:

- The Services do not include any Idemia on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Idemia Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Idemia trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Idemia's periodic requirements. Unless otherwise agreed in writing by Idemia, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.

- Idemia shall furnish all parts and components necessary for the maintenance of the System. Idemia's shipment of a replacement part to Customer will be initiated promptly after the Idemia's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Idemia to be returned to Idemia, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Idemia within two (2) weeks after receipt of the replacement part. Idemia is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for Idemia on-site service, Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Idemia's Help Desk. Customer shall pay for such on-site service on a time and travel basis at Idemia's then current rates and travel policies, respectively. Prior to dispatch of a Idemia engineer, Customer shall provide Idemia with a purchase order ("P.O."), complete Idemia's P.O. Waiver form, or provide Idemia with a valid credit card number.

E. Preventive Maintenance Services. Idemia's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Idemia's specifications for such System. Idemia and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Idemia's 24/7 Maintenance Services and Idemia's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Idemia's then current published prices for such Services. Preventive Maintenance Services may not be

available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Idemia's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Idemia's authorized service representatives, or if parts, accessories, or components not authorized by Idemia are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Idemia to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Idemia's System documentation.

B. Availability of Additional Services. At Customer's request, Idemia may agree to perform the excluded services described immediately above in accordance with Idemia's then current rates. Other excluded services that may be agreed to be performed by Idemia shall require Idemia's receipt of a Customer P.O., Customer's completion of Idemia's P.O. Waiver form, or Customer providing Idemia with a valid credit card number before work by Idemia is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Idemia before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Idemia's inspection will be billed at Idemia's current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Idemia or an Idemia authorized or identified vendor, at Customer's sole expense: (i) all Idemia and third-party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Idemia will specify the hardware and third-party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Idemia's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Idemia's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Idemia's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Idemia's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Idemia's invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Idemia, and Customer

agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Idemia's fees for Services or parts as provided hereunder when due: (i) Idemia may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Idemia may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Idemia's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Idemia shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDEMIA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDEMIA'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDEMIA'S SERVICES ACTUALLY PAID BY CUSTOMER TO IDEMIA UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDEMIA BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDEMIA'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

Idemia may deliver Idemia-developed Updates to Customer. The terms of Idemia's end user license for the Idemia's software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Idemia and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Idemia.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Morpho USA, Inc.

2 Business name/disregarded entity name, if different from above

Idemia Identity & Security USA LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

14 Crosby Drive, 2nd Floor

6 City, state, and ZIP code

Bedford, MA 01730

7 List account number(s) here (optional)

Requester's name and address (optional)

Address for remittances ONLY:

Idemia Identity & Security USA LLC

P.O. Box 23496

New York, NY 10087-3496

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

- -

or

Employer identification number

2 7 - 4 3 8 8 8 0 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

David Walsh, Sr. Tax Manager

Date ►

1/23/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



14 Crosby Drive, 2nd Floor
Bedford, MA 01730
www.idemia.com

January 1, 2023

RE: Idemia Identity & Security USA LLC: TIN 04-3320515

To Whom It May Concern:

Regarding Idemia Identity & Security USA LLC's taxpayer identification number and how we must complete a Form W-9, please be aware of the following:

1. Idemia Identity & Security USA LLC is a Delaware limited liability company with TIN 04-3320515.
2. Idemia Identity & Security USA LLC. is the operating company which performs all work and is the owner of all bank accounts (thus EFT forms will reference Idemia Identity & Security USA LLC's TIN 04-3320515).
3. Idemia Identity & Security USA LLC. is a single-member limited liability company which is owned by Morpho USA, Inc. (TIN 27-4388807). Morpho USA, Inc. is strictly a holding company which does not perform work nor enter into contracts directly with customers.
4. For federal income tax purposes Idemia Identity & Security USA LLC is treated as disregarded entity (thus taxes are paid at the owner level).
5. When a single member LLC is treated as a disregarded entity, based on the IRS design of the Form W-9, it must complete a Form W-9 using the name and taxpayer ID number of the owner/corporate parent.

W-9 instructions:

Line 1e Disregarded entity. Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity.

Part I. Taxpayer Identification Number (TIN). If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN.

6. As such, Idemia Identity & Security USA LLC's TIN is 04-3320515 but must complete a Form W-9 listing the owner's TIN 27-4388807. Idemia Identity & Security USA LLC will not issue an invalid Form W-9. I urge you to contact your own tax group or the IRS to confirm if you have questions.

If you have additional questions, please contact me at (978)-215-2854 or david.walsh@us.idemia.com.

David Walsh, Sr. Tax Manager

David Walsh, Senior Tax Manager
Idemia Corporate Tax Dept.



IDEMIA North America
14 Crosby Drive, 2nd FL
Bedford, MA 01730

March 1, 2023

RE: Bank Change Notification

Dear Idemia Identity & Security USA LLC Client,

We are in the process of changing our bank account for the payment of invoices to Idemia Identity & Security. Please update your records to remove our Wells Fargo Bank account and replace them with our new JPMorgan Chase bank account listed below. Attached is the JPMorgan Chase bank letter with regards to this change if needed.

If there are any other documents needed for this transition, please send your request to JPMC_NIS@us.idemia.com

New JPMorgan Chase banking details

For ACH/Wire Transfers:

Account Name:	Idemia Identity & Security USA LLC
Bank Account Number:	795693602
Bank Routing Number:	021000021
Chips UID:	00002
SWIFT Code:	CHASUS33

Send Remittance Advice: EFT@us.idemia.com

For Check Payments via regular US postal delivery service:

Lockbox Name:	Idemia Identity & Security USA LLC
Lockbox Remittance Address:	P.O. Box 23496 New York, NY 10087-3496

For Check Payments via overnight courier service:

Lockbox Name :	JPMorgan Chase – Lockbox Processing
Lockbox Remittance Address:	Attn: IDEMIA Identity & Security USA LLC Lockbox Number 23496 4 Chase Metrotech Center 7th floor East Brooklyn, NY 11245

Thank you for your trust in Idemia Identity & Security USA LLC and the opportunity to serve you. If you have any questions about this communication, please contact me at (908) 386-6344 or Sonia Doner (714) 575-2923.

Kind regards,

Lovely Poch, Sr. Treasury Analyst

| | | | |
IDEMIA Internal

www.idemia.com
info@us.idemia.com

J.P.Morgan

September 21, 2022

Dear IDEMIA,

Please find below the routing details for your IDEMIA Identity & Security USA LLC account:

Bank	JPMorgan Chase Bank NA
Address	270 Park Ave New York, NY 10017
American Banking Association (ABA)	021000021
Chips UID	00002
SWIFT	CHASUS33
Demand Deposit Account (DDA)	795693602
Currency	USD

Please refer to the below mentioned JPMorgan processing deadlines for Funds Transfers:

Book Transfers	NY Deadline Time
Phone	5:00pm
Straight-through electronic instructions	6:00pm
Operator intervention electronic instructions	5:30pm
Transfers via CHIPS	NY Deadline Time
Phone	3:30pm
Straight-through electronic instructions	4:00pm
Operator intervention electronic instructions	3:30pm
Transfers via FED	NY Deadline Time
Phone	5:00pm
Straight-through electronic instructions	5:30pm
Operator intervention electronic instructions	5:00pm

You may contact your client service account manager, Jean Ireton, for account related inquiries

Jean Ireton
Jean.ireton@jpmorgan.com
(416)981-9108

Michael Bryant

Michael Bryant
Vice President
JPMorgan Chase Bank N.A.



14 Crosby Dr., 2nd Floor
Bedford, MA 01730

IDEMIA Identity & Security USA LLC

COMPANY DETAILS	
ENTITY NAME:	IDEMIA Identity & Security USA LLC
FEIN:	04-3320515
DUNS Number:	969055321
(DO NOT SEND PAYMENTS TO THIS ADDRESS) SEND PURCHASE ORDERS (ONLY) TO	
ADDRESS:	14 Crosby Dr., Suite 200 Bedford, MA 01730
PHONE:	800-932-0890
EMAIL:	Orders@us.idemia.com
CONTACT INFORMATION	
ORDER MANAGEMENT:	
NAME:	Wes Fogel
EMAIL:	Wesley.Fogel@us.idemia.com
PHONE:	952-945-5537
FAX:	952-945-3304 / 978-215-2500
ACCOUNTS RECEIVABLE:	
NAME:	Christine Larosa
EMAIL:	Christine.Larosa@us.idemia.com
PHONE:	978-215-2760

REMITTANCE INFORMATION

This is a bank lockbox only for remittances/send check payments to:

IDEMIA Identity & Security USA LLC
P.O. Box 23496
New York, NY 10087-3496

BANK DETAILS FOR ACH/WIRE TRANSFERS

Beneficiary Name:	IDEMIA Identity & Security USA LLC
Bank Name:	JPMorgan Chase Bank NA
Bank Address:	270 Park Ave. New York, NY 10017
Swift Code:	CHASUS33
Bank Account Number:	795693602
Bank Routing Number:	021000021
Currency: USD	
Send Remittance Advice:	EFT@us.idemia.com

6

DATE: *March 20, 2023*

 X **REQUEST FOR ACTION/PURCHASE**

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: *Lapeer County Board of Commissioners*

FROM: *Deputy Linda Schell*

SUMMARY OF REQUEST / INFORMATION:

Request approval for purchase of 9 spike vests at \$455.00ea, approximate total \$4095.00 and 7 Bullet Proof Vest with carrier at \$1020.00ea, approximate total of \$7140.00. Grand total of \$11,235.00, from account 101-301-743-000, and 101-351-743-000 uniforms.

The bullet Proof vests are now a 2-part combination of outer carrier vest with panels.

BACKGROUND INFORMATION:

New vests are replacements for expired vests or new hires.

CONTACT PERSON(S): *Undersheriff Michael Odette
 Det. Sgt. Joe Nesbit*

SUPPORTING DOCUMENTS:

See attachment.

DRAFT MOTION: *Motion by _____ supported by _____
To authorize the Lapeer County Sheriff's Office to purchase 9 Spike Stab Vests at an approximate cost of 4095.00 from line 101-351-743.000 and 7 Bullet Proof vests at an approximate cost of \$7140.00 from line 101-301-743.000, for a total cost of \$11,235.00*

ATTACHMENTS YES X NO

Stab Armor Pricing

Paul Riddell <paul@ondutygear.com>

Tue 3/7/2023 1:01 PM

To: Joe Nesbit <jnesbit@lapeercounty.org>;

Hello Sir!

Per our conversation, here is the current armor pricing:

Armor Express Razor Level II Panels w/Revolution Carrier and 5x8 FE ICW Plate-\$755

Armor Express Taurus Spike 1 Stab Armor w/RevolutionN Carrier-\$455

Armor Express Traverse Dress Vest w/MOLLE-Black-\$265

Let me know if you need anything else!

Thank You,
Paul

Paul Riddell
On Duty Gear, LLC
www.ondutygear.com
586-463-0099; ext. 5130

(7)

REQUEST FOR ACTION

DATE: March 27, 2023

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Lori L. Gebhardt, Register of Deeds

SUMMARY OF REQUEST / INFORMATION:

To approve the expenditure from Automation Fund 256-711-977.010 not to exceed \$7400.00 to purchase Scan Pro 2500 Microfilm Scanner.

ADDITIONAL INFORMATION:

Scan Pro 2500 Scanner will replace the current Cannon MP90 – 18 years old and Scan Pro 1000 – 16 years old

CONTACT PERSON(S):

Lori L. Gebhardt

SUPPORTING DOCUMENTS:

Our brief background proposal with Exhibit A and two quotes for the Scan Pro 2500 Microfilm Scanner Exhibit B Smith Imaging & Micrographic Solutions and Exhibit C e-Image Data. After much discussion with other counties that have the Scan Pro 2500 I would ask that board approve the Exhibit B quote with Smith Imaging & Micrographic Solutions.

DRAFT MOTION:

To approve the expenditure from the Automation Fund 256-711-977.010, in an amount not to exceed \$7400.00 to purchase Scan Pro 2500 Microfilm Scanner thru Smith Imaging & Micrographic Solutions.

Motion by _____, supported by _____,

ATTACHMENTS YES__x__ NO_____

Our Proposal:

Register of Deeds is requesting action to purchase equipment & a software system to view 35mm film; This film is the master copy of our recorded documents which is sent to underground storage.

Register of Deeds office currently owns a Canon MP90, 18 years old, this device is currently giving error messages & we have to constantly turn the device on & off for it to reset, rewind the film & begin all over again in order to complete reviewing 6000+ images. Parts for this device typically run around \$500 used & to replace it the cost would be \$1500+ used. There are no longer technicians available to fix this device due to the age of the product.

ScanPro 1000 is 16 years old and the software is out of date. This first generation device uses a specific type of connection wire called 'Firewire'. PC's that contain a chip compatible with 'Firewire' are being phased out, which will make this device obsolete.

We are submitting two quotes from companies specialize in 35mm reading devices. Both quotes will provide a ScanPro 2500 (Exhibit A), 3 year warranty for parts & labor, lifetime warranty for LED lamp, lifetime upgrades on PowerScan software.

Updating this device will provide a reliable device for our office to review film, enhance image quality by adjusting brightness, contrast, straighten & crop an image with minimal effort. The complete quotes are attached as follows:

- Exhibit B: Smith Imaging & Micrographic Solutions
 - 180 E. Main St. Rockford, MI 49341
- Exhibit C: e-ImageData Microfilm Scanners
 - 340 Grant St. Hartford WI 53027

ScanPro All-In-One Models

The award-winning microfilm scanner solution

Intuitive. Brilliant. Exclusive.

The microfilm revolution continues. Whether you need a low-cost option or the top-of-the-line microfilm scanner, we have the universal solution that's just right for you. See the difference with our award-winning scanners that offer exclusive features and innovative technology only available through e-ImageData. Our latest ScanPro® product line has been specifically designed to meet not only your current application needs but your future needs as well — making it the only microfilm scanner you will ever have to buy.

MEET THE SCANPRO ALL-IN-ONE MODELS

Select the ScanPro All-In-One model that has the features and solutions to meet your expectations for **on-demand research** or any **conversion project**.

ScanPro 2500 All-In-One

The most popular replacement for old reader/printers. Not only is the ScanPro 2500 All-In-One™ the most budget-friendly scanner on the market, the 2500 All-In-One has all the necessary features needed to read, scan, print and convert your film collections. If budget is a concern, the 2500 All-In-One is the affordable solution.

ScanPro 3500 All-In-One

This top-of-the-line solution encompasses all of our exclusive features including the 26 megapixel camera* that provides the clearest images in the industry. If you're looking for the most precise images available, the ScanPro 3500 All-In-One is for you.

ScanPro 3500†

"TURANDOT." Beth Greenberg has entirely redirected the New York City Opera's 1971

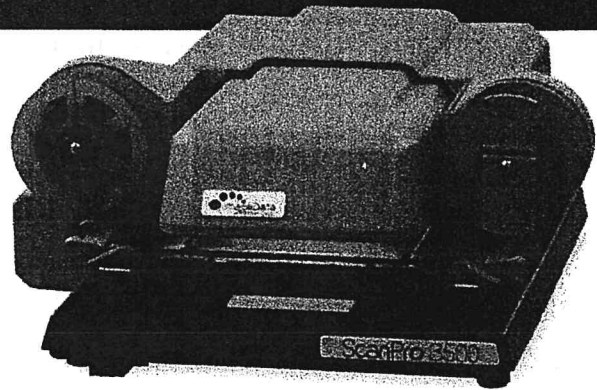
Other microfilm scanners†

"TURANDOT." Beth Greenberg has entirely redirected the New York City Opera's 1971

† Actual scanned image segments

ScanPro i9500 All-In-One

Got Blips? The ScanPro i9500 All-In-One is the best, and only, solution to handle your entire "blipped" film collection for indexed searching. Including Kodak, Canon, Minolta, 3M, AGFA or custom formatted film, using single, two or three level blips with simplex, duplex and duo film.



*Innovative tech for all
your film collection needs.*

ALL-IN-ONE FEATURE HIGHLIGHTS:

Offered with ScanPro Advantage Membership. Features vary per model.

- Superior image quality
26 megapixel camera* with 6.6 MP image sensor x 4
- Powerful 5x-105x optical zoom magnification | Always in focus
- Brilliant automatic high-speed scanning including larger-size formats
100 images per minute for film and fiche and 70 ipm for jackets
- Exclusive single-click image adjust and live image editing tools
- Easy single-click save and print to multiple file formats
- Fastest word-searchable OCR software

HANDLES ALL MEDIA

- ✓ 16/35mm/cartridge(M) Roll Film ✓ Fiche ✓ Jackets
- ✓ Micro-opaques ✓ Aperture cards ✓ Blipped film

* The 26 megapixel high performance camera uses advanced pixel-shifting technology to capture higher megapixel images. e-ImageData starts with its 6.6 megapixel image sensor, largest in the industry, to capture and integrate 4 unique optical images into a single 26 megapixel camera image, the clearest image in the industry.

