



Lapeer County Board of Commissioners

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COMMITTEE OF THE WHOLE

A-G-E-N-D-A

****COMMISSION CHAMBERS****

May 9, 2024

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 **APRIL 11, 2024** 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) **COUNTY SURVEYOR, Henry Horton** – Request to approve annual FY 2024 Remonumentation Grant Agreements and Peer Review Group Agreements.
- 2) **PROSECUTING ATTORNEY** – Request authorization to renew Karpel software annual fees.
- 3) **MENTAL HEALTH** –
 - A. Request to approve budget amendments for FY 2023-2024.
 - B. Request to approve the second of three appropriation transfers for FY 2023-2024.
 - C. Request to approve annual needs assessment.
- 4) **ADMINISTRATION/FINANCE** –
 - A. Request authorization to pay Shifman Fournier for labor services through April 30, 2024
 - B. Request to approve budget amendment for Polly Ann Trail Fund 214, to reflect approved funding.

Continued—

OLD BUSINESS5)

ADDITIONAL ITEMS (if needed)6)

OTHER BUSINESS

7)

- **PUBLIC TIME**- Citizens Comments (*maximum of 3 minutes per person*)
- **COMMISSIONERS' REPORTS**
- **ADMINISTRATOR AND/OR CFO UPDATES.**
- ****CLOSED SESSION**** (*only if needed*)

ADJOURN -

**** Public Recording Notice:** Please be advised that the meetings of the Lapeer County Board of Commissioners are streamed live and recorded on social media for public viewing and transparency. We respectfully request that anyone addressing the Board of Commissioners during "Public Time" be proactive and make every effort in keeping their words and language appropriate for ALL users, including children for educational purposes.

The County Controller/Administrator shall not edit or delete video of any County Commissioner Meeting. Should any issue arise with any content of a meeting video, the Board of Commission members shall be notified. Discretion as to changes to recordings/videos rests solely with the Chairman of the Board of Commissioners. However, a language/content warning may be added to the description of a video when appropriate by the Administrator. (rev. 6/22/2023) **

Upcoming Meetings/Public Hearings/Events:**FULL BOARD MEETING – 05/23/2024****NEXT C.O.W MEETING – 06/13/2024****FOLLOWING FULL BOARD: 06/27/2024**

All sub-committee meeting agendas are posted on the County website if they are being held.

COMMITTEE OF THE WHOLE

April 11, 2024

9:00 a.m.

Vice-Chairman Mast called the meeting to order at 9:04 a.m. in the Commission Chambers on the lower level of the County Complex Building. Commissioner Haggadone opened the meeting with a prayer. The Pledge of Allegiance was recited.

Present: Commissioners Brian Zender, Brad Haggadone, William Hamilton, Gary Howell, Kevin Knisely, Truman Mast

Absent: Commissioner Tom Kohlman

Others: Moses Sanzo, County Controller/Administrator, Jackie Arnold, Chief Financial Officer, Amy Stearns, Chief Deputy County Clerk

Motion by Hamilton, supported by Knisely, to approve the agenda with the deletion of a closed session. Motion carried.

Motion by Howell, supported by Haggadone, to approve the minutes from the March 14, 2023 Committee of the Whole Meeting, as presented. Motion carried.

Elected Official/Department Head Updates

No comments were received.

Public Time – Three people spoke during public time.

Undersheriff, Michael Odette, stated that the Sheriff is not available for the update and future goals of the department, and that he will present them at a future meeting.

Motion by Haggadone, supported by Knisely, to recommend to the Full Board, allowing the Sheriff's Office to submit payment to OCV for the Sheriff's App. To be paid from line 207-351-850.200.00. Motion carried.

Motion by Knisely, supported by Hamilton, to recommend to the Full Board, to adopt the 2024 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. Motion carried.

Motion by Knisely, supported by Zender, to recommend to the Full Board, to accept the amendments to the Fiscal Year 24 Michigan Department of Health and Human Services (MDHHS) Comprehensive Agreement and authorize the Director/Health Officer to e-sign the documents, and that a copy be forwarded to the County Clerk to be entered into the official records as an exhibit. Motion carried.

Motion by Haggadone, supported by Zender, to recommend to the Full Board, to authorize the payment of \$6270.00 to Drivege for volunteer driver training and certification to be paid from line 293-682-956.040 (Education & Programs). Motion carried.

Motion by Howell, supported by Haggadone, to recommend to the Full Board, to adopt the following Resolution:

**COUNTY OF LAPEER
STATE OF MICHIGAN**

**RESOLUTION FOR VETERANS AFFAIRS MILLAGE
2024-R07**

Whereas the County of Lapeer Board of Commissioners is in agreement to approve the millage language for the purposes of continuing to support funding for the administration of Lapeer County's Department of Veteran's Affairs; and,

Whereas the previously approved millages for the Lapeer County Veteran's Affairs expired in 2023;

Whereas the Lapeer County Board of Commissioners seeks to approve a millage increase to support the Lapeer County Department of Veteran's Affairs up to the originally levied .185 mills.