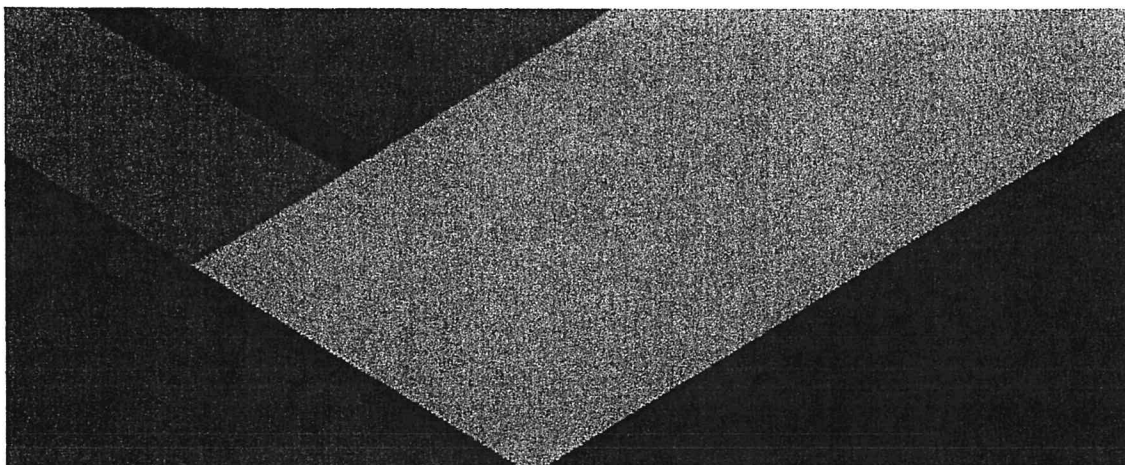


Exhibit B

Smith Imaging & Micrographic Solutions

Please note:

Smith Imaging will provide delivery, device set-up & in-person training to all staff.



Smith Imaging and Micrographic Solutions

**Pricing Information Prepared For:
Lapeer County Register of Deeds**

Bruce Smith Imaging Specialist

Brucesmith.mi@gmail.com

616.550.4823

Leave your imaging needs to us."

Smith Imaging Solutions
180 E Main #1 Rockford Michigan 49341

616.550.4823

February 3, 2023

Lapeer County Register of Deeds

The ScanPro 2500 Microfilm Scanner	\$ 6,995.00
UCC 550 Fiche/Aperture Card/16 & 35 MM Roll film Carrier	\$ included
7x32x Zoom Lens	\$ included
3 Year all parts and labor warranty.....	\$ included
Delivery, Set-up, and Training	\$ 300.00

Your ScanPro 2500 Comes with the following features & capabilities:

Power Scan Software
Handles all Microfilm Media- Fiche, Aperture Cards, 16&35 MM Microfilm Rolls & Cartridges
Scans at 2 images/second
6 Megapixel Camera
Up to 600 DPI Optical Resolution
OCR Capabilities
Automatic Image Clean up and Manual Image Clean Up
Scans in B/W to all File Formats (TIFF, PDF, JPEG)
360 Optical and Digital image rotations
Customizable Tool Bar
Scans to PC Folder or Net Work Folder, Flash Drive, Software Programs
Scan folder at PC Level Allows User to Gather Images by Case Number
USB 3 Interface for Scan to PC

****Warranty Information:**

Hardware: This Product comes with a 3 year all Parts and Labor warranty

LEDS are under warranty for the life of the product

Software Updates are FREE for the Life of the Product

Annual Service Agreement ..After Your 3 year Warranty Program an all-inclusive service program with all parts and labor is available for \$695.00/year

ScanPro Advantage Membership Program\$249.00/year. First 6 months free.

[illegible]

“Taking Care of Michigan Customers for 36 years”

Exhibit C

e-ImageData Quote

Please note the e-ImageData quote of \$5,345.00 includes a discount for ScanPro Firewire Trade-in Program. Unfortunately Lapeer County does not qualify for this discount due to our current device was not purchased from e-ImageData. The MSRP total plus shipping costs (\$7,164.00) would reflect the true cost of their quote.

Also this quote states e-ImageData will only provide online training for 2 operators, this is not ideal for our office staff.



ScanPro Purchase Agreement

Bill Stewart Email: bstewart@e-ImageData.com

Direct (262) 290-5844 Fax (262) 290-5844

Corporate (800) 251-2261 Fax (262) 673-3496

e-ImageData Corp. 340 Grant St. Hartford WI 53027

CUSTOMER INFORMATION		SHIP TO LOCATION	
Customer Name	Lapeer County Recorder of Deeds	Street Address	287 W. Nepessing Street
Address1	287 W. Nepessing Street	Address 2	Suite 1
Address2	Suite 1	City/State/Zip	Lapeer, MI 48446
City/State/Zip	Lapeer, MI 48446	Contact	Meggen Lang, Chief Deputy
Contact	Meggen Lang, Chief Deputy	Email	mlang@lapeercounty.org
Email	mlang@lapeercounty.org	Phone Number	810-667-0211
Phone Number	810-667-0211	Instructions: Please sign, date and return to: bstewart@e-imagedata.com with your tax exempt certificate.	
PO Number			

QTY	PRODUCT CODE	DESCRIPTION	MSRP	TRADE-IN PRICE
1	9872501T	ScanPro 2500 Standard for Fiche and 16mm/35mm Roll Film Includes: PowerScan software, 6.6 MP integrated pixel-shifting technology camera, combination motorized UCC 550 carrier, 5X to 32X Optical Zoom Magnification, 3-year factory warrant and free 6 month trial ScanPro Advantage Membership license	\$7,064.00	\$5,345.00
1		Remote Installation and Training	Included	

FOR SELLER:		Purchase Price	\$5,345.00
Authorized Agent e-ImageData Corp.		State and Local Taxes	Exempt
Bill Stewart		F.O.B Shipping Point	\$100.00
		Balance Due	\$5,445.00

Bill Stewart		COMMENTS:
Date	February 21, 2023	This quote expires 30 days. The PowerScan software install is downloaded. CD & USB Install is available at an extra cost. e-ImageData will train 2 - ScanPro operators. Three year warranty includes parts, labor and remote service. ScanPro Advantage Membership is included free for the first 6 months. If you are a tax exempt organization please include your tax exempt certificate with the signed purchase agreement.
FOR BUYER:		

Authorized Signature - Per Terms and Conditions of Sale	
Date	

TERMS AND CONDITIONS OF SALE

- Orders accepted are subject to the conditions set forth herein and no agreement or other understanding in any way modifying these conditions shall be binding upon the Seller unless made in writing, and accepted over the signature of an authorized executive of the Seller.
- Net 30 payment terms.
- Additional payment terms: For orders over \$25,000, and/or for those orders that require a pre-installation meeting prior to the start of product installation, the following terms apply. 1/2 of order total due at signing and 1/2 of total due at the end of the installation.
- If any sales, excise, occupation, or use tax is applicable to this transaction, the amount will be added to the price stated herein.
- Every effort will be made to effect shipment and installation within the time stated, but the Seller assumes no liability for delay due to causes beyond the seller's control.
- All orders are "FOB" Shipping Point. Destination charges will be added to the invoice. The method of transportation and carrier will be of the Seller's selection. If shipment is made at Customer request via a method other than that which would normally be used, or if special handling is necessary due to receiving limitation of the customer, additional charges will be added to the invoice.
- Title to each component of the Product shall pass to Customer when payment in full for the Product has been made. Notwithstanding the state of title to the Product, risk of loss with respect to the Product and/or each component thereof shall pass to Customer upon e-ImageData's delivery of each such component to Customer, or delivery to carrier for shipment. At the time of such delivery, Customer shall, at its own expense, be responsible for purchasing any insurance coverage for the Product, and e-ImageData shall not have responsibility for the placement of any insurance coverage.
- This agreement may be signed in counterparts, each of which will be deemed an original and all of which together shall constitute one and the same agreement. A facsimile signature of one or more of the parties hereto shall be deemed an original signature for all purposes.



REQUEST FOR ACTION

Date: April 5, 2023
TO: Lapeer County Board of Commissioners -COW
From: Henry Horton, Lapeer County Surveyor

SUMMARY OF REQUEST / INFORMATION

Requesting approval of the FY 2023 Remonumentation Grant Agreements for surveying services with the following: Davis Land Surveying and Engineering; RA Duthler Land Surveyor, LLC; and Kennedy Surveying, Inc; as well as the Peer Review Group agreements with Steve Thompson, P.S. and Ray Davis, P.S.

Background Information: These agreements are approved annually.

Contact Person (s): Henry Horton, Lapeer County Surveyor

SUPPORTING DOCUMENTS: Remonumentation Grant Agreements (3) and Peer Review Agreements (2)

DRAFT MOTION:

Motion by _____, supported by _____, to approve the attached FY 2023 Remonumentation grant agreements for surveying services between the County of Lapeer and Davis Land Surveying and Engineering; RA Duthler Land Surveyor, LLC; and Kennedy Surveying, Inc; as well as the Peer Review Group agreements with Steve Thompson, P.S. and Ray Davis, P.S; and further, to authorize the Lapeer County Grant Administrator (Chief Financial Officer) to sign said agreements.

ATTACHMENTS: X YES NO

2023 GRANT AGREEMENT

This agreement is entered into by:

LAPEER COUNTY
255 CLAY ST,
LAPEER, MICHIGAN 48446
and
DAVIS LAND SURVEYING AND ENGINEERING
415 W. NEPESSING ST.
LAPEER, MI 48446

Terms and conditions are as follows:

DEFINITIONS

1. The term Grantor shall mean Lapeer County and the State of Michigan.
2. The term Grantee shall mean the Monumentation Surveyor (or anyone directly or indirectly employed by it).
3. The term Peer Group shall mean a committee of professional surveyors whose duty is to review all data on government corners and determine their correct locations.

TERMS

The Grantor intends to secure the surveying services as outlined in Exhibit A as attached. The standard of care for all surveying services furnished by the surveyor under the agreement will be the care and skill ordinarily used by members of the Grantee's profession under similar conditions at the same time and in the same locality. The Grantee shall provide and maintain public liability, property damage, and workers' compensation insurance while working for the Grantor. The insurance shall cover interests of all parties to this agreement, and all claims which may arise out of the Grantee's operations under this agreement. Certificate of Insurance with "Lapeer County" identified as Certificate Holder is required to be provided prior to commencement of work under this contract.

The Grantee is responsible for ensuring that precautions are always exercised for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The Grantee is responsible for compliance with all federal and state laws and municipal ordinances and regulations in any manner affecting the work performance of the agreement and shall always carefully observe and comply with all rules, ordinances, and regulations. The Grantee shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this agreement.

The Grantee agrees to comply with the following indemnification clause:

TO THE EXTENT THAT LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS COSTS, CHARGES AND EXPENSES ARE CAUSED BY ANY NEGLIGENT ACT, ERROR, OR OMISSION BY THE MONUMENTATION SURVEYOR OR (ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT) ARISING FROM THE SERVICES RENDERED BY THE MONUMENTATION SURVEYOR, THE MONUMENTATION SURVEYOR AGREES TO HOLD HARMLESS AND INDEMNIFY LAPEER COUNTY AND THE STATE OF MICHIGAN (AND ITS AGENTS AND EMPLOYEES) FROM AND AGAINST SAID LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, COSTS, CHARGES AND EXPENSES IMPOSED UPON THE GRANTEE.

The Grantor, or the Grantee, may terminate this agreement at any time in whole or in part by delivery of a Notice of Termination to the other party. Termination may be initiated due to funding reductions, the elimination of funds, or if the project in whole or part is no longer required because of identified efficiencies and/or economies. The Grantee shall be compensated for the State's share of all expenditures authorized by the grant budget incurred prior to the date of the Notice of Termination and for those financial obligations or purchase orders authorized by the grant budget that cannot be cancelled. In addition, this agreement can be terminated by the Grantor if the Grantee fails to comply with any of the provisions of this agreement.

Nothing in this agreement can be assigned by either party without the written approval and consent of the other party.

No member of the Legislature of the State of Michigan or any individual employed by the state shall be permitted to share in this agreement of any benefit that arises from it.

CONDITIONS FOR PAYMENT OF WORK:

This agreement requires that all survey work be performed in accordance with Act 345 of Public Acts of 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws and the County Plan as adopted by the State Survey Commission. From time to time the Peer Group will outline a specific procedure to recover or replace a government corner. It is required that its instructions be followed to the best of the Grantee's ability.

The County Surveyor will assign the government corner(s) to be installed by the Grantee.

The Grantee shall install the appropriate corner marker cap and shall file a Land Corner Recordation Certificate as required on the form provided with the 2023 Grant. One recordable copy of said Certificate shall be given to the Remonumentation Grant Administrator together with a statement for payment of work. Said statement shall be in accordance with the schedule of fees and charges approved by the Lapeer County Grant Administrator. Upon approval of the Lapeer County Grant Administrator, payment will be made.

ACCEPTANCE

Lapeer County and the Grantee, by signature below, acknowledge that they have read this agreement, understand it, and agree to all its terms and conditions. Execution of this agreement shall constitute a notice to proceed.

Accepted

Accepted

LAPEER COUNTY

SURVEYOR

By _____

By _____

Jackie Arnold

Gil Bonno, P.S.

Title: Lapeer County Grant Administrator

Title _____

Witness _____

Witness _____

Date _____

Date _____

EXHIBIT "A" OF 2023 GRANT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
LAPEER COUNTY AND DAVIS LAND SURVEYING & ENGINEERING

Dated _____

ASSIGNMENT

- A. Perform research, field investigation, uncover or locate corner evidence and witnesses (find or establish.)
- B. Assemble all information into a corner dossier file with a cover sheet listing all potential sources with a chronological listing of reference material found.
- C. Submit the dossier (one copy) with four copies of the cover sheet to the County Surveyor not less than two weeks prior to the Peer Group Meeting. Each dossier must be bound in a manila folder that is clearly labeled and bound with a two-hole binder.
- D. Attach a list to the dossier of any and all surveyors that the monumentation surveyor believes have any conflicts with the position the monumentation surveyor is recommending.
- E. All original field notes used in determining and placing said corners shall be included in the dossier prior to payment approval.
- F. Attend Peer Group Meeting and present evidence found. Sufficient evidence must be presented to the Peer Group of the location of the government corners for their approval. Make recommendation for corner position. All evidence must be in the form as attached in exhibit "B" of this contract.
- G. Following ratification of corner position, place approved monument at that location and record a Land Corner Recordation Form with the Register of Deeds office. Said corner recordation shall be identified at the top of the form with the word "Remonumentation" and have the same presentation as the one attached in exhibit "C" of this contract.
- H. Ties to all adjacent remonumented corners or corners under contract shall be shown on the Act 74 Form.
- I. All quarter corners may include a witness tie to adjacent apparent centers of section, evidenced by occupation or monumentation in sections which are being closed.
- J. An approved file folder with all corner data included and bound in said folder shall be submitted to the County Surveyor at the completion of all work.
- K. Six (6) color photographs shall be included in the dossier. One of what was in place, one of the new monument, and the four cardinal directions of the site.
- L. A sketch shall be included on the recording document with all adjacent recorded contract corners shown.
- M. Latitude and Longitude shall be recorded on the form to the standards set by the Office of Land Survey and Remonumentation.
- N. All points that fall within a hard surface roadway must be placed in a monument box (provided) Use a core diameter no greater than 1" larger than the largest diameter of the monument box. Grout the monument box in place using non-shrink grout to the full depth. Do not place grout in the monument box. Install monument boxes so neither the box nor the cover extends above the pavement surface. Cost of placement of the box is the responsibility of the contractor.

O. All land corners that fall off from the roadway must be a concrete monument of not less than 4" in diameter and 36" in length with a 1/2" by 36" iron rod in the center and have an approved Lapeer County Remonumentation Cap and be set to a depth of not less than 2.5 feet. Exceptions will be made where this is not practical.

Closing corners not falling on the township line shall be monumented on the township line and the historical corner shall also be monumented. Both positions shall be reported on the same LCRC form.

This contract is for the following 15 corners:

MAYFIELD TWP, T08N-R10E - E5, E6, E7, E8, E9, E10, E11 & E12
F7, F8, F9, F10, F11 & F12
G5

TOTAL COMPENSATION FOR THIS CONTRACT IS \$21,000.00

RESEARCH	\$6,300.00
MONUMENTATION	\$14,700.00

PEER GROUP ATTENDANCE WHILE PRESENTING YOUR CONTRACT CORNERS IS INCLUDED IN THE PRICE PER CORNER. ADDITIONAL PEER GROUP PARTICIPATION WILL BE COMPENSATED AT \$150 PER MEETING AS LONG AS FUNDS ARE AVAILABLE.

PERIOD OF SERVICE

All work under this contract shall be completed by October 31, 2023. The Peer Group will meet periodically as sufficient corners are submitted to warrant a review meeting; however, all dossiers shall be submitted no later than September 22, 2023.

2023 GRANT AGREEMENT

This agreement is entered into by:

LAPEER COUNTY
255 CLAY ST,
LAPEER, MICHIGAN 48446

and

R.A. DUTHLER LAND SURVEYOR, LLC
158 E. THIRD STREET
IMLAY CITY, MI 48444

Terms and conditions are as follows:

DEFINITIONS

1. The term Grantor shall mean Lapeer County and the State of Michigan.
2. The term Grantee shall mean the Monumentation Surveyor (or anyone directly or indirectly employed by it).
3. The term Peer Group shall mean a committee of professional surveyors whose duty is to review all data on government corners and determine their correct locations.

TERMS

The Grantor intends to secure the surveying services as outlined in Exhibit A as attached. The standard of care for all surveying services furnished by the surveyor under the agreement will be the care and skill ordinarily used by members of the Grantee's profession under similar conditions at the same time and in the same locality. The Grantee shall provide and maintain public liability, property damage, and workers' compensation insurance while working for the Grantor. The insurance shall cover interests of all parties to this agreement, and all claims which may arise out of the Grantee's operations under this agreement. Certificate of Insurance with "Lapeer County" identified as Certificate Holder is required to be provided prior to commencement of work under this contract.

The Grantee is responsible for ensuring that precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The Grantee is responsible for compliance with all federal and state laws and municipal ordinances and regulations in any manner affecting the work performance of the agreement and shall always carefully observe and comply with all rules, ordinances, and regulations. The Grantee shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of

work covered by this agreement.