Now Therefore Be It Resolved that the County Clerk place upon the ballot for August 6, 2024, election a millage of .185 mills for a period of 6 years, 2024 through 2029, for consideration by the electorate.

Be It Further Resolved that the following is the language for the Veteran's Affairs millage to be submitted to the electorate.

**VETERANS AFFAIRS MILLAGE
PROPOSAL**

Shall the expired previously voted increases in the tax limitations in Lapeer County of 0.185 mills (.185 per \$1,000 of taxable value), reduced to .1813 mills (0.1813 per \$1,000 of taxable value) by the required millage rollbacks, be renewed at and increased up to the original voted 0.185 mills for 6 years, 2024 through 2029, inclusive, for the continued funding of the Lapeer County Department of Veterans' Affairs?

If approved, this new additional millage would allow the County to levy up to 0.185 mills (replacing the two previously authorized Veterans' Affairs Millages which expired in 2023) for the purpose of continuing to support funding for the administration of Lapeer County's Department of Veterans' Affairs, raising an estimated \$754,416.50 in the first year if approved and levied. A property with a taxable value of \$100,000 would be annually taxed up to \$18.50 for the millage. By operation of Michigan law, this millage will disburse revenue to certain local units of government including the City of Lapeer Downtown Development Authority and the City of Imlay City Downtown Development Authority.

YES []
NO []

Motion carried.

Motion by Howell, supported by Zender, to approve the ballot language for the county-wide Emergency Medical Service millage renewal to be placed on the August 6, 2024 primary election ballot, as follows:

**LAPEER COUNTY EMERGENCY MEDICAL SERVICE AUTHORITY MILLAGE
RENEWAL AUTHORIZATION
FOR SIX YEARS**

Shall Lapeer County be authorized to renew its millage supporting county-wide emergency medical services through an interlocal government agreement with the Lapeer County Emergency Medical Services Authority of 0.8814 mills with new additional millage of 0.3 mills for a total millage of 1.1814 mills (\$1.18) for each \$1,000.00 of taxable property value) for 6 years, from 2025 through 2030? It is estimated that this millage renewal for continuing county-wide emergency medical services will raise approximately \$4,803,958.09 in its first year. By operation of Michigan law, this millage will disburse captured revenue to the City of Lapeer Downtown Development Authority and the Village of Otter Lake Downtown Development Authority.

Roll Call vote: Howell, aye; Haggadone, aye; Hamilton, aye; Knisely, nay; Zender, aye; Mast, nay; Kohlman, absent. 4 ayes, 2 nays, 1 absent. Motion carried.

Motion by Haggadone, supported by Hamilton, to recommend to the Full Board, to adopt the proposed resolution authorizing updates to the lake level for Merritt Lake;

LAPEER COUNTY BOARD OF COMMISSIONERS

MERRITT LAKE – LAKE LEVEL

RESOLUTION NO. 2024-R08

WHEREAS, Merritt Lake, located in Metamora Township, Lapeer County, Michigan has established normal lake levels by the Lapeer County Circuit Court under Part 307 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended ("Part 307"); and

WHEREAS, the Lapeer County Board of Commissioners and its delegated authority, the Lapeer County Drain Commissioner, have jurisdiction for the operation and maintenance of the normal levels of Merritt Lake. MCL 324.30702; and

WHEREAS, Part 307's primary mechanism to fund infrastructure and activities to maintain Merritt Lake's normal levels is by special assessments using a lake level special assessment district established by the Lapeer County Circuit Court. See e.g., MCL 324.30711; and

WHEREAS, a review of the historical court order relating to Merritt Lake's normal levels found that updates are necessary to be consistent with state law and the current operation of the lake level control structure. Moreover, the boundaries of the lake level special assessment district require updates to accurately reflect the parcels benefitting from the normal levels; and

(Resolution 2024-R08 continued)

WHEREAS, for the reasons stated herein, the Lapeer County Board of Commissioners finds it necessary to: (1) approve hiring legal counsel and engineers to assist with the Part 307 lake level process, including filing a petition in the Lapeer County Circuit Court; and (2) amend the lake level order for Merritt Lake to be consistent with state law and the current operation of the lake level control structure, update the special assessment district boundaries, and conduct any other needed updates.

NOW, THEREFORE, BE IT RESOLVED:

1. **Legal Counsel:** Lapeer County may retain legal counsel Fahey Schultz Burzych Rhodes PLC to assist with legal matters related to the Part 307 lake level process. Said legal counsel is explicitly authorized to file a petition in the Lapeer County Circuit Court on behalf of Lapeer County to amend the lake level order for Merritt Lake to be consistent with state law and the current operation of the lake level control structure, update the special assessment district boundaries, and conduct any other updates to the lake level order that are necessary to allow Lapeer County to maintain and operate the normal lake levels of Merritt Lake. See MCL 324.30707(5) (circuit court has continuing jurisdiction).
2. **Engineers:** Lapeer County may retain the engineering firm BMJ Engineers & Surveyors, Inc. to assist with activities related to maintenance and operation of the normal levels of Merritt Lake, including but not limited to preparation of studies and recommendations related to the lake levels and boundaries of the lake level special assessment district; providing expert testimony related to the lake level order; coordination regarding ownership of lake level control infrastructure as necessary; preparation of an operator agreement; and assistance with the compilation and approval of a special assessment roll.
3. **Costs of Activities:** All costs associated with the expenditures authorized in this resolution, including retaining all necessary consultants (e.g. legal counsel and engineers), shall be reimbursed by a lake level special assessment district to the extent permitted by Part 307.

Motion carried.

Motion by Haggadone, supported by Hamilton, to recommend to the Full Board, to adopt the proposed resolution authorizing updates to the lake level for Lake Nepessing:

LAPEER COUNTY BOARD OF COMMISSIONERS

LAKE NEPESSING – LAKE LEVEL

RESOLUTION NO. 2024-R09

WHEREAS, Lake Nepessing, located in Elba Township, Lapeer County, Michigan has an established normal lake level by the Lapeer County Circuit Court under Part 307 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended (“Part 307”); and

(Resolution 2024-R09 continued)

WHEREAS, the Lapeer County Board of Commissioners and its delegated authority, the Lapeer County Drain Commissioner, have jurisdiction for the operation and maintenance of the normal level of Lake Nepessing. MCL 324.30702; and

WHEREAS, Part 307's primary mechanism to fund infrastructure and activities to maintain Lake Nepessing's normal level is by special assessments using a lake level special assessment district established by the Lapeer County Circuit Court. See e.g., MCL 324.30711; and

WHEREAS, a review of the historical court order relating to Lake Nepessing's normal level found that updates are necessary to be consistent with state law and the current operation of the lake level control structure. Moreover, the boundaries of the lake level special assessment district require updates to accurately reflect the parcels benefitting from the normal level; and

WHEREAS, for the reasons stated herein, the Lapeer County Board of Commissioners finds it necessary to: (1) approve hiring legal counsel and engineers to assist with the Part 307 lake level process, including filing a petition in the Lapeer County Circuit Court; and (2) amend the lake level order for Lake Nepessing to be consistent with state law and the current operation of the lake level control structure, update the special assessment district boundaries, and conduct any other needed updates.

NOW, THEREFORE, BE IT RESOLVED:

1. **Legal Counsel:** Lapeer County may retain legal counsel Fahey Schultz Burzych Rhodes PLC to assist with legal matters related to the Part 307 lake level process. Said legal counsel is explicitly authorized to file a petition in the Lapeer County Circuit Court on behalf of Lapeer County to amend the lake level order for Lake Nepessing to be consistent with state law and the current operation of the lake level control structure, update the special assessment district boundaries, and conduct any other updates to the lake level order that are necessary to allow Lapeer County to maintain and operate the normal lake level of Lake Nepessing. See MCL 324.30707(5) (circuit court has continuing jurisdiction).
2. **Engineers:** Lapeer County may retain the engineering firm BMJ Engineers & Surveyors, Inc. to assist with activities related to maintenance and operation of the normal level of Lake Nepessing, including but not limited to preparation of studies and recommendations related to the lake level and boundaries of the lake level special assessment district; providing expert testimony related to the lake level order; coordination regarding ownership of lake level control infrastructure as necessary; and assistance with the compilation and approval of a special assessment roll.
3. **Costs of Activities:** All costs associated with the expenditures authorized in this resolution, including retaining all necessary consultants (e.g. legal counsel and engineers), shall be reimbursed by a lake level special assessment district to the extent permitted by Part 307.

Motion carried.