The Grantee agrees to comply with the following indemnification clause:

TO THE EXTENT THAT LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS COSTS, CHARGES AND EXPENSES ARE CAUSED BY ANY NEGLIGENT ACT, ERROR, OR OMISSION BY THE MONUMENTATION SURVEYOR OR (ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT) ARISING FROM THE SERVICES RENDERED BY THE MONUMENTATION SURVEYOR, THE MONUMENTATION SURVEYOR AGREES TO HOLD HARMLESS AND INDEMNIFY LAPEER COUNTY AND THE STATE OF MICHIGAN (AND ITS AGENTS AND EMPLOYEES) FROM AND AGAINST SAID LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, COSTS, CHARGES AND EXPENSES IMPOSED UPON THE GRANTEE.

The Grantor, or the Grantee, may terminate this agreement at any time in whole or in part by delivery of a Notice of Termination to the other party. Termination may be initiated due to funding reductions, the elimination of funds, or if the project in whole or part is no longer required because of identified efficiencies and/or economies. The Grantee shall be compensated for the State's share of all expenditures authorized by the grant budget incurred prior to the date of the Notice of Termination and for those financial obligations or purchase orders authorized by the grant budget that cannot be cancelled. In addition, this agreement can be terminated by the Grantor if the Grantee fails to comply with any of the provisions of this agreement.

Nothing in this agreement can be assigned by either party without the written approval and consent of the other party.

No member of the Legislature of the State of Michigan or any individual employed by the state shall be permitted to share in this agreement of any benefit that arises from it.

CONDITIONS FOR PAYMENT OF WORK:

This agreement requires that all survey work be performed in accordance with Act 345 of Public Acts of 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws and the County Plan as adopted by the State Survey Commission. From time to time the Peer Group will outline a specific procedure to recover or replace a government corner. It is required that its instructions be followed to the best of the Grantee's ability.

The County Surveyor will assign the government corner(s) to be installed by the Grantee.

The Grantee shall install the appropriate corner marker cap and shall file a Land Corner Recordation Certificate as required on the form provided with the 2023 Grant. One recordable copy of said Certificate shall be given to the Remonumentation Grant Administrator together with a statement for payment of work. Said statement shall be in accordance with the schedule of fees and charges approved by the Lapeer County Grant Administrator. Upon approval of the Lapeer County Grant Administrator, payment will be made.

ACCEPTANCE

Lapeer County and the Grantee, by signature below, acknowledge that they have read this agreement, understand it, and agree to all its terms and conditions. Execution of this agreement shall constitute a notice to proceed.

Accepted

Accepted

LAPEER COUNTY

SURVEYOR

By _____

By _____

Jackie Arnold

Richard Duthler, P.S.

Title: Lapeer County Grant Administrator

Title _____

Witness _____

Witness _____

Date _____

Date _____

EXHIBIT "A" OF 2023 GRANT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
LAPEER COUNTY AND R.A. DUTHLER LAND SURVEYOR, LLC

Dated _____

ASSIGNMENT

- A. Perform research, field investigation, uncover or locate corner evidence and witnesses (find or establish.)
- B. Assemble all information into a corner dossier file with a cover sheet listing all potential sources with a chronological listing of reference material found.
- C. Submit the dossier (one copy) with four copies of the cover sheet to the County Surveyor not less than two weeks prior to the Peer Group Meeting. Each dossier must be bound in a manila folder that is clearly labeled and bound with a two-hole binder.
- D. Attach a list to the dossier of any and all surveyors that the monumentation surveyor believes have any conflicts with the position the monumentation surveyor is recommending.
- E. All original field notes used in determining and placing said corners shall be included in the dossier prior to payment approval.
- F. Attend Peer Group Meeting and present evidence found. Sufficient evidence must be presented to the Peer Group of the location of the government corners for their approval. Make recommendation for corner position. All evidence must be in the form as attached in exhibit "B" of this contract.
- G. Following ratification of corner position, place approved monument at that location and record a Land Corner Recordation Form with the Register of Deeds office. Said corner recordation shall be identified at the top of the form with the word "Remonumentation" and have the same presentation as the one attached in exhibit "C" of this contract.
- H. Ties to all adjacent remonumented corners or corners under contract shall be shown on the Act 74 Form.
- I. All quarter corners may include a witness tie to adjacent apparent centers of section, evidenced by occupation or monumentation in sections which are being closed.
- J. An approved file folder with all corner data included and bound in said folder shall be submitted to the County Surveyor at the completion of all work.
- K. Six (6) color photographs shall be included in the dossier. One of the found item, one of the new monument, and the four cardinal directions of the site.
- L. A sketch shall be included on the recording document with all adjacent recorded contract corners shown.
- M. Latitude and Longitude shall be recorded on the form to the standards set by the Office of Land Survey and Remonumentation.
- N. All points that fall within a hard surface roadway must be placed in a monument box (provided) Use a core diameter no greater than 1" larger than the largest diameter of the monument box. Grout the monument box in place using non-shrink grout to the full depth. Do not place grout in the monument box. Install monument boxes so neither the box nor the cover extends above the pavement surface. Cost of placement of the box is the responsibility of the contractor.

O. All land corners that fall off from the roadway must be a concrete monument of not less than 4" in diameter and 36" in length with a 1/2" by 36" iron rod in the center and have an approved Lapeer County Remonumentation Cap and be set to a depth of not less than 2.5 feet. Exceptions will be made where this is not practical.

Closing corners not falling on the township line shall be monumented on the township line and the historical corner shall also be monumented. Both positions shall be reported on the same LCRC form.

THIS CONTRACT IS FOR THE FOLLOWING 14 CORNERS:

ARCADIA TWP, T08N-R11E - G5, G6, G7, G8, G9, G10, G11 & G12
H7, H8, H9, H10, H11 & H12

TOTAL COMPENSATION FOR THIS CONTRACT IS \$19,600.00

RESEARCH	\$5,880.00
MONUMENTATION	\$13,720.00

PEER GROUP ATTENDANCE WHILE PRESENTING YOUR CONTRACT CORNERS IS INCLUDED IN THE PRICE PER CORNER. ADDITIONAL PEER GROUP PARTICIPATION WILL BE COMPENSATED AT \$150 PER MEETING AS LONG AS FUNDS ARE AVAILABLE.

PERIOD OF SERVICE

All work under this contract shall be completed by October 31, 2023. The Peer Group will meet periodically as sufficient corners are submitted to warrant a review meeting; however, all dossiers shall be submitted no later than September 22, 2023.

2023 GRANT AGREEMENT

This agreement is entered into by:

LAPEER COUNTY
255 CLAY ST,
LAPEER, MICHIGAN 48446
and
KENNEDY SURVEYING, INC.
105 N. WASHINGTON ST.
OXFORD, MI 48371

Terms and conditions are as follows:

DEFINITIONS

1. The term Grantor shall mean Lapeer County and the State of Michigan.
2. The term Grantee shall mean the Monumentation Surveyor (or anyone directly or indirectly employed by it).
3. The term Peer Group shall mean a committee of professional surveyors whose duty is to review all data on government corners and determine their correct locations.

TERMS

The Grantor intends to secure the surveying services as outlined in Exhibit A as attached. The standard of care for all surveying services furnished by the surveyor under the agreement will be the care and skill ordinarily used by members of the Grantee's profession under similar conditions at the same time and in the same locality. The Grantee shall provide and maintain public liability, property damage, and workers' compensation insurance while working for the Grantor. The insurance shall cover interests of all parties to this agreement, and all claims which may arise out of the Grantee's operations under this agreement. Certificate of Insurance with "Lapeer County" identified as Certificate Holder is required to be provided prior to commencement of work under this contract.

The Grantee is responsible for ensuring that precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The Grantee is responsible for compliance with all federal and state laws and municipal ordinances and regulations in any manner affecting the work performance of the agreement and shall always carefully observe and comply with all rules, ordinances, and regulations. The Grantee shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this agreement.

The Grantee agrees to comply with the following indemnification clause:

TO THE EXTENT THAT LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS COSTS, CHARGES AND EXPENSES ARE CAUSED BY ANY NEGLIGENT ACT, ERROR, OR OMISSION BY THE MONUMENTATION SURVEYOR OR (ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT) ARISING FROM THE SERVICES RENDERED BY THE MONUMENTATION SURVEYOR, THE MONUMENTATION SURVEYOR AGREES TO HOLD HARMLESS AND INDEMNIFY LAPEER COUNTY AND THE STATE OF MICHIGAN (AND ITS AGENTS AND EMPLOYEES) FROM AND AGAINST SAID LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, COSTS, CHARGES AND EXPENSES IMPOSED UPON THE GRANTEE.

The Grantor, or the Grantee, may terminate this agreement at any time in whole or in part by delivery of a Notice of Termination to the other party. Termination may be initiated due to funding reductions, the elimination of funds, or if the project in whole or part is no longer required because of identified efficiencies and/or economies. The Grantee shall be compensated for the State's share of all expenditures authorized by the grant budget incurred prior to the date of the Notice of Termination and for those financial obligations or purchase orders authorized by the grant budget that cannot be cancelled. In addition, this agreement can be terminated by the Grantor if the Grantee fails to comply with any of the provisions of this agreement.

Nothing in this agreement can be assigned by either party without the written approval and consent of the other party.

No member of the Legislature of the State of Michigan or any individual employed by the state shall be permitted to share in this agreement of any benefit that arises from it.

CONDITIONS FOR PAYMENT OF WORK:

This agreement requires that all survey work be performed in accordance with Act 345 of Public Acts of 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws and the County Plan as adopted by the State Survey Commission. From time to time the Peer Group will outline a specific procedure to recover or replace a government corner. It is required that its instructions be followed to the best of the Grantee's ability.

The County Surveyor will assign the government corner(s) to be installed by the Grantee.

The Grantee shall install the appropriate corner marker cap and shall file a Land Corner Recordation Certificate as required on the form provided with the 2023 Grant. One recordable copy of said Certificate shall be given to the Remonumentation Grant Administrator together with a statement for payment of work. Said statement shall be in accordance with the schedule of fees and charges approved by the Lapeer County Grant Administrator. Upon approval of the Lapeer County Grant Administrator, payment will be made.

ACCEPTANCE

Lapeer County and the Grantee, by signature below, acknowledge that they have read this agreement, understand it, and agree to all its terms and conditions. Execution of this agreement shall constitute a notice to proceed.

Accepted

Accepted

LAPEER COUNTY

SURVEYOR

By _____

By _____

Jackie Arnold

Huston Kennedy, P.S.

Title: Lapeer County Grant Administrator

Title _____

Witness _____

Witness _____

Date _____

Date _____

EXHIBIT "A" OF 2023 GRANT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
LAPEER COUNTY AND KENNEDY SURVEYING, INC.

Dated _____

ASSIGNMENT

- A. Perform research, field investigation, uncover or locate corner evidence and witnesses (find or establish.)
- B. Assemble all information into a corner dossier file with a cover sheet listing all potential sources with a chronological listing of reference material found.
- C. Submit the dossier (one copy) with four copies of the cover sheet to the County Surveyor not less than two weeks prior to the Peer Group Meeting. Each dossier must be bound in a manila folder that is clearly labeled and bound with a two-hole binder.
- D. Attach a list to the dossier of any and all surveyors that the monumentation surveyor believes have any conflicts with the position the monumentation surveyor is recommending.
- E. All original field notes used in determining and placing said corners shall be included in the dossier prior to payment approval.
- F. Attend Peer Group Meeting and present evidence found. Sufficient evidence must be presented to the Peer Group of the location of the government corners for their approval. Make recommendation for corner position. All evidence must be in the form as attached in exhibit "B" of this contract.
- G. Following ratification of corner position, place approved monument at that location and record a Land Corner Recordation Form with the Register of Deeds office. Said corner recordation shall be identified at the top of the form with the word "Remonumentation" and have the same presentation as the one attached in exhibit "C" of this contract.
- H. Ties to all adjacent remonumented corners or corners under contract shall be shown on the Act 74 Form.
- I. All quarter corners may include a witness tie to adjacent apparent centers of section, evidenced by occupation or monumentation in sections which are being closed.
- J. An approved file folder with all corner data included and bound in said folder shall be submitted to the County Surveyor at the completion of all work.
- K. Six (6) color photographs shall be included in the dossier. One of what was in place, one of the new monument, and the four cardinal directions of the site.
- L. A sketch shall be included on the recording document with all adjacent recorded contract corners shown.
- M. Latitude and Longitude shall be recorded on the form to the standards set by the Office of Land Survey and Remonumentation.
- N. All points that fall within a hard surface roadway must be placed in a monument box (provided) Use a core diameter no greater than 1" larger than the largest diameter of the monument box. Grout the monument box in place using non-shrink grout to the full depth. Do not place grout in the monument box. Install monument boxes so neither the box nor the cover extends above the pavement surface. Cost of placement of the box is the responsibility of the contractor.

O. All land corners that fall off from the roadway must be a concrete monument of not less than 4" in diameter and 36" in length with a 1/2" by 36" iron rod in the center and have an approved Lapeer County Remonumentation Cap and be set to a depth of not less than 2.5 feet. Exceptions will be made where this is not practical.

Closing corners not falling on the township line shall be monumented on the township line and the historical corner shall also be monumented. Both positions shall be reported on the same LCRC form.

THIS CONTRACT IS FOR THE FOLLOWING 13 CORNERS:

Oregon Twp, T08N-R09E - G1, G2, G3, G4, G6 & G7
H1, H3, H4, H6, H7 & H8
I8 (2 reference monuments)

TOTAL COMPENSATION FOR THIS CONTRACT IS \$18,200.00

RESEARCH	\$5,640.00
MONUMENTATION	\$12,740.00

PEER GROUP ATTENDANCE WHILE PRESENTING YOUR CONTRACT CORNERS IS INCLUDED IN THE PRICE PER CORNER. ADDITIONAL PEER GROUP PARTICIPATION WILL BE COMPENSATED AT \$150 PER MEETING AS LONG AS FUNDS ARE AVAILABLE.

PERIOD OF SERVICE

All work under this contract shall be completed by October 31, 2023. The Peer Group will meet periodically as sufficient corners are submitted to warrant a review meeting; however, all dossiers shall be submitted no later than September 22, 2023.

AGREEMENT BETWEEN

LAPEER COUNTY

AND

MR. STEVE THOMPSON, P.S.

This agreement is made and entered into this _____ day of _____, 2023 by and between Steve Thompson hereinafter referred to as "Thompson" and Lapeer County, hereinafter referred as the "County".

IT IS AGREED BETWEEN THE COUNTY AND THOMPSON AS FOLLOWS:

- 1.) Thompson will provide service to the Lapeer County Peer Review Group and the Lapeer County Surveyor as a consultant to review and advise on corners brought before the Peer Review Group.
- 2.) Thompson will function under the direction of the County Surveyor.
- 3.) Thompson's work services provided to the Peer Group will be in response to a request from the County Surveyor.
- 4.) Thompson understands that this contract does not constitute a guarantee of hours or of work assignment. Frequency of assignments and actual number of Peer Group meetings will vary.
Once assignments are established, Thompson is expected to work on the days assigned.
- 5.) Thompson understands that fees for meeting are limited to \$150 per meeting irrespective of length.
- 6.) Thompson understands that total funds available are limited by Grant amounts.

Date: _____

Lapeer County Finance Department

By: Jackie Arnold

Its: Director

Date: _____

Steve Thompson, P.S.

AGREEMENT BETWEEN

LAPEER COUNTY

AND

MR. RAY DAVIS, P.S.

This agreement is made and entered into this _____ day of _____, 2023 by and between Ray Davis hereinafter referred to as "Davis" and Lapeer County, hereinafter referred as the "County".

IT IS AGREED BETWEEN THE COUNTY AND DAVIS AS FOLLOWS:

- 1.) Davis will provide service to the Lapeer County Peer Review Group and the Lapeer County Surveyor as a consultant to review and advise on corners brought before the Peer Review Group.
- 2.) Davis will function under the direction of the County Surveyor.
- 3.) Davis' work services provided to the Peer Group will be in response to a request from the County Surveyor.
- 4.) Davis understands that this contract does not constitute a guarantee of hours or of work assignment. Frequency of assignments and actual number of Peer Group meetings will vary. Once assignments are established, Davis is expected to work on the days assigned.
- 5.) Davis understands that Fees for meeting are limited to \$150 per meeting irrespective of length.
- 6.) Davis understands that total funds available are limited by Grant amounts.

Date: _____

Lapeer County Finance Department

By: Jackie Arnold

Its: Director

Date: _____

Ray Davis P.S.

REQUEST FOR ACTION

91

DATE: 10 April 2023

X REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: BOC

FROM: Kathy Haskins, BSN, MPH

SUMMARY OF REQUEST / INFORMATION: Request approval of the Round 1 amendment of the FY 2023 VAAA Contract for various senior services. VAAA is requiring this be signed electronically.

ADDITIONAL INFORMATION: See attachment for changes to the contract.

CONTACT PERSON(S): Kathy Haskins and Wendy Brown

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

- FY 2023 Round 1 Amendment changes

DRAFT MOTION: Motion by _____, supported by _____, to authorize the Lapeer County Health Department Director/Health Officer to electronically accept the VAAA FY23 Round 1 Contract Amendment for various senior services, at no cost to the County's General Fund; and further, that a copy of the electronically submitted grant agreement be forwarded to the County Clerk to be filed as an official exhibit.