Motion by Haggadone, supported by Hamilton, to recommend to the Full Board, to adopt the proposed resolution authorizing updates to the lake level for Lake Metamora:

LAPEER COUNTY BOARD OF COMMISSIONERS

LAKE METAMORA – LAKE LEVEL

RESOLUTION NO. 2024-R10

WHEREAS, Lake Metamora, located in Metamora Township, Lapeer County, Michigan has an established normal lake level by the Lapeer County Circuit Court under Part 307 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended ("Part 307"); and

WHEREAS, the Lapeer County Board of Commissioners and its delegated authority, the Lapeer County Drain Commissioner, have jurisdiction for the operation and maintenance of the normal level of Lake Metamora. MCL 324.30702; and

WHEREAS, Part 307's primary mechanism to fund infrastructure and activities to maintain Lake Metamora's normal level is by special assessments using a lake level special assessment district established by the Lapeer County Circuit Court. See e.g., MCL 324.30711; and

WHEREAS, a review of the historical court order relating to Lake Metamora's normal level found that updates are necessary to be consistent with state law and the current operation of the lake level control structure. Moreover, the boundaries of the lake level special assessment district require updates to accurately reflect the parcels benefitting from the normal level; and

WHEREAS, for the reasons stated herein, the Lapeer County Board of Commissioners finds it necessary to: (1) approve hiring legal counsel and engineers to assist with the Part 307 lake level process, including filing a petition in the Lapeer County Circuit Court; and (2) amend the lake level order for Lake Metamora to be consistent with state law and the current operation of the lake level control structure, update the special assessment district boundaries, and conduct any other needed updates.

NOW, THEREFORE, BE IT RESOLVED:

- 1. Legal Counsel:** Lapeer County may retain legal counsel Fahey Schultz Burzych Rhodes PLC to assist with legal matters related to the Part 307 lake level process. Said legal counsel is explicitly authorized to file a petition in the Lapeer County Circuit Court on behalf of Lapeer County to amend the lake level order for Lake Metamora to be consistent with state law and the current operation of the lake level control structure, update the special assessment district boundaries, and conduct any other updates to the lake level order that are necessary to allow Lapeer County to maintain and operate the normal lake level of Lake Metamora. See MCL 324.30707(5) (circuit court has continuing jurisdiction).

(Resolution 2024-R10 continued)

2. **Engineers:** Lapeer County may retain the engineering firm BMJ Engineers & Surveyors, Inc. to assist with activities related to maintenance and operation of the normal level of Lake Metamora, including but not limited to preparation of studies and recommendations related to the lake level and boundaries of the lake level special assessment district; providing expert testimony related to the lake level order; coordination regarding ownership of lake level control infrastructure as necessary; and assistance with the compilation and approval of a special assessment roll.
3. **Costs of Activities:** All costs associated with the expenditures authorized in this resolution, including retaining all necessary consultants (e.g. legal counsel and engineers), shall be reimbursed by a lake level special assessment district to the extent permitted by Part 307.

Motion carried.

Motion by Haggadone, supported by Hamilton, to recommend to the Full Board, to adopt the proposed resolution authorizing updates to the lake level for Winn Lake:

LAPEER COUNTY BOARD OF COMMISSIONERS

WINN LAKE – LAKE LEVEL

RESOLUTION NO. 2024-R11

WHEREAS, Winn Lake, located in Lapeer Township, Lapeer County, Michigan has established normal lake levels by the Lapeer County Circuit Court under Part 307 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended ("Part 307"); and

WHEREAS, the Lapeer County Board of Commissioners and its delegated authority, the Lapeer County Drain Commissioner, have jurisdiction for the operation and maintenance of the normal levels of Winn Lake. MCL 324.30702; and

WHEREAS, Part 307's primary mechanism to fund infrastructure and activities to maintain Winn Lake's normal levels is by special assessments using a lake level special assessment district established by the Lapeer County Circuit Court. See e.g., MCL 324.30711; and

WHEREAS, a review of the historical court order relating to Winn Lake's normal levels found that updates are necessary to be consistent with state law and the current operation of the lake level control structure. Moreover, the boundaries of the lake level special assessment district require updates to accurately reflect the parcels benefitting from the normal levels; and

(Resolution 2024-R11 continued)

WHEREAS, for the reasons stated herein, the Lapeer County Board of Commissioners finds it necessary to: (1) approve hiring legal counsel and engineers to assist with the Part 307 lake level process, including filing a petition in the Lapeer County Circuit Court; and (2) amend the lake level order for Winn Lake to be consistent with state law and the current operation of the lake level control structure, update the special assessment district boundaries, and conduct any other needed updates.

NOW, THEREFORE, BE IT RESOLVED:

4. **Legal Counsel:** Lapeer County may retain legal counsel Fahey Schultz Burzych Rhodes PLC to assist with legal matters related to the Part 307 lake level process. Said legal counsel is explicitly authorized to file a petition in the Lapeer County Circuit Court on behalf of Lapeer County to amend the lake level order for Winn Lake to be consistent with state law and the current operation of the lake level control structure, update the special assessment district boundaries, and conduct any other updates to the lake level order that are necessary to allow Lapeer County to maintain and operate the normal lake levels of Winn Lake. See MCL 324.30707(5) (circuit court has continuing jurisdiction).
5. **Engineers:** Lapeer County may retain the engineering firm BMJ Engineers & Surveyors, Inc. to assist with activities related to maintenance and operation of the normal levels of Winn Lake, including but not limited to preparation of studies and recommendations related to the lake level and boundaries of the lake level special assessment district; providing expert testimony related to the lake level order; coordination regarding ownership of lake level control infrastructure as necessary; and assistance with the compilation and approval of a special assessment roll.
6. **Costs of Activities:** All costs associated with the expenditures authorized in this resolution, including retaining all necessary consultants (e.g. legal counsel and engineers), shall be reimbursed by a lake level special assessment district to the extent permitted by Part 307.