ATTACHMENTS YES X NO

VAAA FY 2023 Round 1 Contract Amendment

Lapeer County Health Department – Lapeer County

Service Category	Amount	Clients	Units
Congregate Meals	\$74,832	458	16,058
Proposed Changes ARP Title IIIC1 – \$28,178 Title IIIC1 – \$3,382 NSIP IIIC1 – (\$127)	31,433	192	6,745
Total Funding	\$106,265	650	22,803

Service Category	Amount	Clients	Units
Home Delivered Meals	\$273,541	274	84,687
Proposed Changes ARP Title IIIC2 – \$46,987 Title IIIC2 – \$19,304 St. HDM – (\$503) NSIP IIIC2 – (\$680) Consol. Approp. Act, 2021 Supp. Nutr. IIIC2 – \$20,538	85,646	86	26,516
Total Funding	\$359,187	360	111,203

Service Category	Amount	Clients	Units
In-Home Services	\$180,906	362	10,852
Proposed Changes ARP Title IIIB HM – \$5,000 ARP Title IIIB PC – \$13,000 St. Alt. PC – (\$118) St. In-Home HM – \$15,498 St. In-Home PC – \$23,511	56,891	114	3,412
Total Funding	\$237,797	476	14,264

Service Category	Amount	Clients	Units
In-Home Respite	\$52,044	136	3,122
Proposed Changes ARP Title IIIE – \$4,438 St. Respite – \$39 Title III E Respite – \$477	4,954	13	297
Total Funding	\$56,998	149	3,419

(10)

LAPEER COUNTY
Community Mental Health Center

1570 Suncrest Drive, Lapeer, Michigan 48446
(810) 667-0500 FAX: (810) 664-8728

Date: April 4, 2023

☒ Request for Action
☐ For Your Information
☐ Request for Information

To: Lapeer County Board of Commissioners - Regular Board Meeting

From: Lapeer County Community Mental Health

Summary of Request/Information:

Requesting transfer of \$89,661.33 from appropriation to expenditure, which represents second of the three transfers for the fiscal year 2022-2023. Please credit this money to general ledger account #222 990 695.(010-299).

Additional information:

1. The Lapeer County allocated \$268,984.00 to CMH as county match for the current fiscal year.
2. Motion #0323-005 approved by the Lapeer County Community Mental Health Services Board at its Board meeting on March 30, 2023 authorizing the CMH Director to make this request.

Contact person(s):

Lauren Emmons, Chief Executive Officer or
Inder Abrol, Finance Department



Background Information:

Requested transfer is based on total appropriation of \$268,984.00 for the fiscal year.

Supporting Documents:

None.

Draft Motion:

Move to transfer \$89,661.33, representing second of the three installments toward the annual allocation of \$268,984.00 from CMH appropriations to CMH expenditure.

Attachments: Yes _____ No X

11A

DATE: April 4, 2023

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: COMMITTEE OF THE WHOLE

FROM: Jackie Arnold, Interim County Controller/Administrator

SUMMARY OF REQUEST / INFORMATION: Request authorization to pay the March invoice from Shifman Fournier for labor related legal services.

BACKGROUND INFORMATION:

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Jackie Arnold and/or Doreen Clark

SUPPORTING DOCUMENTS: Legal Summary for Invoice #15203

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board to authorize payment to Shifman Fournier, PLC, in the amount of \$825.00 for labor related legal services rendered through March 31, 2023, to be paid from line item #101-239-801.020.

ATTACHMENTS YES X NO _____

Howard L. Shifman
Brandon Fournier
Robert Nyovich - Of Counsel



31600 Telegraph Road, Suite 100
Bingham Farms, MI 48025
Phone (248) 594-8700
Fax (248) 594-7080
shifmanfournier.com

VIA EMAIL ONLY

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

April 4, 2023

Jackie Arnold, Interim County Administrator
Controller & CFO
Lapeer County
255 Clay Street
Lapeer, MI 48446

Re: Lapeer County/Invoice for Services

Ms. Arnold:

Attached please find our invoice for services through March 31, 2023.

Invoice No. 15203

Lapeer County –	
General	\$ 420.00
Sheriff's Department	\$ 0.00
CMH	\$ 0.00
FOC	\$ 30.00
District Court	\$ 240.00
Health Department	\$ 0.00
911 MAPE	\$ 45.00
911 POAM	\$ 0.00
Non-Union	\$ 90.00

TOTAL DUE	\$ 825.00
------------------	------------------

Please make check payable to Shifman Fournier, PLC

118

RESOLUTION #2023-R03

TO ACCEPT THE DRYDEN CASEY PROJECT

M.D.N.R. SPARK GRANT AGREEMENT

Upon motion made by _____, seconded by _____,
the following Resolution was adopted:

BE IT RESOLVED, that Lapeer County, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the Lapeer County Board of Commissioners, does hereby specifically agree, but not by way of limitation, as follows:

1. To make available all funds necessary to complete the project during the project period and to provide a local match through a financial commitment and donation of eleven thousand four hundred and ninety two (\$11,492) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

COUNTY OF LAPEER)

I, Theresa M. Spencer, Clerk of the County of Lapeer, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Lapeer County Board of Commissioners at a meeting held on April 27, 2023.

Theresa M. Spencer
Lapeer County Clerk



Michigan Department of Natural Resources –Grants Management
**AMERICAN RESCUE PLAN ACT LOCAL PARKS AND TRAILS
MICHIGAN SPARK GRANT AGREEMENT**

This information is required by authority of Public Act 53 of 2022 to receive funds.

This Agreement is between Lapeer County in the county of Lapeer County, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT". The DEPARTMENT has authority to issue grants for the development of public outdoor recreation facilities under sections 602 and 603 of section 9901 of the Social Security Act of Public Law No. 117-2, known as American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021 <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The State of Michigan was awarded \$6.54 billion dollars under SLFRF. In section 452 of Public Act 53 of 2022, the State of Michigan Legislature appropriated funds to the DEPARTMENT for an ARPA grant to the GRANTEE. The Federal Award ID Number (FAIN) for these funds is FAIN #: SLFRP0127. The Catalog of Federal Domestic Assistance (CFDA) Number for SLFRF funds is CFDA #: 21.027.

The GRANTEE is identified as a subrecipient to the ARPA funds identified within this agreement. Each eligible subrecipient must maintain an active SAM registration throughout the period of performance. The SAM website is <https://sam.gov/content/home>.

Project Title: Polly Ann Trail

Total Available Grant Amount: \$287,300.00

Match Amount: _____ Match Percent: 4% Grant Percent: 96%

Start Date: 3/20/2023 End Date: October 31, 2026

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein. **Funds must be obligated by GRANTEE into third party contracts by December 31, 2024 and expended by October 31, 2026.**

The description and purpose of the project is to pave an existing 1.3 section of the Polly Ann Trail in Dryden Township with crushed limestone.

This Agreement is not effective until the GRANTEE has signed it, returned it to the DEPARTMENT, and the DEPARTMENT has signed it. The Agreement is considered executed when signed by the DEPARTMENT. Applicable amendments to this agreement may include adjustments to the grant amount (section 15), eligible expenditures or scope items (section 9), or project boundary (section 2), or other purposes at the discretion of the DEPARTMENT, and must be initiated by the DEPARTMENT or requested in writing by the GRANTEE. Amendments shall only be validated by the review and execution of both parties.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED:

By [Print Name]: _____

Title: _____

Organization: _____

Date: _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

By [Print Name]: _____

Title: _____

Organization: _____

Date: _____

Date of Execution by DEPARTMENT

Unique Entity Identifier (UEI)

CV0048174

SIGMA Vendor Number

043

SIGMA Address ID

Phone: 517:284-7268

Email: dnr-grants@michigan.gov

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through <https://migrants.intelligrants.com/>, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Lapeer County

Organization

255 Clay Street

Address

Lapeer, Michigan, 48446

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

Samantha Davis

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

(517) 599-4450

Telephone Number

daviss46@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number ARPA-0479 must be uploaded to MiGrants. The Agreement together with the referenced documents in MiGrants and Appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. Grant funds are made available to the GRANTEE through a grant by the DEPARTMENT.
4. The budget period and time period allowed for project completion is from the **date Agreement executed by the DEPARTMENT** through **October 31, 2026**, hereinafter referred to as the "project period."
5. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
6. The award permits the use of SLFRF to cover indirect costs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).
7. The award permits the use of SLFRF to cover administrative costs; 5% of the grant award amount is allowable to be administrative costs, which are required to be reported on as project expenditures. The administrative costs are considered a project-specific expenditure.
8. The award is not for Research and Development.
9. The Eligible SLFRF expenditures under this project include:

- a. Budget Categories
 - i. Pre-Planning
 - Administration
 - Construction
 - Equipment
- b. Project Scope
 - i. Trail 8' wide or more
 - Trail 8' wide or more

10. Use of Funds Restrictions:

- a. First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.
 - b. Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.
 - c. Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).
11. Any funds received under the authorizing legislation for this program expended by the recipient in a manner that does not adhere to the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined by the DEPARTMENT that a recipient receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation. All subawards are subject to future audits and eligible applicants must allow the State of Michigan, any of its duly authorized representatives and/or State of Michigan's Office of the Auditor General access to the eligible applicant's records and financial statements to ensure compliance with Federal statutes, regulations, and the terms and conditions of the grant award.
12. US Treasury identified 83 unique expenditure requirements and each SLFRF project must be aligned to one expenditure category. For this project, the applicable expenditure category identified by the DEPARTMENT is: EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety. All expenditures must fit within the expenditure category above and be tracked accordingly.
13. The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted for with supporting documentation. Recipients shall maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit. The following is a summary of Uniform Guidance provisions that have been identified as significant. Applicants must review the eCFR Uniform Guidance at https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for complete requirements.
14. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (Uniform Guidance). In all instances, recipients shall review the Uniform Guidance requirements applicable to recipient's use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of recipient's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued April 2, 2022).

15. The DEPARTMENT will:

- a. Grant to the GRANTEE a sum of money equal to **\$287,300.00**, which is the total eligible cost of the project including items identified in section 9, but in any event not to exceed **\$302,300.00**, which is the total amount obligated by this action.
- b. Grant these funds in the form of advance requests to the GRANTEE for eligible future costs and expenses incurred as follows:
 - i. GRANTEE may request up to fifty percent (50%) of the approved grant amount as an advance prior to incurring costs of the eligible expenses incurred by the GRANTEE up to ninety percent (90%) of the maximum reimbursement allowable under the grant. Advance amount request must be reasonable and necessary for the success of the project and only include what will be spent in the current fiscal year. The entire advance amount must be earned and documented on a reimbursement request before additional payments will be made to the GRANTEE. Once an advance is fully earned, an additional advance may be requested.
 - ii. Advance requests must be submitted in writing. A justification for the advance amount requested is required and only include what will be spent in the current fiscal year. Advances may be approved at a lower amount than requested or denied.
 - iii. Additional advances will be made only upon DEPARTMENT review and approval of documentation submitted by the GRANTEE which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, electronic fund transfers and/or other items identified and provided by the GRANTEE.
 - iv. GRANTEE shall maintain and make available to the State of Michigan and/or the U.S. Department of Treasury, Office of Inspector General, upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act as amended, (42 U.S.C. 801(d)). Records shall be maintained for a period of five (5) years after final payment is made using SLFRF monies. These record retention requirements are applicable to prime recipients and their grantees and subgrant recipients. Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:
 - general ledger and subsidiary ledgers used to account for (a) the receipt of SLFRF payments and (b) the disbursements from such payments to meet eligible expenses related to the COVID-19 public health emergency or its negative economic impacts;
 - budget records;
 - payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the COVID-19 public health emergency or its negative economic impacts;
 - contracts and subcontracts entered into using SLFRF payments and all documents related to such contracts;
 - grant agreements and grant subaward agreements entered into using SLFRF payments and all documents related to such awards;
 - all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipients and subrecipients;
 - all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
 - all internal and external email/electronic communications related to use of SLFRF payments; and
 - all investigative files and inquiry reports involving SLFRF payments.
 - v. The DEPARTMENT may conduct an audit of the project's financial records upon approval of the final request by DEPARTMENT financial staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - vi. Adhere to Single Audit requirements that state recipients and subrecipients that expend more than \$750,000 in Federal awards during the GRANTEE's fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and their subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
 - vii. Adhere to Auditee Responsibilities outlined in 2 CFR 200.508. The auditee must:
 - procure or otherwise arrange for the audit, if required;
 - prepare appropriate financial statements, including the schedule of expenditures of Federal awards;

- promptly follow up and take corrective action of the audit findings;
- provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

viii. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

16. The GRANTEE will:

- a. Adhere to all additional provisions which are included in this agreement regarding the SLFRF. Payments from the SLFRF may only be used to cover expenses that are responding to the public health and negative economic impacts of the pandemic (which includes several sub-categories).

Usage of these funds must comply with the federal requirements of the SLFRF. The purpose of Michigan Spark Grants is to modernize local parks and develop new local public recreation opportunities. Scope of work shall include the development, renovation, or redevelopment of public recreation facilities, and the provision of recreation-focused equipment and programs at public recreation spaces. Awarded grants must align with EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety and community projects with the overall intent to promote and enhance public recreation, equity, tourism, and economic development and recovery from the COVID-19 pandemic.

GRANTEE will be expected to coordinate, not to supplant, funding with other partners, Agency local office, and other SLFRF funding.

SLFRF can fund expenses and services accrued during the pandemic; however, the cost incurred to address the eligible uses of SLFRF must have occurred after October 1, 2022, see section b below. **Funds must be obligated by GRANTEE into third party contracts by December 31, 2024 and expended by October 31, 2026.**

SLFRF is federal funding and, as such, funds from this project cannot be used to pay expenses that will be or have been reimbursed by another federal program.

Treasury's Final Rule also provides more information on important restrictions on use of SLFRF award funds:

- i. Recipients may not deposit SLFRF funds into a pension fund;
 - ii. Recipients may not use SLFRF funds as non-Federal match where prohibited;
 - iii. In addition, the Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Final Rule for more information on these restrictions.
- b. Pre-award eligible expenditures are allowed in the areas of administration, planning, design and engineering if they are directly related to the project and were incurred after October 1, 2022.
 - c. Complete construction of the project facilities to the satisfaction of the DEPARTMENT including but not limited to the following:
 - i. Competitively bid, following 16.c.v, and then retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days of execution of this Agreement, and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as

determined by the GRANTEE'S Prime Professional.

- v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
- vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
- vii. Comply with legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.
- viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- ix. Comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- x. Comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer

or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- d. Operate the project facilities for a minimum of twenty-years, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. Provide to the DEPARTMENT upon request, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. Adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. Maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - h. Should the GRANTEE convey any portion of the awarded funding to a subrecipient in a pass-through manner, GRANTEE must ensure that all requirements outlined in this Agreement are adhered to. Every subaward is to be clearly outlined in a secondary agreement between the GRANTEE and the subrecipient which includes the minimum information identified in Appendix A at the time of the subaward and if any of the project elements change, include the changes in subsequent subaward modification. If any of this required information is not available at the time of the subaward, the subrecipient must provide the best information available to describe the Federal award and subaward.
17. With this project having match, the GRANTEE will:
- a. Immediately make available all funds required to complete the project and to provide in local match. This sum represents 4% of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
18. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered under the terms of this Agreement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
19. All recipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in the compliance and reporting guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Recipients shall appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, recipient must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. See Part 2 of this guidance for a full overview of recipient reporting responsibilities. There are two types of reporting requirements that subrecipients must report against each quarter – project and expenditure requirements and programmatic data requirements. The DEPARTMENT contact will provide additional details on the specific requirements including a detailed reporting plan and template based on the reporting requirements specific to your program and the expenditure category. SLFRF expenditure categories also determine the reporting requirements for the programmatic data report. This information and associated templates will be communicated to you in the reporting plan which will inform the programmatic data requirements.
20. To be eligible for funding, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a project and expenditure report every 90 days during the project period.

Reporting Period	Report Due Date
------------------	-----------------

Any allowable pre-award costs after October 1, 2022	March 25, 2023
Project Execution – March 15, 2023	March 25, 2023
March 16, 2023 – June 15, 2023	June 25, 2023
June 16, 2023 – September 15, 2023	September 25, 2023
September 16, 2023 – December 15, 2023	December 25, 2023
December 16, 2023 – March 15, 2024	March 25, 2024
March 16, 2024 – June 15, 2024	June 25, 2024
June 16, 2024 – September 15, 2024	September 25, 2024
September 16, 2024 – December 15, 2024	December 25, 2024
December 16, 2024 – March 15, 2025	March 25, 2025
March 16, 2025 – June 15, 2025	June 25, 2025
June 16, 2025 – September 15, 2025	September 25, 2025
September 16, 2025 – December 15, 2025	December 25, 2025
December 16, 2025 – March 15, 2026	March 25, 2026
March 16, 2026 – June 15, 2026	June 25, 2026
June 16, 2026 – September 15, 2026	September 25, 2026
September 16, 2026 – October 1, 2026	October 31, 2026

- b. Submit a complete request for final reimbursement including final reporting documents, within **90 days of project completion and no later than October 31, 2026**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
 - c. All funds that have not been **obligated by GRANTEE into third party contracts by December 31, 2024** must be returned to the State of Michigan by April 1, 2025.
21. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any eligible uses of funding as identified in section 9. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion and within the twenty-year useful life period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change from the current recreational use of the project area.
 22. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
 23. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information.
 24. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
 25. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement within the twenty-year useful life period.

26. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the twenty-year useful life period, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT.
27. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area within the twenty-year useful life period to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
28. Should title to the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain within the twenty-year useful life period, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.
29. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action will be taken by the GRANTEE as part of the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
30. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
31. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits, and remain in compliance with such permits.
32. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period prior to public use of the property, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
33. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the

AMERICAN RESCUE PLAN ACT AGREEMENT

DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

34. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
35. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
36. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
37. The GRANTEE is responsible for the use and occupancy of the premises, the project area, and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area, and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area, and the facilities thereon.
38. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this Agreement.
39. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT; and/or
 - d. Require repayment of grant funds paid to GRANTEE; and/or
 - e. Require specific performance of the Agreement.
40. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT shall honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
41. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
42. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
43. The GRANTEE agrees that any funds received under this grant and expended in a manner that does not comply with the American Rescue Plan Act (Public Law 117-2) and the regulations and guidance promulgated thereunder the Uniform

AMERICAN RESCUE PLAN ACT AGREEMENT

Guidance (2 CFR 200), Michigan state law and regulations, and/or the terms and conditions of this award, as applicable, shall be returned to the State of Michigan. Should any grant funds that are provided by the State of Michigan under this agreement found to be based on incomplete, inaccurate, nonqualifying, or fraudulent information, in whole or in part, all grant funds provided to the recipient shall be returned to the State of Michigan. SLFRFs provided by the State of Michigan must adhere to the US Department of Treasury's Interim and Final Rule, and such other federal regulations and federal guidance as may be issued regarding use of funds, eligible expenditures and proper grant administration. In accordance with the Uniform Guidance (including but not limited to, sections §200.332 and §§200.339-200.343), the State of Michigan reserves the right to monitor the recipient and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the grant agreement and return of funds previously provided to the recipient. Any amounts subject to recovery must be repaid within 120 calendar days of receipt of any notice of recoupment.

44. The GRANTEE will take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality in accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a).
45. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
46. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
47. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
48. The rights of the DEPARTMENT under this Agreement shall continue through and until the expiration of the twenty-year useful life period.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is attached.

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$ _____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Date

Appendix A
CFR 200.331 – 200.333 Subrecipient Pass-through Monitoring and Management Requirements

- A. GRANTEE shall ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
1. Federal award identification.
 - a. Subrecipient name (which must match the name associated with its unique entity identifier)
 - b. Subrecipient's unique entity identifier
 - c. Federal Award Identification Number (FAIN)
 - d. Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency
 - e. Subaward Period of Performance Start and End Date
 - f. Subaward Budget Period Start and End Date
 - g. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
 - h. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
 - i. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity
 - j. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
 - k. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity
 - l. Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement
 - m. Identification of whether the award is R&D; and
 - n. Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414
 2. All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award
 3. Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports
 4. (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:
 - a. The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this

rate, but may elect to do so;

b. The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

5. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and

6. Appropriate terms and conditions concerning closeout of the subaward.

B. GRANTEE shall evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

1. The subrecipient's prior experience with the same or similar subawards;

2. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program

3. Whether the subrecipient has new personnel or new or substantially changed systems; and

4. The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

C. GRANTEE shall consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.

D. GRANTEE shall monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

1. Reviewing financial and performance reports required by the pass-through entity.

2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.

3. Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.

4. The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

E. Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

1. Providing subrecipients with training and technical assistance on program-related matters; and
 2. Performing on-site reviews of the subrecipient's program operations;
 3. Arranging for agreed-upon-procedures engagements as described in § 200.425.
- F. GRANTEE shall verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.
- G. GRANTEE shall consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- H. GRANTEE shall consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.
- I. Fixed amount subawards, with prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in § 200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

Dryden Casey Project

Polly Ann Trail Development Resolution

(Between Casey and Dryden Roads)

WHEREAS, Dryden Township supports the submission of an application titled, "Dryden Casey Project" to the Spark grant program for the development of the Polly Ann Trail from Dryden Road to Casey Road; and,

WHEREAS, the proposed application is supported by the Community's 5-Year Approved Parks and Recreation Plan; and,

WHEREAS, Dryden Township has made a financial commitment to the project in the amount of \$5,000.00 matching funds, in cash and/or force account; and,


AYES: 5

NAYES: 0

ABSENT: 0

MOTION APPROVED.

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by Dryden Township of Lapeer County at their regular meeting on 13th day of December 13, 2022, at 7 p.m. in Dryden Twp. with a quorum present.



Clerk

Dated: 12/13/2022

Friends of the Polly Ann Trail of Lapeer County
Regular Meeting Minutes
December 15, 2022

The meeting was held on December 15, 2022 at the Lamb Steele Building in Imlay City, Michigan.

CALL TO ORDER

Chairman, David Howell, called the meeting to order at 7:11 p.m.

BOARD PRESENT

David Howell, Carrie Spencer, Cynthia Stroebe, and Dave VandenBerghe

BOARD ABSENT

Deb Stallings, Barb Yockey, Frank Demske, Miriam Marcus, and Ken Baginski

Others present: Bryan Zender

- I. **Pledge of Allegiance** – everyone stood for the Pledge of Allegiance to the United States of America.
- II. **Agenda** – Agenda could not be approved – No quorum.
- III. **Minutes** – Cynthia was having technical difficulties, and was unable to present the October Board minutes.
- IV. **Financial Report** – David presented the financial report as of December 15, 2022.

Operating Account	\$16,737.05
Special Account	\$7,698.50
Reserve Account	\$10,754.36
Trailhead Account	\$12,501.01
Grant Account	\$39,834.77
PayPal	\$5,145.05
TOTAL	\$92,670.74

There were some debits to the Operating Account: first installment for payment to the grant writing firm (Mission Lift), Dave VandenBerghe maintenance reimbursement, and costs attributed to end-of-the-year mailings.

Financial report could not be approved – No quorum.

V. **Business**

A. **Board Issues**

- 1. **Board Vacancies (2)** – Elections will happen during the February meeting with select board members.
- 2. **Board Resolution** – The Friends of the Polly Ann Trail agrees to pay Mission Lift the sum of \$3200 to write a Michigan Spark Grant for \$285,000 for a development project

on the Polly Ann Trail, to be delivered before December 19. Passed by an 8-0 email vote, November 23, 2022.

3. **Board Resolution** – The Friends of the Polly Ann Trail hereby authorizes the pledge of a grant match of up to \$10,000 to accompany the application for the development of the Polly Ann Trail from Dryden Road to Casey Road. Passed by an 8-0 vote, November 29, 2022.

4. **Work Done on Michigan Spark Grant**

- A. **Narrative** – This grant is proceeding very quickly. David H. is working very closely with the grant writing team, and meets with them frequently. With all the added information and details, the nine page application has increased to 21 pages. Thanks for all your hard work, David.

- B. **Letters of Support** – In total, there were nine letters of support (Friends of Polly Ann, Seven Ponds, an insect group, LCCF, 4CCF, Six Rivers Land Conservancy, Dryden Township, Dryden Village, and Imlay City). Dryden Township also pledged \$5,000 for a match for the grant.

- C. **Submission** – The grant will be submitted on December 16, 2022. It is hoped that the awards will be announced as early as late January.

5. **Donation Letters – Lifetime Members** – David has already sent out the end-of-year letters for donation requests to Lifetime Members.
6. **Donation/membership Letters** – These letters will be sent out soon. There are 192 names on this mailing list asking for membership renewal and/or donation.
7. **Trail Cameras in Imlay City** – Imlay City will install the cameras and Vlasic will cover the cost.
8. **No Motorized Vehicle Signs** – 75 percent of the signs have been placed and posted.
9. **Trail Maintenance Expenses** – A summary of maintenance report presented by Dave V. The bridge between Sutton and Hunters Creek Roads has been repaired with the help of Kirt and Jeff. Justin Evans fixed the cement culvert north of Dryden Road. He reconnected the tile and rebuilt the side of trail with material donated by Cory Plumb. Dave installed a safety barrier south of Dryden Road because of a steep drop-off that wasn't there in the summer. He is removing brush and dead trees with backhoe south of Dryden Road, and will be ditching in this area. A cement culvert needs to be replaced between the Connector Trail and Casey Road because of a large hole created from the cracked culvert. Limestone has been placed before and after the bridges in this area. Priehs Asphalt is willing to donate a semi-truck load of reground to the trail on Almont Road when they are in the area. During the winter months, Dave will be working north of Bowers Road on his backhoe. There is concern with working on this portion of the trail because homeowners take offense to any trail maintenance being done there. He will need to put his backhoe in a safe overnight location while working there. There is a need for the gate to be put back up on the trail north of Dryden Road. People are dumping their garbage there. Thanks Dave for your continued hard work! **Trail Maintenance expenses will have to be discussed at the next board meeting.**

B. Lapeer County Report

1. **Trail Development Proposals** – David meets with DNR once a month to keep this moving forward.
 2. **Trail Maintenance Update** – No update
 - C. **Imlay City Trailhead** – Nothing new to report.
 - D. **Website** – Nothing to report
 - E. **Facebook** – Nothing new to report
 - F. **Membership Report** – David reported that there are about 65 members. This number has not changed of the last couple of months.
 - G. **Questions, Comments, Announcements** – Bryan Zender reported that county controller, Quentin Bishop, will be leaving the county this December. The County Commission will start their search for a new controller. This may take two months or so, but there will be an interim county controller in the meantime. The county has six new commissioners, and Bryan is not sure if he will continue to be our liaison. The new commissioner for Imlay City, Truman Mast, may become the new liaison.
- VI. **Adjournment** – Meeting was adjourned at 8:13 p.m.

Respectfully submitted,
Carrie Spencer, Secretary

11c

REQUEST FOR ACTION

DATE: April 7, 2023

_____ REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: COMMITTEE OF THE WHOLE

FROM: Jackie Arnold, Interim County Controller/Administrator

SUMMARY OF REQUEST / INFORMATION: Request to approve the Independent Contractor Agreement for the Managed Assigned Counsel Administrator over the Indigent Defense Program. This agreement is for the partial term of May 1st through September 30th, which is the term of the current grant. Attorney Paulette Michel, who has been our MACC since we started the program in 2017, gave us notice that she will be leaving as of May 1st as she has been appointed to the Chief Public Defender for Oakland County.

ADDITIONAL INFORMATION: The County posted the contractual position and both Ms. Michel and the Courts would like to appoint Kayl

CONTACT PERSON(S): Jackie Arnold

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Proposed Interlocal Agreement

DRAFT MOTION: Motion by _____, supported by _____ to recommend to the Full Board to approve the attached Independent Contractor Agreement for the Managed Assigned Counsel Administrator between the County of Lapeer and Attorney Kayleen Hendler, for the County's Indigent Defense Program, effective the partial term of May 1st through September 30th, 2023 which is the term of the current grant; and further, to authorize the Interim County Controller and Chairman to sign said agreement.

ATTACHMENTS YES xx NO _____

LAPEER COUNTY INDIGENT DEFENSE

MANAGED ASSIGNED COUNSEL ADMINISTRATOR
SERVING THE 40TH CIRCUIT COURT AND 71A DISTRICT COURT

INDEPENDENT CONTRACTOR AGREEMENT

Partial Year: May 1, 2023 – September 30, 2023

Agreement made the date hereinafter set forth by and between the **County of Lapeer**, a Municipal Corporation, (255 Clay Street, Suite 301, Lapeer, MI 48446) hereinafter referred to as the "County" and **Kayleen Hendler, Attorney and Counselor at Law, PO Box 476, Lapeer, MI 48446**, Managed Assigned Counsel Administrator, hereinafter referred to as "Counsel Administrator."

1. **Services to be Performed** – The Counsel Administrator agrees to administer the County's indigent criminal defense programs – See Attachment A for Scope of Services.
2. **Payment** – In consideration for the services to be performed by the Counsel Administrator, the County agrees to pay an annual payment, based on the State Fiscal Year ending September 30th, in equal monthly amounts during the term of the contract as follows, unless earlier terminated:

Fiscal Year 2023 Weekly Rate: \$1,384.61

Counsel Administrator shall be paid within a reasonable time after Counsel Administrator submits a monthly invoice to Lapeer County. The invoice must include an invoice number, dates covered by the invoice, and a summary of the work performed with the understanding that the County issues Accounts Payable payments on a bi-weekly schedule (see attached A/P schedule).

3. **Expenses** – Counsel Administrator shall be responsible for all expenses incurred while performing services under this Agreement, including but not limited to, automobile, truck or other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; fuel; phone; and any other compensation paid to employees or subcontractors.
4. **Vehicle and Equipment** – Counsel Administrator will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Counsel Administrator will not require the County to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.
5. **Independent Contractor Status** – Counsel Administrator is an independent contractor and neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors, if any, shall be deemed County employees. In its capacity as independent contractor, the Counsel Administrator agrees as follows:

- a) This agreement with the County is not exclusive, and Counsel Administrator has the right to perform services for others during the term of this Agreement, provided such service does not impair or delay his or her ability to perform obligations to the County under this Agreement.
- b) Counsel Administrator has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed, provided such services under this Agreement are timely.
- c) Counsel Administrator has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement providing such subcontractors and employees are properly licensed and/or qualified to perform the services included under this Agreement.
- d) Neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors shall be required to wear any uniforms provided by the County.
- e) The services required by this Agreement shall be performed by the Counsel Administrator, Counsel Administrator's employees or subcontractors and the County shall not hire, supervise or pay any Counsel Administrator employees or subcontractors for services under this agreement.
- f) Neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors shall receive training from the County in the professional skills necessary to perform the services required by this Agreement.
- g) Neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors shall be required by the County to devote full time to the performance of the services required by this Agreement. However, Counsel Administrator agrees that the services provided under this Agreement will be performed in a timely manner.

6. Business Licenses, Permits, and Certificates – Counsel Administrator represents and warrants that Counsel Administrator and Counsel Administrator's employees and subcontractors, if any, will comply with all federal, state, and local laws requiring driver's and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement. Counsel Administrator shall maintain membership at all times with the State Bar of Michigan as an active attorney and shall solely be responsible for the payment of Administrator's dues as an active attorney. In the event that the Counsel Administrator shall no longer be an active member of the State Bar of Michigan by becoming an inactive or emeritus member, or if Counsel Administrator's license to practice law is revoked or disbarred, this Agreement shall immediately terminate. In the event that the Counsel Administrator's license to practice law becomes suspended, for any reason other than for the failure to pay membership dues on a timely basis, any sums due and owing to the Counsel Administrator for services rendered shall be withheld until such time as confirmation of the reinstatement of the license to practice law is provided to the County Administrator.

7. State and Federal Income Taxes – The County will not withhold FICA (Social Security and Medicare taxes) from Counsel Administrator payments or make FICA payments on Counsel Administrator's behalf or on behalf of Counsel Administrator's employees or subcontractors, or make state or federal unemployment compensation contributions on Counsel Administrator's behalf or on behalf of Counsel Administrator's employees or subcontractors, or withhold state or federal income tax from Counsel Administrator's payments on Counsel Administrator's behalf or on behalf of Counsel Administrator's employees or subcontractors.

Counsel Administrator shall pay all taxes incurred on its behalf or on behalf of Counsel Administrator's employees while performing services under this Agreement, including all applicable income taxes and, if Counsel Administrator is not a corporation, self-employment (Social Security) taxes. Upon demand, Counsel Administrator shall provide the County with proof that such payments have been made.

8. Fringe Benefits – Counsel Administrator understands that neither the Counsel Administrator nor Counsel Administrator's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the County

9. Unemployment Compensation – The County shall make no state or federal unemployment compensation payments on behalf of Counsel Administrator or Counsel Administrator's employees or subcontractors, if any. Neither Counsel Administrator, nor Counsel Administrator's employees or subcontractors, if any, will be entitled to these benefits in connection with work performed under this Agreement.

10. Workers' Compensation – The County shall not obtain workers' compensation insurance on behalf of Counsel Administrator or Counsel Administrator's employees or subcontractors, if any. If Counsel Administrator hires employees to perform any work under this Agreement, Counsel Administrator will be solely responsible for any workers' compensation insurance to the extent required by law and Counsel Administrator will provide Lapeer County with a certificate of workers' compensation insurance before the employees begin the work. Similarly, if Counsel Administrator hires subcontractors to perform any work under this Agreement, Counsel Administrator will ensure the subcontractors have workers' compensation insurance to the extent required by law and Counsel Administrator will provide the County with a certificate of workers' compensation insurance before any work is performed by any subcontractor.

11. Insurance – The County shall not provide insurance coverage of any kind for Counsel Administrator or Counsel Administrator's employees or subcontractors. Counsel Administrator shall obtain the following insurance coverages, which must be purchased from companies licensed to do business in the State of Michigan, and maintain same during the entire term of this Agreement:

- a) Automobile liability insurance for each vehicle used in the performance of this Agreement;
- b) Comprehensive lawyer's professional liability.

Before commencing any work, Counsel Administrator shall provide the County with proof of this insurance and with proof that the County has been made an additional insured under the policies. Similarly, Counsel Administrator shall require that any subcontractor hired by them obtains automobile liability insurance and comprehensive or commercial general liability insurance in the same amounts stated above and that the County is made an additional insured under the policies. Before any subcontractor commences any work, Counsel Administrator shall provide the County with proof of subcontractors' insurance.

12. Indemnification – Notwithstanding any other provision in this Agreement, Counsel Administrator shall indemnify, defend and save harmless the County, its officers, agents, employees, attorneys and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees occurring or resulting from any act or omission of the Counsel Administrator or its officers, agents, employees, subcontractors, successors and/or assigns arising out of or pursuant to this Agreement without regard to the negligence of the Counsel Administrator.

13. Modifying the Agreement – This Agreement may not be modified except by amendment reduced to writing and signed by Lapeer County and the Counsel Administrator.

14. Term of Agreement – This Agreement is for a partial period of FY 2023 due to a resignation and will become effective May 1, 2023, and will terminate on September 30, 2023.

15. Termination – The County shall be entitled to terminate the Agreement immediately if Counsel Administrator shall be in default under this Agreement. Said default would occur if Counsel Administrator shall fail to comply with any provision of this Agreement or commits misfeasance, malfeasance, or nonfeasance in their performance of the duties under the Agreement. Should this occur, the County shall be obligated to compensate the Counsel Administrator for services already earned under this Agreement.