Motion carried.

Motion by Knisely, supported by Hamilton, to recommend to the Full Board, to authorize payment to Shifman Fournier, in the amount of \$360.00, for labor related legal services rendered through March 31, 2024, to be paid from line item 101-239-801.020. Roll Call vote: Knisely, aye; Zender, aye; Hamilton, aye; Haggadone, aye; Howell, aye; Mast, aye; Kohlman, absent. 6 ayes, 1 absent. Motion carried.

Motion by Howell, supported by Haggadone, pursuant to motion 121-2024 of the March 28, 2024, Regular Board Meeting, giving the Committee of the Whole the authority to act, which shall include forwarding the motion to the next regular meeting to be entered into the record, Lapeer County formally agrees to collaborate with Tuscola County on meeting Materials Management Planning goals set forth by Environment, Great Lakes, and Energy (EGLE) agency. Our shared resources and close geographical proximity is mutually beneficial in meeting waste management challenges, with a primary focus on recycling. Roll Call vote: Howell, aye; Knisely, aye; Mast, aye; Zender, aye; Haggadone, aye; Hamilton, aye; Kohlman, absent. 6 ayes, 1 absent. Motion carried.

Motion by Haggadone, supported by Hamilton, pursuant to motion 121-2024 of the March 28, 2024, Regular Board Meeting, giving the Committee of the Whole the authority to act, which shall include forwarding the motion to the next regular meeting to be entered into the record, Lapeer County formally agrees to collaborate in a tentative arrangement with **Sanilac County** on meeting Materials Management Planning goals set forth by Environment, Great Lakes, and Energy (EGLE) agency. Our shared resources and close geographical proximity is mutually beneficial in meeting waste management goals, with a primary focus on recycling. Motion carried.

Motion by Knisely, supported by Haggadone, pursuant to motion 121-2024 of the March 28, 2024, Regular Board Meeting, giving the Committee of the Whole the authority to act, which shall include forwarding the motion to the next regular meeting to be entered into the record, Lapeer County formally agrees to collaborate in a tentative arrangement with **Huron County** on meeting Materials Management Planning goals set forth by Environment, Great Lakes, and Energy (EGLE) agency. Our shared resources and close geographical proximity is mutually beneficial in meeting waste management goals, with a primary focus on recycling. Motion carried.

Motion by Hamilton, supported by Zender, pursuant to motion 118-2024 of the March 28, 2024, Regular Board Meeting, giving the Committee of the Whole the authority to act, which shall include forwarding the motion to the next regular meeting to be entered into the record, to adopt the following Resolution:

RESOLUTION
2024-R04

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,

(Resolution 2024-R04 continued)

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 14 – 20, 2024 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.

Roll Call vote: Hamilton, aye; Knisely, aye; Howell, aye; Zender, aye; Haggadone, aye; Mast, aye; Kohlman, absent. 6 ayes, 1 absent. Motion carried.

Motion by Hamilton, supported by Zender, pursuant to motion 118-2024 of the March 28, 2024, Regular Board Meeting, giving the Committee of the Whole the authority to act, which shall include forwarding the motion to the next regular meeting to be entered into the record, to adopt the following Proclamation:

PROCLAMATION
HONORING NATIONAL CRIME VICTIMS' RIGHTS WEEK
2024-R05

WHEREAS, the term "victim" is more than just a label and has legal standing and protections that go along with it; and,

WHEREAS, crime victims' rights acts passed here in Michigan and at the federal level guarantee victims the right to meaningfully participate and use their voice in the criminal justice process;

WHEREAS, victim service providers, advocates, law enforcement officers, attorneys, and other allied professionals can help survivors find their justice by enforcing these rights;

WHEREAS, the right to provide an impact statement ensures that victims' voices are considered in court during the sentencing and, when applicable, restitution processes,

WHEREAS, including and elevating the voices of survivors makes certain they are heard and seen and creates a path to forging and sustaining community trust.

(Resolution 2024-R05 continued)

WHEREAS, engaging survivors creates responses and services that are credible, meaningful, and centered on individual needs;

WHEREAS, survivors' lived experience can serve as a catalyst for implementing innovative programs, shifting existing programs in new directions, and changing policies or practices that prevent survivors from accessing services or pursuing justice;

WHEREAS, National Crime Victims' Rights Week provides an opportunity to recommit to listening to crime survivors in every space where decisions are made that could impact them, and

WHEREAS, the Lapeer County Prosecuting Attorney is hereby dedicated to amplifying the voices of survivors and creating an environment where survivors have the confidence that they will be heard, believed, and supported.

NOW, THEREFORE, BE IT RESOLVED, that the Lapeer County Board of Commissioners of Lapeer, Michigan, do hereby proclaim the week of **April 21-27th, 2024 as NATIONAL CRIME VICTIM RIGHTS WEEK** reaffirming Lapeer County's commitment to creating a victim service and criminal justice response that ~~assists~~ all victims of crime during Crime Victim Rights' Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

Roll Call vote: Hamilton, aye; Haggadone, aye; Howell, aye; Knisely, aye; Zender, aye; Mast, aye; Kohlman, absent. 6 ayes, 1 absent. Motion carried.

Motion by Haggadone, supported by Zender, pursuant to Motion #121-2024 from the March 28, 2024 Regular Board Meeting giving the Committee of the Whole the authority to act on this matter and pursuant to the recommendation of the Properties Committee and based upon the review of legal counsel, to approve the attached lease agreement between the County of Lapeer and the City of Lapeer for the county owned Pavilion at the corner of W. Nepessing and Cedar Streets, for a period of 5 years with a one-year renewal extension option, at the rate of \$1/per year, with the understanding that the City will undertake several refurbishment and restoration efforts (with capped reimbursement), and pay for any utilities; and further, to authorize the Chair or Vice-Chair to sign said lease agreement. Motion carried.

Public Time – Eight people spoke during public time.

Commissioner Reports

At this time, the Commissioners had an opportunity to give brief reports on meetings and conferences that they have recently attended, as well as upcoming meetings and events, along with statements regarding public time comments.

County Controller/Administrator and/or Chief Financial Officer updates

Moses Sanzo, County Controller/Administrator thanked the commissioners for the City Pavilion lease.

Motion by Haggadone, supported by Hamilton, to adjourn the meeting. 11:21 a.m.

Truman Mast, Vice-Chairman
Committee of the Whole

DRAFT



REQUEST FOR ACTION

Date: May 1, 2024
TO: Lapeer County Board of Commissioners -COW
From: Henry Horton, Lapeer County Surveyor

SUMMARY OF REQUEST / INFORMATION

Requesting approval of the FY 2024 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 2024 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

2024 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 2024 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 _____

Jackie Arnold

By 

Gil Bonno, P.S.

Title: Lapeer County Grant Administrator

Title *Survey Director*

Witness _____

Witness 

Date _____

Date *4/30/24*

EXHIBIT "A" OF 2024 GRANT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
LAPEER COUNTY AND DAVIS LAND SURVEYING & ENGINEERING

Dated 4/30/2021
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.
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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. Standard County labeled Carsonite Post shall also be placed at the off-road corner location. These will be provided, if available.

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 12 corners:

RICH TWP, T10N-R10E –
G7, G8, G9, G10, G11 & G12
H7, H8, H9, H10, H11 & H12

TOTAL COMPENSATION FOR THIS CONTRACT IS \$16,800.00

RESEARCH	\$5,040.00
MONUMENTATION	\$11,760.00

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, 2024. 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 20, 2024.

2024 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.

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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 2024 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 _____

Jackie Arnold

By 

Gil Bonno, P.S.

Title: Lapeer County Grant Administrator

Title Survey Director

Witness _____

Witness 

Date _____

Date 4/30/24

EXHIBIT "A" OF 2024 GRANT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
LAPEER COUNTY AND DAVIS LAND SURVEYING & ENGINEERING

Dated 4/30/2024
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.
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- L. A sketch shall be included on the recording document with all adjacent recorded contract corners shown.
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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. Standard County labeled Carsonite Post shall also be placed at the off-road corner location. These will be provided, if available.

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This contract is for the following 12 corners:

RICH TWP, T10N-R10E –
G7, G8, G9, G10, G11 & G12
H7, H8, H9, H10, H11 & H12

TOTAL COMPENSATION FOR THIS CONTRACT IS \$16,800.00

RESEARCH	\$5,040.00
MONUMENTATION	\$11,760.00

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, 2024. 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 20, 2024.

2024 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).
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TERMS

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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 2024 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

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Accepted

Accepted

LAPEER COUNTY

SURVEYOR

By _____

Jackie Arnold

By _____

Richard Duthler, P.S.