Other than as provided above, both parties shall give sixty (60) days written advance notice in the event they desire to terminate this Agreement. Such written notice shall be provided to the County Administration Office, for the County and to the Counsel Administrator if the County so elects termination.

This Agreement does not apply to any work or job performed by the Counsel Administrator, Counsel Administrator's employees or subcontractors for any other governmental entity, corporation, partnership, business venture or self-employment opportunity and shall not be construed as any partnership or joint venture, but instead is merely a contract for services rendered to the County.

16. Binding Effect – This agreement shall become effective when signed by all parties and shall be binding on the parties, their successors and assigns.

17. Entire Agreement – This Agreement sets forth the entire understanding between the Counsel Administrator and the County with respect to the subject matter of this Agreement, and supersedes any other undertakings and agreements, whether oral or in writing, previously entered into by them with respect to Counsel Administrator's duties. Counsel Administrator represents that, in executing this Agreement, Counsel Administrator does not rely on and has not relied upon any representation or statement not set forth in this Agreement made by the County with regard to the subject matter or effect of this Agreement or otherwise.

18. No Waiver – The County's failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available in equity or at law.

19. Severability of Provisions – Each provision in this Agreement is separate. If any provisions of this Agreement are ever held by a court to be unreasonable, the parties agree that, at the County's sole discretion, this Agreement shall be enforced to the extent it is deemed to be reasonable and in such a manner as to afford the County the fullest protection commensurate with making this Agreement, as modified, legal and enforceable under applicable laws, and the balance of this Agreement shall not be affected, the balance being construed as severable and independent.

20. No Assignment – Neither party may assign this Agreement without the prior written consent of the other party.

21. Section Headings – Section headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

22. Governing Law – This Agreement shall be governed by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the _____ day of _____, 2023.

Tom Kohlman, Chairman
Lapeer County Board of Commissioners

DATE

Jackie Arnold, Interim County Controller/Administrator

DATE

Kayleen Hendler, Attorney
Manager Assigned Counsel Administrator

DATE

**LAPEER COUNTY
ADMINISTRATION/CONTROLLER'S OFFICE
MANAGED ASSIGNED COUNSEL COORDINATOR**

General Summary

Under the direction of the County Controller/Administrator, the Managed Assigned Counsel Coordinator is responsible for operating the county's managed assigned indigent criminal defense program to ensure that adult defendants receive competent legal representation in criminal proceedings. The Administrator is responsible for screening, selecting and maintaining a roster of eligible attorneys in coordination and consultation with the judges of the Lapeer County Trial Courts for case assignment, evaluating attorney performance, maintaining payments, authorizing investigative resources and performing other duties associated with the provision of competent and consistent legal representation.

Essential Functions

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Manages the county's public criminal defense operation separate from the court including budgeting, planning, and general administration. Provides the County Controller/Administrator with ongoing reports regarding caseload, legal resources and costs.
2. Supervises any support staff, if available. Maintains responsibility for directing day-to-day operation workload of personnel, evaluates performance, and assures necessary training and professional development. Recommends disciplinary action according to established procedures.
3. Oversees indigency eligibility screening for assigned counsel based on income and other available assets. Follows baseline criteria ensuring that procedures are consistently applied.
4. Identifies attorneys that are qualified to accept assignments. Ensures that interested attorneys meet the MIDC standards established for legal providers - including but not limited to basic skills and annual training requirements.
5. Maintains a roster of qualified attorneys in coordination and consultation with the judges of the Lapeer County Trial Courts, makes case assignments, and oversees scheduling of counsel. Monitors cases and the performance of assigned attorneys. Establishes a system for the Court to utilize to report attorney performance to be reviewed jointly by the Administrator and representatives designated by the Chief Judge, at least annually.
6. Approves the use of investigators, experts and other resources required for particular cases and assigned counsel.

LAPEER COUNTY
ADMINISTRATION/CONTROLLER'S OFFICE
MANAGED ASSIGNED COUNSEL COORDINATOR

7. Reviews, approves and handles vouchers for payment to assigned attorneys, investigators, experts and other expenditures associated with particular cases.
8. Resolves non-grievance matters between defendants, and assigned counsel and the courts, including administratively reassigning counsel when appropriate.
9. Assists with the coordination of compliance with the MIDC standards, including annual grant requests for funding compliance plans.
10. Attends legal conferences and seminars to stay current on legal issues, updates administrative techniques regarding public defender requirements and other legal matters.
11. Performs other duties as directed.

Minimum Qualifications/Experience

Must have a Juris Doctor degree and licensed to practice law in the State of Michigan and a member in good standing with the Michigan Bar Association.

At least 5 years of progressively more responsible experience in the practice of criminal defense or the equivalent. The County, at its discretion, may consider an alternative combination of formal education and work experience.

Must possess a valid Michigan Operator's License.

The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job- related selection or promotional criteria.

Physical Requirements:

[This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:

- Ability to communicate in person and by telephone.
- Ability to enter and retrieve information from computers.
- Ability to lift or push/pull objects up to 15 lbs. without assistance

Working Conditions:

Must be able to work on-site at Lapeer County Courthouse As Required

Additional Item
" A "

REQUEST FOR ACTION

DATE: April 6, 2023

 X REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Equalization Department

SUMMARY OF REQUEST / INFORMATION:

Approval of 2023 Equalization Report
Authorization to sign L-4024 and L-4037C

ADDITIONAL INFORMATION:

CONTACT PERSON(S):

Lisa Griffin or Raelene Birkle

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

See attached 2023 Equalization Report (which includes the L4024), the L-4037C Advalorem, and the L-4037C Special Acts.

DRAFT MOTION:

Motion by_____, supported by_____, to adopt the 2023 Lapeer County Equalization Report as presented; and further, to authorize the Chairman/Vice Chair and County Clerk to sign the L-4024 and L-4037C's to be submitted to the State of Michigan.

ATTACHMENTS YES__X__ NO_____

2023 Equalization Report

Lapeer County, Michigan



Prepared by:
Lapeer County Equalization Department

LAPEER COUNTY BOARD OF COMMISSIONERS

District #1	Tom Kohlman	Chairman
District #2	Gary Howell	
District #3	Kevin Knisely	
District #4	Brad Haggadone	
District #5	Truman Mast	Vice-Chairman
District #6	William Hamilton	
District #7	Bryan Zender	

ADMINISTRATOR

Jackie Arnold - Interim

DEPARTMENT OF EQUALIZATION

Lisa Griffin-Equalization Director
Raelene Birkle – Chief Property Appraiser
Amy Snoblen – Property Appraiser
Bill Griffin-Equalization Staff
Janet Niles-Agricultural Analysis
Christopher Mattei-Commercial Analysis
Ses Cianferra-Industrial Analysis

LOCAL UNITS OF GOVERNMENT

CITIES

Imlay City
Lapeer City

ASSESSOR

Nathan Hager
Denise Marinelli

TOWNSHIPS

Almont
Arcadia
Attica
Burlington
Burnside
Deerfield
Dryden
Elba
Goodland
Hadley
Imlay
Lapeer
Marathon
Mayfield
Metamora
North Branch
Oregon
Rich

ASSESSOR

Tom Valentine
Dennis Kalbfleisch
Bob Gottschalk
Nathan Hager
Tom Lupo
Nathan Hager
Tina Papineau
Connie Lipka
Ronald Cischke
Tina Papineau
Jacob Karl
Connie Lipka
Nathan Hager
Nathan Hager
Tom Schlichting
Amy Bridger-Snoblen
Debra Krynski
Nathan Hager

VILLAGES

Almont
Clifford
Columbiaville

ASSESSOR

Tom Valentine
Nathan Hager
Nathan Hager

Dryden
Metamora
North Branch
Otter Lake

Tina Papineau
Tom Schlichting
Amy Bridger-Snoblen
Nathan Hager



Lapeer County
Department of Equalization
255 Clay Street, Suite 304
Lapeer, MI 48446
Phone: (810) 667-0228 Fax: (810)667-0263

April 13, 2023

County of Lapeer
Board of Commissioners
Mr. Tom Kohlman, Chairperson

Dear Chairperson Kohlman,

The Lapeer County Equalization Department has completed the annual review of the assessment rolls for the 3 Cities, 7 Villages and 18 Townships within the county.

The 2023 recommendation to the Board of Commissioners from the Equalization Department is submitted for your review and adoption.

Total State equalized Value for Lapeer County for 2022 was \$4,825,099,001.

Total County Value equalized for Lapeer County for 2023 is \$5,407,661,781.

The value for 2023 represents a 12% county-wide increase in Equalized value from 2022.

* Not included in these totals are properties that are part of the Industrial Facility Tax Abatement roll, Special Act parcels or properties owned by the State of Michigan Department of Natural Resources.

Respectfully Submitted,

Lisa Griffin, Director
Lapeer County Equalization Department

CERTIFICATION OF RECOMMENDED COUNTY EQUALIZED VALUATIONS BY EQUALIZATION DIRECTOR

This form is issued under the authority of MCL 211.148
Filing is mandatory

TO: State Tax Commission
FROM: Equalization Director of LAPEER County
RE: State Assessor Certification of Preparer of the required Recommended County Equalized Valuations

The Recommended County Equalized Valuations for the above referenced county and year were prepared under my direct supervision and control in my role as Equalization Director.

I am certified as an assessor at the level required for the county by Michigan Compiled Laws 211.10d and the rules of the State Tax Commission.

The State Tax Commission requires a Level 3 State Assessor Certification for this county.

I am certified as a Level 3 State Certified Assessing Officer by the State Tax Commission.

The following are my total Recommended County Equalized Valuations for each separately equalized class of property in LAPEER County:

Agricultural	<u>534,760,390</u>	Timber-Cutover	<u>0</u>
Commercial	<u>333,172,700</u>	Developmental	<u>3,600,300</u>
Industrial	<u>104,965,200</u>	Total Real Property	<u>5,160,328,895</u>
Residential	<u>4,183,830,305</u>	Personal Property	<u>247,332,886</u>
		Total Real and Personal Property	<u>5,407,661,781</u>

Please mail this form to the address below within fifteen days of submission of the Recommended County Equalized Valuations to the County Board of Commissioners.

Michigan Department of Treasury
Assessment and Certification Division
Local Assessment Review
P.O. Box 30790
Lansing, Michigan 48909

Signature of Equalization Director 	Date <u>4/5/2023</u>
---	-------------------------

LAPEER COUNTY

2023

Summary of Assessed/Recommended Equalized Valuations

Unit	2023 Parcel Count	2022 Board of Review Assessed	2023 Board of Review Assessed	Percent Change From Previous Year	2022 State Equalized Value	2023 Tentative Equalized Value	Percent Change From Previous Year	Percent of Total Equalized Value
TOWNSHIPS								
ALMONT TWP 44-01	4,718	510,920,900	572,012,400	11.96%	510,920,900	572,012,400	11.96%	10.58%
ARCADIA TWP 44-02	1,660	174,186,500	198,702,300	14.07%	174,186,500	198,702,300	14.07%	3.67%
ATTICA TWP 44-03	2,776	255,173,500	309,723,950	21.38%	255,173,500	309,723,950	21.38%	5.73%
BURLINGTON TWP 44-04	1,332	88,789,600	107,382,900	20.94%	88,789,600	107,382,900	20.94%	1.99%
BURNSIDE TWP 44-05	1,387	149,180,700	154,657,600	3.67%	149,180,700	154,657,600	3.67%	2.86%
DEERFIELD TWP 44-06	3,048	240,865,505	271,972,158	12.91%	240,865,505	271,972,158	12.91%	5.03%
DRYDEN TWP 44-07	2,955	361,690,291	398,966,950	10.31%	361,690,291	398,966,950	10.31%	7.38%
ELBA TWP 44-08	3,031	336,923,800	375,994,900	11.60%	336,923,800	375,994,900	11.60%	6.95%
GOODLAND TWP 44-09	1,155	118,462,444	138,280,890	16.73%	118,462,444	138,280,890	16.73%	2.56%
HADLEY TWP 44-10	2,257	326,238,482	369,001,245	13.11%	326,238,482	369,001,245	13.11%	6.82%
IMLAY TWP 44-11	1,861	189,055,700	216,041,000	14.27%	189,055,700	216,041,000	14.27%	4.00%
LAPEER TWP 44-12	2,685	275,103,400	301,708,152	9.67%	275,103,400	301,708,152	9.67%	5.58%
MARATHON TWP 44-13	3,213	217,022,600	238,758,750	10.02%	217,022,600	238,758,750	10.02%	4.42%
MAYFIELD TWP 44-14	3,351	328,853,000	369,978,400	12.51%	328,853,000	369,978,400	12.51%	6.84%
METAMORA TWP 44-15	2,996	371,463,279	426,801,199	14.90%	371,463,279	426,801,199	14.90%	7.89%
NORTH BRANCH TWP 44-16	2,519	204,722,600	227,249,100	11.00%	204,722,600	227,249,100	11.00%	4.20%
OREGON TWP 44-17	2,975	298,722,150	333,658,675	11.70%	298,722,150	333,658,675	11.70%	6.17%
RICH TWP 44-18	1,080	96,579,800	104,057,200	7.74%	96,579,800	104,057,200	7.74%	1.92%
CITIES								
BROWN CITY 44-53	7	109,885	134,718	22.60%	109,885	134,718	22.60%	0.00%
IMLAY CITY 44-52	1,566	145,416,900	158,119,500	8.74%	145,416,900	158,119,500	8.74%	2.92%
LAPEER CITY 44-51	4,390	367,878,200	394,960,200	7.36%	367,878,200	394,960,200	7.36%	7.30%
GRAND TOTAL	46,332	4,825,099,001	5,407,661,781	12.07%	4,825,099,001	5,407,661,781	12.07%	100.00%
VILLAGES								
VILLAGE OF ALMONT	1,222	102,010,800	114,419,300	12.16%	102,010,800	114,419,300	12.16%	2.12%

Unit	2023 Parcel Count	2022 Board of Review Assessed	2023 Board of Review Assessed	Percent Change From Previous Year	2022 State Equalized Value	2023 Tentative Equalized Value	Percent Change From Previous Year	Percent of Total Equalized Value
VILLAGES								
VILLAGE OF CLIFFORD	269	8,725,800	9,308,600	6.68%	8,725,800	9,308,600	6.68%	0.17%
VILLAGE OF COLUMBIAVILL	424	20,146,000	21,769,300	8.06%	20,146,000	21,769,300	8.06%	0.40%
VILLAGE OF DRYDEN	423	33,129,070	37,296,200	12.58%	33,129,070	37,296,200	12.58%	0.69%
VILLAGE OF METAMORA	344	29,671,965	34,388,306	15.89%	29,671,965	34,388,306	15.89%	0.64%
VILLAGE OF NORTH BRANC	558	30,786,300	33,122,600	7.59%	30,786,300	33,122,600	7.59%	0.61%
VILLAGE OF OTTER LAKE	221	7,790,300	10,196,100	30.88%	7,790,300	10,196,100	30.88%	0.19%
TOTAL VILLAGES	3,461	232,260,235	260,500,406	10.84%	232,260,235	260,500,406	10.84%	4.82%

Assessment Unit	Assessed Real	Ratio	Equalized Real	Factor	Assessed Personal	Ratio	Equalized Personal	Assessed Total	Equalized Total	% County Total
-- 001 ALMONT TWP 44-01 --										
Agricultural	43,207,400	49.18	43,207,400	1.000000						
Commercial	21,877,200	49.61	21,877,200	1.000000						
Industrial	10,912,500	49.42	10,912,500	1.000000						
Residential	363,110,000	49.84	363,110,000	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	3,600,300	49.38	3,600,300	1.000000						
Totals	442,707,400		442,707,400		14,885,700	50.00	14,885,700	457,593,100	457,593,100	8.46
-- 002 ARCADIA TWP 44-02 --										
Agricultural	24,463,800	49.63	24,463,800	1.000000						
Commercial	1,502,800	49.34	1,502,800	1.000000						
Industrial	399,000	49.35	399,000	1.000000						
Residential	167,216,600	49.83	167,216,600	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	193,582,200		193,582,200		5,120,100	50.00	5,120,100	198,702,300	198,702,300	3.67
-- 003 ATTICA TWP 44-03 --										
Agricultural	20,369,300	49.75	20,369,300	1.000000						
Commercial	3,799,000	49.70	3,799,000	1.000000						
Industrial	2,040,900	49.56	2,040,900	1.000000						
Residential	272,705,650	49.19	272,705,650	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	298,914,850		298,914,850		10,809,100	50.00	10,809,100	309,723,950	309,723,950	5.73
-- 004 BURLINGTON TWP 44-04 --										
Agricultural	43,960,700	49.30	43,960,700	1.000000						
Commercial	836,600	49.72	836,600	1.000000						
Industrial	1,056,400	49.37	1,056,400	1.000000						
Residential	45,422,400	49.60	45,422,400	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	91,276,100		91,276,100		6,798,200	50.00	6,798,200	98,074,300	98,074,300	1.81

Assessment Unit	Assessed Real	Ratio	Equalized Real	Factor	Assessed Personal	Ratio	Equalized Personal	Assessed Total	Equalized Total	% County Total
-- 005 BURNSIDE TWP 44-05 --										
Agricultural	70,563,000	49.82	70,563,000	1.000000						
Commercial	3,485,000	49.67	3,485,000	1.000000						
Industrial	7,708,100	49.90	7,708,100	1.000000						
Residential	62,369,400	49.79	62,369,400	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	144,125,500		144,125,500		10,532,100	50.00	10,532,100	154,657,600	154,657,600	2.86
-- 006 DEERFIELD TWP 44-06 --										
Agricultural	24,709,700	49.61	24,709,700	1.000000						
Commercial	8,380,500	49.85	8,380,500	1.000000						
Industrial	989,700	49.63	989,700	1.000000						
Residential	231,617,858	49.66	231,617,858	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	265,697,758		265,697,758		6,274,400	50.00	6,274,400	271,972,158	271,972,158	5.03
-- 007 DRYDEN TWP 44-07 --										
Agricultural	24,085,300	49.75	24,085,300	1.000000						
Commercial	4,787,700	49.40	4,787,700	1.000000						
Industrial	2,083,600	49.37	2,083,600	1.000000						
Residential	320,935,150	49.92	320,935,150	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	351,891,750		351,891,750		9,779,000	50.00	9,779,000	361,670,750	361,670,750	6.69
-- 008 ELBA TWP 44-08 --										
Agricultural	20,036,400	49.82	20,036,400	1.000000						
Commercial	11,582,400	49.48	11,582,400	1.000000						
Industrial	2,129,300	49.75	2,129,300	1.000000						
Residential	329,650,900	49.78	329,650,900	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	363,399,000		363,399,000		12,595,900	50.00	12,595,900	375,994,900	375,994,900	6.95

Assessment Unit	Assessed Real	Ratio	Equalized Real	Factor	Assessed Personal	Ratio	Equalized Personal	Assessed Total	Equalized Total	% County Total
-- 009 GOODLAND TWP 44-09 --										
Agricultural	48,838,390	49.67	48,838,390	1.000000						
Commercial	2,422,300	49.53	2,422,300	1.000000						
Industrial	361,000	49.70	361,000	1.000000						
Residential	81,368,300	49.87	81,368,300	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	132,989,990		132,989,990		5,290,900	50.00	5,290,900	138,280,890	138,280,890	2.56
-- 010 HADLEY TWP 44-10 --										
Agricultural	19,756,900	49.85	19,756,900	1.000000						
Commercial	2,019,700	49.10	2,019,700	1.000000						
Industrial	0	50.00	0	1.000000						
Residential	334,180,045	49.69	334,180,045	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	355,956,645		355,956,645		13,044,600	50.00	13,044,600	369,001,245	369,001,245	6.82
-- 011 IMLAY TWP 44-11 --										
Agricultural	36,742,300	49.59	36,742,300	1.000000						
Commercial	3,905,600	49.84	3,905,600	1.000000						
Industrial	3,552,800	49.96	3,552,800	1.000000						
Residential	162,972,500	49.81	162,972,500	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	207,173,200		207,173,200		8,867,800	50.00	8,867,800	216,041,000	216,041,000	4.00
-- 012 LAPEER TWP 44-12 --										
Agricultural	17,841,200	49.73	17,841,200	1.000000						
Commercial	13,129,000	49.65	13,129,000	1.000000						
Industrial	3,863,600	49.69	3,863,600	1.000000						
Residential	251,812,000	49.96	251,812,000	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	286,645,800		286,645,800		15,062,352	50.00	15,062,352	301,708,152	301,708,152	5.58

Assessment Unit	Assessed Real	Ratio	Equalized Real	Factor	Assessed Personal	Ratio	Equalized Personal	Assessed Total	Equalized Total	% County Total
-- 013 MARATHON TWP 44-13 --										
Agricultural	14,387,500	49.71	14,387,500	1.000000						
Commercial	5,473,100	49.73	5,473,100	1.000000						
Industrial	89,200	49.49	89,200	1.000000						
Residential	179,672,950	49.27	179,672,950	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	199,622,750		199,622,750		7,170,600	50.00	7,170,600	206,793,350	206,793,350	3.82
-- 014 MAYFIELD TWP 44-14 --										
Agricultural	12,350,200	49.97	12,350,200	1.000000						
Commercial	28,706,700	49.23	28,706,700	1.000000						
Industrial	3,205,300	49.52	3,205,300	1.000000						
Residential	313,184,400	49.35	313,184,400	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	357,446,600		357,446,600		12,531,800	50.00	12,531,800	369,978,400	369,978,400	6.84
-- 015 METAMORA TWP 44-15 --										
Agricultural	9,689,900	49.45	9,689,900	1.000000						
Commercial	15,371,100	49.28	15,371,100	1.000000						
Industrial	7,246,700	49.39	7,246,700	1.000000						
Residential	348,300,650	49.24	348,300,650	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	380,608,350		380,608,350		11,804,543	50.00	11,804,543	392,412,893	392,412,893	7.26
-- 016 NORTH BRANCH TWP 44-16 --										
Agricultural	43,265,600	49.75	43,265,600	1.000000						
Commercial	13,911,800	49.98	13,911,800	1.000000						
Industrial	2,989,500	49.92	2,989,500	1.000000						
Residential	123,929,200	49.94	123,929,200	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	184,096,100		184,096,100		10,030,400	50.00	10,030,400	194,126,500	194,126,500	3.59

Assessment Unit	Assessed Real	Ratio	Equalized Real	Factor	Assessed Personal	Ratio	Equalized Personal	Assessed Total	Equalized Total	% County Total
-- 017 OREGON TWP 44-17 --										
Agricultural	19,553,900	49.48	19,553,900	1.000000						
Commercial	624,200	49.30	624,200	1.000000						
Industrial	0	50.00	0	1.000000						
Residential	298,212,775	49.84	298,212,775	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	318,390,875		318,390,875		15,267,800	50.00	15,267,800	333,658,675	333,658,675	6.17
-- 018 RICH TWP 44-18 --										
Agricultural	40,277,500	49.63	40,277,500	1.000000						
Commercial	830,700	49.85	830,700	1.000000						
Industrial	846,000	49.90	846,000	1.000000						
Residential	52,270,600	49.36	52,270,600	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	94,224,800		94,224,800		9,832,400	50.00	9,832,400	104,057,200	104,057,200	1.92
-- B30 BROWN CITY 44-53 --										
Agricultural	0	50.00	0	1.000000						
Commercial	0	50.00	0	1.000000						
Industrial	0	50.00	0	1.000000						
Residential	122,827	49.61	122,827	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	122,827		122,827		11,891	50.00	11,891	134,718	134,718	0.00
-- I IMLAY CITY 44-52 --										
Agricultural	661,400	49.22	661,400	1.000000						
Commercial	55,161,700	49.37	55,161,700	1.000000						
Industrial	20,025,200	49.90	20,025,200	1.000000						
Residential	72,448,700	49.17	72,448,700	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	148,297,000		148,297,000		9,822,500	50.00	9,822,500	158,119,500	158,119,500	2.92

04/05/2023
10:51 AM

Equalization Report
LAPEER

Page: 6/7
DB: Lapeer County 2023

Assessment Unit	Assessed Real	Ratio	Equalized Real	Factor	Assessed Personal	Ratio	Equalized Personal	Assessed Total	Equalized Total	% County Total
-- L LAPEER CITY 44-51 --										
Agricultural	0	50.00	0	1.000000						
Commercial	135,365,600	49.77	135,365,600	1.000000						
Industrial	35,466,400	49.70	35,466,400	1.000000						
Residential	172,327,400	49.80	172,327,400	1.000000						
Timber-Cutover	0	50.00	0	1.000000						
Developmental	0	50.00	0	1.000000						
Totals	343,159,400		343,159,400		51,800,800	50.00	51,800,800	394,960,200	394,960,200	7.30

04/05/2023
10:51 AM

Equalization Report
LAPPEER

Page: 7/7
DB: Lapcor County 2023

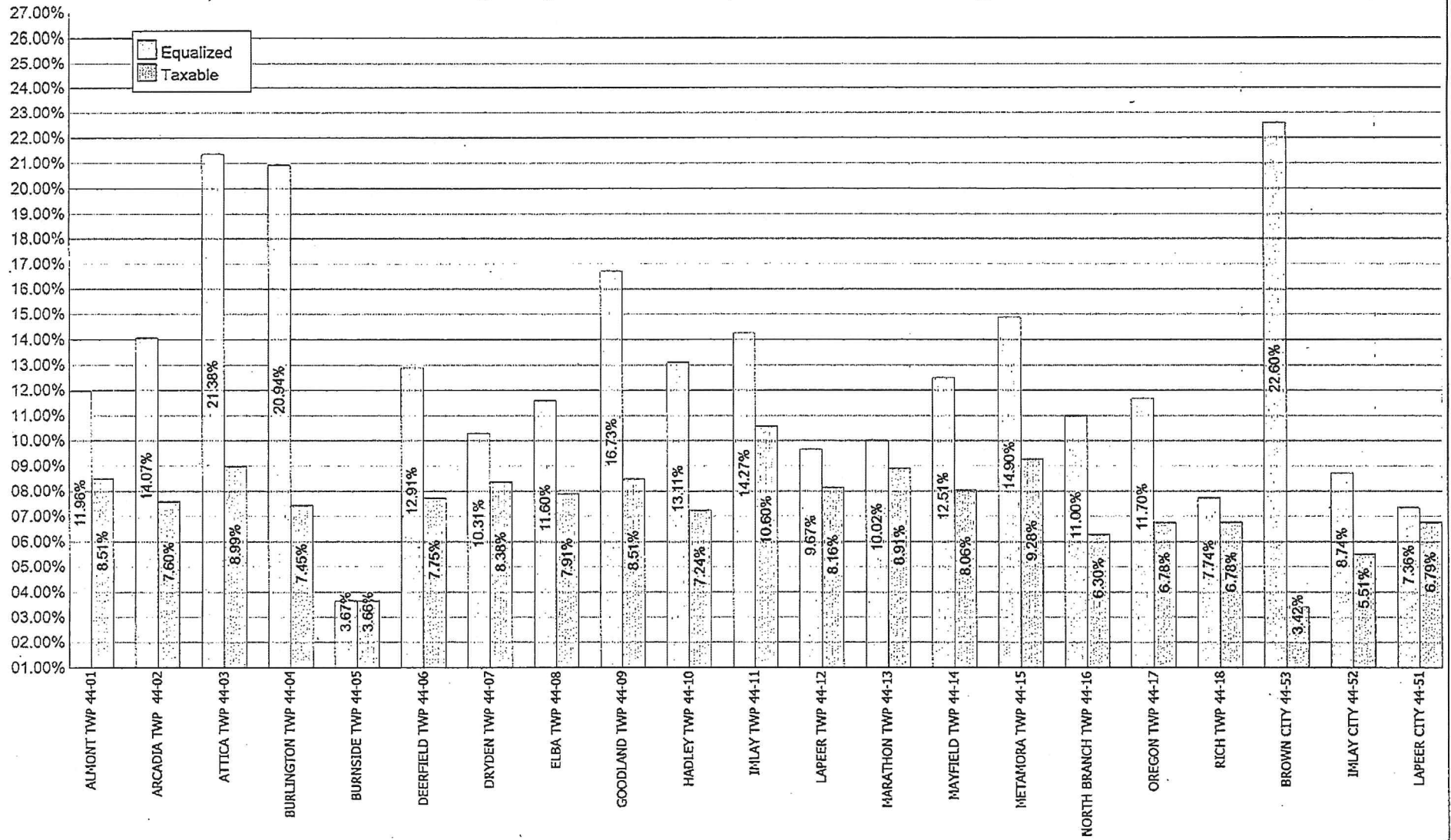
Grand Totals	Assessed Real	Equalized Real	% Real Total	Assessed Personal	Equalized Personal	Assessed % County	Equalized % County	Assessed Total	Equalized Total
Agricultural	534,760,390	534,760,390	10.36			9.89	9.89		
Commercial	333,172,700	333,172,700	6.46			6.16	6.16		
Industrial	104,965,200	104,965,200	2.03			1.94	1.94		
Residential	4,183,830,305	4,183,830,305	81.08			77.37	77.37		
Timber-Cutover	0	0	0.00			0.00	0.00		
Developmental	3,600,300	3,600,300	0.07			0.07	0.07		
Personal				247,332,886	247,332,886	4.57	4.57		
	5,160,328,895	5,160,328,895	100.00	247,332,886	247,332,886	100.00	100.00	5,407,661,781	5,407,661,781

LAPEER COUNTY
Percent Change - 2022 to 2023
Includes New, Loss and Adjustment
By Local Unit

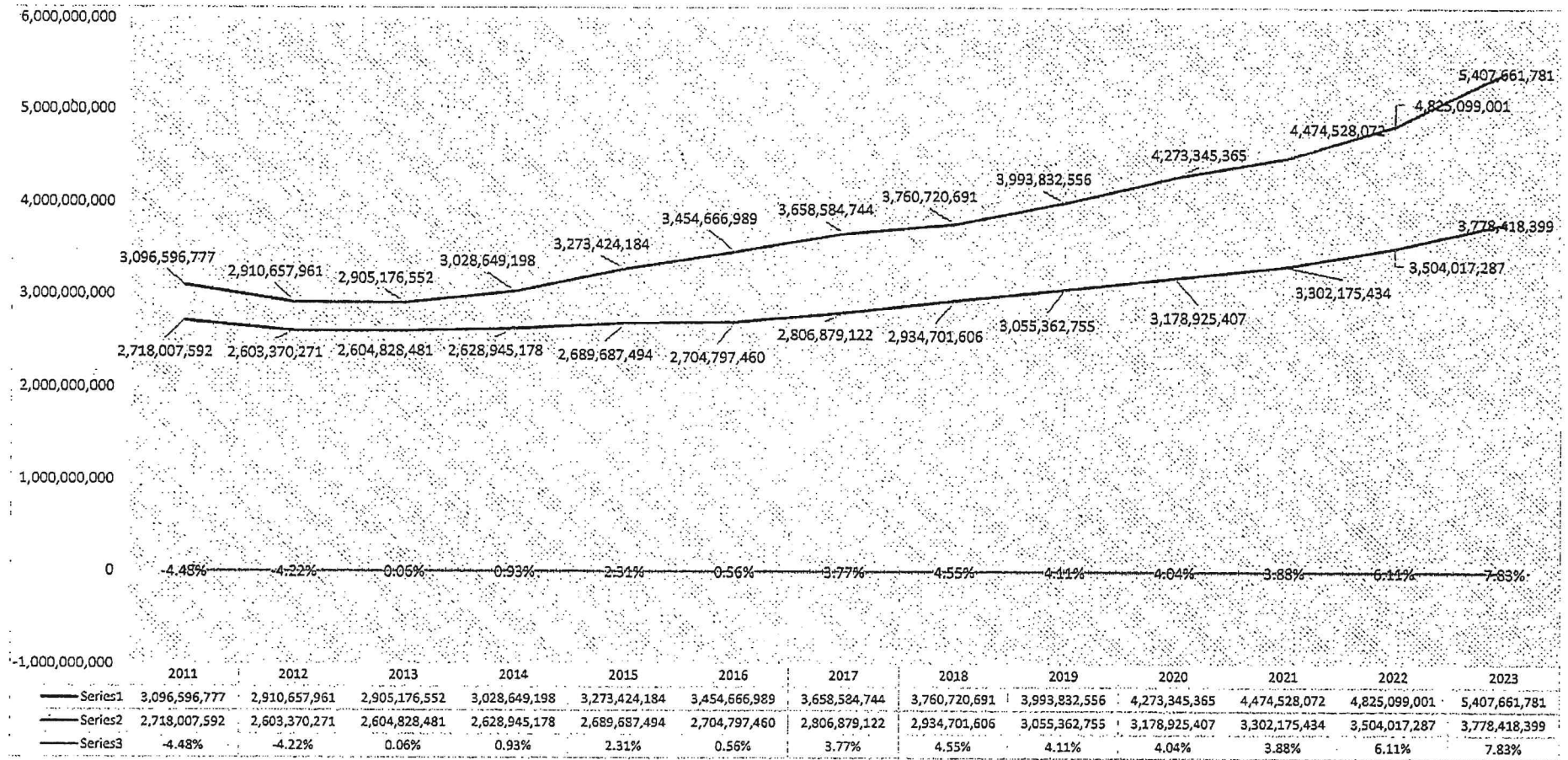
Unit	2022 Equalized Value	2023 Equalized Value	C.E.V. % Change	2022 Taxable Value	2023 Taxable Value	Taxable % Change
TOWNSHIPS						
ALMONT TWP 44-01	408,910,100	457,593,100	11.91%	304,545,726	330,518,501	8.53%
ARCADIA TWP 44-02	174,186,500	198,702,300	14.07%	119,185,481	128,242,601	7.60%
ATTICA TWP 44-03	255,173,500	309,723,950	21.38%	180,496,945	196,727,859	8.99%
BURLINGTON TWP 44-04	80,063,800	98,074,300	22.50%	50,804,152	54,906,065	8.07%
BURNSIDE TWP 44-05	149,180,700	154,657,600	3.67%	83,890,691	86,960,652	3.66%
DEERFIELD TWP 44-06	240,865,505	271,972,158	12.91%	175,214,771	188,785,524	7.75%
DRYDEN TWP 44-07	328,561,221	361,670,750	10.08%	246,804,644	267,128,705	8.23%
ELBA TWP 44-08	336,923,800	375,994,900	11.60%	235,405,908	254,022,547	7.91%
GOODLAND TWP 44-09	118,462,444	138,280,890	16.73%	76,153,486	82,635,051	8.51%
HADLEY TWP 44-10	326,238,482	369,001,245	13.11%	243,972,626	261,640,280	7.24%
IMLAY TWP 44-11	189,055,700	216,041,000	14.27%	126,606,009	140,030,483	10.60%
LAPEER TWP 44-12	275,103,400	301,708,152	9.67%	189,315,822	204,756,284	8.16%
MARATHON TWP 44-13	189,086,300	206,793,350	9.36%	131,973,060	143,084,723	8.42%
MAYFIELD TWP 44-14	328,853,000	369,978,400	12.51%	243,656,621	263,287,223	8.06%
METAMORA TWP 44-15	341,791,314	392,412,893	14.81%	286,155,794	312,610,818	9.24%
NORTH BRANCH TWP 44-1	173,936,300	194,126,500	11.61%	117,003,602	124,731,984	6.61%
OREGON TWP 44-17	298,722,150	333,658,675	11.70%	215,778,005	230,398,249	6.78%
RICH TWP 44-18	96,579,800	104,057,200	7.74%	57,721,368	61,634,635	6.78%
CITIES						
BROWN CITY 44-53	109,885	134,718	22.60%	86,389	89,344	3.42%
IMLAY CITY 44-52	145,416,900	158,119,500	8.74%	115,813,736	122,194,413	5.51%
LAPEER CITY 44-51	367,878,200	394,960,200	7.36%	303,432,451	324,032,458	6.79%
VILLAGES						
VILLAGE OF ALMONT	102,010,800	114,419,300	12.16%	82,034,347	88,974,375	8.46%