Title: Lapeer County Grant Administrator

Title MEMBER

Witness _____

Witness [Signature]

Date _____

Date 5/1/2024

EXHIBIT "A" OF 2024 GRANT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN

LAPEER COUNTY AND R.A. DUTHLER LAND SURVEYOR, LLC

Dated 5/1/2024

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.
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- 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.
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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 12 CORNERS:

BURNSIDE TWP (NORTH PART), T10N-R12E

G11

I07, I08, I09, I10 & I11

J7, J8, J9, J10, J11 & J12

TOTAL COMPENSATION FOR THIS CONTRACT IS \$16,800.00

RESEARCH \$5,040.00

MONUMENTATION \$11,760.00

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, 2024. 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 20, 2024.

2024 GRANT AGREEMENT

This agreement is entered into by:

LAPEER COUNTY
255 CLAY ST,
LAPEER, MICHIGAN 48446

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158 E. THIRD STREET
IMLAY CITY, MI 48444

Terms and conditions are as follows:

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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.

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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 2024 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

LAPEER COUNTY

By _____

Jackie Arnold

Accepted

SURVEYOR

By _____

Richard Duthler, P.S.

Title: Lapeer County Grant Administrator

Title MEMBER

Witness _____

Witness [Signature]

Date _____

Date MAY 1, 2024

EXHIBIT "A" OF 2024 GRANT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN

LAPEER COUNTY AND R.A. DUTHLER LAND SURVEYOR, LLC

Dated 5/1/2024

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.
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- 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 3/8" 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. Standard County labeled Carsonite Post shall also be placed at the off-road corner location. These will be provided, if available.

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 12 CORNERS:

BURNSIDE TWP (NORTH PART), T10N-R12E
G11
I07, I08, I09, I10 & I11
J7, J8, J9, J10, J11 & J12

TOTAL COMPENSATION FOR THIS CONTRACT IS \$16,800.00
RESEARCH \$5,040.00
MONUMENTATION \$11,760.00

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, 2024. 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 20, 2024.

2024 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 2024 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 _____

Jackie Arnold

By 

Huston Kennedy, P.S.

Title: Lapeer County Grant Administrator

Title President

Witness _____

Witness 

Date _____

Date 5/1/24

EXHIBIT "A" OF 2024 GRANT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
LAPEER COUNTY AND KENNEDY SURVEYING, INC.

Dated 5/1/24

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. Standard County labeled Carsonite Post shall also be placed at the off-road corner location. These will be provided, if available.

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 12 CORNERS:

MARATHON TWP, T09N-R09E –
G3, G4, G5, G6, G7 & G8
H3, H4, H5, H6, H7 & H8

TOTAL COMPENSATION FOR THIS CONTRACT IS \$16,800.00

RESEARCH	\$5,040.00
MONUMENTATION	\$11,760.00

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, 2024. 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 20, 2024.

2024 GRANT AGREEMENT

This agreement is entered into by:

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

Terms and conditions are as follows:

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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:

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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

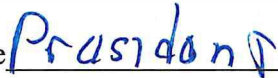
By _____

Jackie Arnold

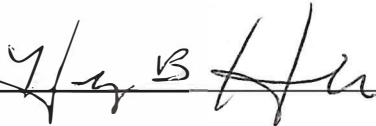
By  _____

Huston Kennedy, P.S.

Title: Lapeer County Grant Administrator

Title  _____

Witness _____

Witness  _____

Date _____

Date 5/1/24 _____

EXHIBIT "A" OF 2024 GRANT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
LAPEER COUNTY AND KENNEDY SURVEYING, INC.

Dated 5/1/24

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THIS CONTRACT IS FOR THE FOLLOWING 12 CORNERS:

MARATHON TWP, T09N-R09E –
G3, G4, G5, G6, G7 & G8
H3, H4, H5, H6, H7 & H8

TOTAL COMPENSATION FOR THIS CONTRACT IS \$16,800.00

RESEARCH	\$5,040.00
MONUMENTATION	\$11,760.00

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, 2024. 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 20, 2024.

AGREEMENT BETWEEN
LAPEER COUNTY
AND
MR. STEVE THOMPSON, P.S.

This agreement is made and entered into this 1 day of May, 2024 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: May 1, 2024



Steve Thompson, P.S.

AGREEMENT BETWEEN
LAPEER COUNTY
AND
MR. STEVE THOMPSON, P.S.

This agreement is made and entered into this 5th day of May, 2024 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: May 1, 2024



Steve Thompson, P.S.

AGREEMENT BETWEEN

LAPEER COUNTY

AND

MR. RAY DAVIS, P.S.

This agreement is made and entered into this 1 day of May, 2024 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: 5-1-24



Ray Davis P.S.

AGREEMENT BETWEEN

LAPEER COUNTY

AND

MR. RAY DAVIS, P.S.

This agreement is made and entered into this 1 day of May, 2024 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: 5-1-24



Ray Davis P.S.

2

REQUEST FOR ACTION

DATE: May 2, 2024

 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: Authorization to renew Karpel software annual fees.