Unit	2022 Equalized Value	2023 Equalized Value	C.E.V. % Change	2022 Taxable Value	2023 Taxable Value	Taxable % Change
VILLAGES						
VILLAGE OF CLIFFORD	8,725,800	9,308,600	6.68%	5,941,489	6,069,675	2.16%
VILLAGE OF COLUMBIAVIL	20,146,000	21,769,300	8.06%	14,809,762	16,185,661	9.29%
VILLAGE OF DRYDEN	33,129,070	37,296,200	12.58%	21,067,893	23,183,725	10.04%
VILLAGE OF METAMORA	29,671,965	34,388,306	15.89%	23,500,354	25,771,528	9.66%
VILLAGE OF NORTH BRAN	30,786,300	33,122,600	7.59%	23,319,797	24,433,799	4.78%
VILLAGE OF OTTER LAKE	7,790,300	10,196,100	30.88%	6,281,910	7,430,566	18.29%

Arranged by Local Unit Equalized Value Change



**2023
LAPEER COUNTY
SEV/TAXABLE VALUE
COMPARISON
2011-2023**



Personal and Real Property - TOTALS

L-4024

LAPEER County

Statement of acreage and valuation in the year 2023 made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

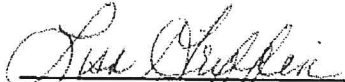
Township or City	Number of Acres Assessed	Total Real Property Valuations		Personal Property Valuations		Total Real Plus Personal Property	
	(Col. 1) Acres Hundredths	(Col. 2) Assessed Valuation	(Col. 3) Equalized Valuation	(Col. 4) Assessed Valuation	(Col. 5) Equalized Valuation	(Col. 6) Assessed Valuation	(Col. 7) Equalized Valuation
ALMONT TWP 44-01	22,015.53	442,707,400	442,707,400	14,885,700	14,885,700	457,593,100	457,593,100
ARCADIA TWP 44-02	20,703.95	193,582,200	193,582,200	5,120,100	5,120,100	198,702,300	198,702,300
ATTICA TWP 44-03	22,040.28	298,914,850	298,914,850	10,809,100	10,809,100	309,723,950	309,723,950
BURLINGTON TWP 4	20,965.92	91,276,100	91,276,100	6,798,200	6,798,200	98,074,300	98,074,300
BURNSIDE TWP 44-0	35,015.64	144,125,500	144,125,500	10,532,100	10,532,100	154,657,600	154,657,600
DEERFIELD TWP 44-	20,435.94	265,697,758	265,697,758	6,274,400	6,274,400	271,972,158	271,972,158
DRYDEN TWP 44-07	19,923.56	351,891,750	351,891,750	9,779,000	9,779,000	361,670,750	361,670,750
ELBA TWP 44-08	18,309.16	363,399,000	363,399,000	12,595,900	12,595,900	375,994,900	375,994,900
GOODLAND TWP 44-	22,969.47	132,989,990	132,989,990	5,290,900	5,290,900	138,280,890	138,280,890
HADLEY TWP 44-10	16,937.86	355,956,645	355,956,645	13,044,600	13,044,600	369,001,245	369,001,245
IMLAY TWP 44-11	18,728.56	207,173,200	207,173,200	8,867,800	8,867,800	216,041,000	216,041,000
LAPEER TWP 44-12	17,689.61	286,645,800	286,645,800	15,062,352	15,062,352	301,708,152	301,708,152
MARATHON TWP 44-	18,382.32	199,622,750	199,622,750	7,170,600	7,170,600	206,793,350	206,793,350
MAYFIELD TWP 44-1	15,602.29	357,446,600	357,446,600	12,531,800	12,531,800	369,978,400	369,978,400
METAMORA TWP 44-	15,727.68	380,608,350	380,608,350	11,804,543	11,804,543	392,412,893	392,412,893
NORTH BRANCH TW	22,658.61	184,096,100	184,096,100	10,030,400	10,030,400	194,126,500	194,126,500
OREGON TWP 44-17	15,987.97	318,390,875	318,390,875	15,267,800	15,267,800	333,658,675	333,658,675
RICH TWP 44-18	21,096.97	94,224,800	94,224,800	9,832,400	9,832,400	104,057,200	104,057,200
BROWN CITY 44-53	1.43	122,827	122,827	11,891	11,891	134,718	134,718
IMLAY CITY 44-52	928.47	148,297,000	148,297,000	9,822,500	9,822,500	158,119,500	158,119,500
LAPEER CITY 44-51	2,326.07	343,159,400	343,159,400	51,800,800	51,800,800	394,960,200	394,960,200

	Number of Acres Assessed	Total Real Property Valuations		Personal Property Valuations		Total Real Plus Personal Property	
Township or City	(Col. 1) Acres Hundredths	(Col. 2) Assessed Valuation	(Col. 3) Equalized Valuation	(Col. 4) Assessed Valuation	(Col. 5) Equalized Valuation	(Col. 6) Assessed Valuation	(Col. 7) Equalized Valuation
Totals for County	368,447.26	5,160,328,895	5,160,328,895	247,332,886	247,332,886	5,407,661,781	5,407,661,781

OFFICE OF THE COUNTY BOARD OF COMMISSIONERS OF LAPEER COUNTY

WE HEREBY CERTIFY that the foregoing is a true statement of the number of acres of land, the value of the real property and of the personal property, the aggregate valuation of the real property and personal property, the equalized and assessed valuations of real property classifications in each township and city in said county as equalized by the Board of Commissioners in April of the reporting year, at a meeting of said board held in pursuant to the provisions of sections 209.1 – 209.8, MCL. I further certify that said statement does not embrace any property taxed under P.A. 77 of 1951; P.A. 68 of 1963; P.A. 199 of 1974; P.A. 385 of 1994; P.A. 224 of 1995; P.A. 147 of 1992 or Section 5 of Article IX of the Constitution of the State.

Dated _____, 20____



Equalization Director

Clerk of the Board of Commissioner

Chairperson of Board of Commissioner

Equalized Valuations - REAL

L-4024

LAPEER County

Statement of acreage and valuation in the year 2023 made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.


Real Property Equalized by County Board of Commissioners							
Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
ALMONT TWP 44-01	43,207,400	21,877,200	10,912,500	363,110,000	0	3,600,300	442,707,400
ARCADIA TWP 44-02	24,463,800	1,502,800	399,000	167,216,600	0	0	193,582,200
ATTICA TWP 44-03	20,369,300	3,799,000	2,040,900	272,705,650	0	0	298,914,850
BURLINGTON TWP 4	43,960,700	836,600	1,056,400	45,422,400	0	0	91,276,100
BURNSIDE TWP 44-0	70,563,000	3,485,000	7,708,100	62,369,400	0	0	144,125,500
DEERFIELD TWP 44-	24,709,700	8,380,500	989,700	231,617,858	0	0	265,697,758
DRYDEN TWP 44-07	24,085,300	4,787,700	2,083,600	320,935,150	0	0	351,891,750
ELBA TWP 44-08	20,036,400	11,582,400	2,129,300	329,650,900	0	0	363,399,000
GOODLAND TWP 44-	48,838,390	2,422,300	361,000	81,368,300	0	0	132,989,990
HADLEY TWP 44-10	19,756,900	2,019,700	0	334,180,045	0	0	355,956,645
IMLAY TWP 44-11	36,742,300	3,905,600	3,552,800	162,972,500	0	0	207,173,200
LAPEER TWP 44-12	17,841,200	13,129,000	3,863,600	251,812,000	0	0	286,645,800
MARATHON TWP 44-	14,387,500	5,473,100	89,200	179,672,950	0	0	199,622,750
MAYFIELD TWP 44-1	12,350,200	28,706,700	3,205,300	313,184,400	0	0	357,446,600
METAMORA TWP 44-	9,689,900	15,371,100	7,246,700	348,300,650	0	0	380,608,350
NORTH BRANCH TW	43,265,600	13,911,800	2,989,500	123,929,200	0	0	184,096,100
OREGON TWP 44-17	19,553,900	624,200	0	298,212,775	0	0	318,390,875
RICH TWP 44-18	40,277,500	830,700	846,000	52,270,600	0	0	94,224,800
BROWN CITY 44-53	0	0	0	122,827	0	0	122,827
IMLAY CITY 44-52	661,400	55,161,700	20,025,200	72,448,700	0	0	148,297,000
LAPEER CITY 44-51	0	135,365,600	35,466,400	172,327,400	0	0	343,159,400

Real Property Equalized by County Board of Commissioners							
Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
Total for County	534,760,390	333,172,700	104,965,200	4,183,830,305	0	3,600,300	5,160,328,895

OFFICE OF THE COUNTY BOARD OF COMMISSIONERS OF LAPEER COUNTY

WE HEREBY CERTIFY that the foregoing is a true statement of the number of acres of land, the value of the real property and of the personal property, the aggregate valuation of the real property and personal property, the equalized and assessed valuations of real property classifications in each township and city in said county as equalized by the Board of Commissioners in April of the reporting year, at a meeting of said board held in pursuant to the provisions of sections 209.1 – 209.8, MCL. I further certify that said statement does not embrace any property taxed under P.A. 77 of 1951; P.A. 68 of 1963; P.A. 199 of 1974; P.A. 385 of 1994; P.A. 224 of 1995; P.A. 147 of 1992 or Section 5 of Article IX of the Constitution of the State.

Dated _____, 20____



Equalization Director

Clerk of the Board of Commissioner

Chairperson of Board of Commissioner

Assessed Valuations - REAL

L-4024

LAPEER County

Statement of acreage and valuation in the year 2023 made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

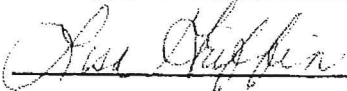
Real Property Assessed Valuations Approved by Boards of Review							
Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
ALMONT TWP 44-01	43,207,400	21,877,200	10,912,500	363,110,000	0	3,600,300	442,707,400
ARCADIA TWP 44-02	24,463,800	1,502,800	399,000	167,216,600	0	0	193,582,200
ATTICA TWP 44-03	20,369,300	3,799,000	2,040,900	272,705,650	0	0	298,914,850
BURLINGTON TWP 4	43,960,700	836,600	1,056,400	45,422,400	0	0	91,276,100
BURNSIDE TWP 44-0	70,563,000	3,485,000	7,708,100	62,369,400	0	0	144,125,500
DEERFIELD TWP 44-	24,709,700	8,380,500	989,700	231,617,858	0	0	265,697,758
DRYDEN TWP 44-07	24,085,300	4,787,700	2,083,600	320,935,150	0	0	351,891,750
ELBA TWP 44-08	20,036,400	11,582,400	2,129,300	329,650,900	0	0	363,399,000
GOODLAND TWP 44-	48,838,390	2,422,300	361,000	81,368,300	0	0	132,989,990
HADLEY TWP 44-10	19,756,900	2,019,700	0	334,180,045	0	0	355,956,645
IMLAY TWP 44-11	36,742,300	3,905,600	3,552,800	162,972,500	0	0	207,173,200
LAPEER TWP 44-12	17,841,200	13,129,000	3,863,600	251,812,000	0	0	286,645,800
MARATHON TWP 44-	14,387,500	5,473,100	89,200	179,672,950	0	0	199,622,750
MAYFIELD TWP 44-14	12,350,200	28,706,700	3,205,300	313,184,400	0	0	357,446,600
METAMORA TWP 44-	9,689,900	15,371,100	7,246,700	348,300,650	0	0	380,608,350
NORTH BRANCH TW	43,265,600	13,911,800	2,989,500	123,929,200	0	0	184,096,100
OREGON TWP 44-17	19,553,900	624,200	0	298,212,775	0	0	318,390,875
RICH TWP 44-18	40,277,500	830,700	846,000	52,270,600	0	0	94,224,800
BROWN CITY 44-53	0	0	0	122,827	0	0	122,827
IMLAY CITY 44-52	661,400	55,161,700	20,025,200	72,448,700	0	0	148,297,000
LAPEER CITY 44-51	0	135,365,600	35,466,400	172,327,400	0	0	343,159,400

Real Property Assessed Valuations Approved by Boards of Review							
Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
Total for County	534,760,390	333,172,700	104,965,200	4,183,830,305	0	3,600,300	5,160,328,895

OFFICE OF THE COUNTY BOARD OF COMMISSIONERS OF LAPEER COUNTY

WE HEREBY CERTIFY that the foregoing is a true statement of the number of acres of land, the value of the real property and of the personal property, the aggregate valuation of the real property and personal property, the equalized and assessed valuations of real property classifications in each township and city in said county as equalized by the Board of Commissioners in April of the reporting year, at a meeting of said board held in pursuant to the provisions of sections 209.1 – 209.8, MCL. I further certify that said statement does not embrace any property taxed under P.A. 77 of 1951; P.A. 68 of 1963; P.A. 199 of 1974; P.A. 385 of 1994; P.A. 224 of 1995; P.A. 147 of 1992 or Section 5 of Article IX of the Constitution of the State.

Dated _____, 20____



Equalization Director

Clerk of the Board of Commissioner

Chairperson of Board of Commissioner

L-4037
(County)
Ad-Valorem

State Tax Commission Assessment Roll Certification (County Board of Commissioners, CBC)

This form is issued under the authority of the General Property Tax Act, P.A. 206 of 1893, MCL 211.34. Attach original copy to the assessment roll with copies provided to the local unit and county clerk.

PART 1: ASSESSOR AND LOCAL UNIT INFORMATION (When complete, this form is to be filed with the local unit of government)				
Assessing Officer Name LISA GRIFFIN	Certification Number	Certification Level (MCAO, MAAO, MMAO) MAAO - Michigan Advanced Assessing Officer	Tax Year 2023	
Local Unit of Government Name LAPEER COUNTY	City or Township County	County Name LAPEER		
PART 2: CBC ASSESSED VALUE AS EQUALIZED - Ad-Valorem				
ADDING OR DEDUCTING	THE SUM OF	FROM OR TO	PROPERTY CLASS	GIVING ASSESSED VALUE AS EQUALIZED
	0		Real Agriculture	534,760,390
	0		Real Commercial	333,172,700
	0		Real Industrial	104,965,200
	0		Real Residential	4,183,830,305
	0		Real Timber Cutover	0
	0		Real Developmental	3,600,300
			TOTAL REAL PROPERTY	5,160,328,895
			TOTAL PERSONAL PROPERTY	247,332,886
			TOTAL REAL & PERSONAL PROPERTY	5,407,661,781
PART 3: COUNTY BOARD OF COMMISSIONERS CERTIFICATION				
<p><i>We hereby certify that the information contained within this County Board of Commissioners Assessment Roll Certification is true and accurate to the best of our knowledge, information and belief. We further certify that the County Board of Commissioners have examined the Assessment Roll of the above mentioned local unit of government and have determined the equalized valuations of the taxable Ad-Valorem and Special Act property to be accurate.</i></p>				
Chairperson of the County Board of Commissioners Signature			Date	
Clerk of the County Board of Commissioners Signature			Date	

L-4037
(County)
Special Acts

State Tax Commission Assessment Roll Certification (County Board of Commissioners, CBC)

This form is issued under the authority of the General Property Tax Act, P.A. 206 of 1893, MCL 211.34. Attach original copy to the assessment roll with copies provided to the local unit and county clerk.

PART 1: ASSESSOR AND LOCAL UNIT INFORMATION

(When complete, this form is to be filed with the local unit of government)

Assessing Officer Name LISA GRIFFIN	Certification Number	Certification Level (MCAO, MAAO, MMAO) MAAO - Michigan Advanced Assessing Officer	Tax Year 2023
Local Unit of Government Name LAPEER COUNTY	City or Township County	County Name LAPEER	

PART 2: CBC ASSESSED VALUE AS EQUALIZED - Special Acts

ADDING OR DEDUCTING	THE SUM OF	FROM OR TO	PROPERTY CLASS	GIVING ASSESSED VALUE AS EQUALIZED
	0		Real Agriculture	33,309,600
	0		Real Commercial	115,900
	0		Real Industrial	16,422,200
	0		Real Residential	6,500
	0		Real Timber Cutover	0
	0		Real Developmental	0
			TOTAL REAL PROPERTY	49,854,200
			TOTAL PERSONAL PROPERTY	902,700
			TOTAL REAL & PERSONAL PROPERTY	50,756,900

PART 3: COUNTY BOARD OF COMMISSIONERS CERTIFICATION

We hereby certify that the information contained within this County Board of Commissioners Assessment Roll Certification is true and accurate to the best of our knowledge, information and belief. We further certify that the County Board of Commissioners have examined the Assessment Roll of the above mentioned local unit of government and have determined the equalized valuations of the taxable Ad-Valorem and Special Act property to be accurate.

Chairperson of the County Board of Commissioners Signature	Date
Clerk of the County Board of Commissioners Signature	Date