ADDITIONAL INFORMATION: Budget Line item 205-296-850-200 (Prosecuting Attorney / Technology License) has a current balance of \$17,390.67 prior to this request.

CONTACT PERSON(S): John Miller

BACKGROUND INFORMATION: Karpel Solutions provides the case management software utilized daily by the Office of the Prosecuting Attorney.

SUPPORTING DOCUMENTS: Invoice attached.

DRAFT MOTION:

Motion by _____, supported by _____, to approve the payment of annual fees in the amount of \$14,625.00 for Karpel Solutions from budget line item 205-296-850-200.

ATTACHMENTS YES X NO _____

Karpel Solutions
 9717 Landmark Parkway Drive
 Suite 200
 St. Louis, MO 63127
 (314) 892-6300

Date	Invoice
04/26/2024	66978

Bill To:
Lapeer County Prosecuting Attorney's Office- MI Attn: John Miller 255 Clay Street Lapeer, MI 48446 United States

Ship To
Lapeer County Prosecuting Attorney's Office- MI 255 Clay Street Lapeer, MI 48446 United States

Terms	Due Date	PO Number	Reference
Net 30 days	05/26/2024		Annual Billing for May 2024- April 2025

Managed Services Details	Quantity	Price	Amount
Agreement PBK Annual Maintenance			
Annual PBK Maintenance	15.00	\$450.00	\$6,750.00
Additional Storage 11TB/2TB Free 9TB Billable	9.00	\$500.00	\$4,500.00
Agreement PBK Annual Hosting			
Annual PBK Hosting Fee	15.00	\$100.00	\$1,500.00
Agreement PBK Annual Hosted eDiscovery			
PBK E-Discovery Annual Service Fee	1.00	\$1,875.00	\$1,875.00
Total Managed Services Details:			\$14,625.00
Make checks payable to: Below Karpel Solutions 9717 Landmark Parkway Dr. Ste 200 St. Louis, MO 63127	Invoice Subtotal:	\$14,625.00	
	Sales Tax:	\$0.00	
	Invoice Total:	\$14,625.00	
	Payments:	\$0.00	
	Credits:	\$0.00	
Balance Due:		\$14,625.00	

3A

LAPEER COUNTY
Community Mental Health Center
1570 Suncrest Drive, Lapeer, Michigan 48446
(810) 667-0500 FAX: (810) 664-8728

Date: April 16, 2024

☒ 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 approval of attached amended budget.

Additional information:

Motion #0324-004 Lapeer County Community Mental Health Services Board at its Board meeting on March 07, 2024 approved these amendments for the fiscal year 2023-2024.

Contact person(s):

Brooke Sankiewicz, Chief Executive Officer or
Lacey Klimek, Finance Department



Background Information:

To adjust the CMH budget to reflect the estimated revenue and expenses for the fiscal year 2023-2024.

Supporting Documents:

Budget Amendment Form.

Draft Motion:

Move to approve Lapeer County Community Mental Health Budget Amendments for the fiscal year 2023-2024.

Attachments: Yes ☒ No ☐

LAPEER COUNTY
BUDGET AMENDMENT FORM

FUND NAME: CMH

ORIGINATOR: Lacey Klimek 4/16/2024

RECEIVED: 4-18-24 JB Page 1 of 3
REVIEWED: _____
FORWARDED: _____
RETURNED: _____

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	649	506	.000	CCBHC Revenue- DEMO R-10 Medicaid Supplemental	-		\$10,447,452		\$10,447,452
222	649	542	.000	SUD Revenue- State Grant Reimbursement	-		140,000		140,000
222	649	571	.000	SUD Revenue- Convention Facility Development	-		91,536		91,536
222	649	581	.000	SUD Revenue- Local Contributions	-		82,980		82,980
222	649	638	.020	PIHP Contract- Medicaid Revenue	29,778,018			7,290,801	22,487,217
222	649	638	.080	Other Local Income	75,000		42,238		117,238
222	649	681	.010	Earned Contracts	381,389			206,389	175,000
222	990	695	.010	Local Match- Other (Rent)	66,084			66,084	-
222	990	695	.148	Local Match- Other (Lapeer County Parks Project)	66,000			66,000	-
222	990	695	.208	Local Match- Other (MPCB)	6,500			6,500	-
222	990	699	.259	Local Match- Other (KIND)	20,000			20,000	-
222	990	695	.299	Operating Transfers/County Appropriations	110,400			110,400	-
222	990	699	.148	Local Match- Other (Rent)	-		66,084		66,084
222	990	699	.208	Local Match- Other (Lapeer County Parks Project)	-		66,000		66,000
222	990	699	.222	Local Match- Other (MPCB)	-		6,500		6,500
222	990	699	.259	Local Match- Other (KIND)	-		20,000		20,000
222	990	699	.299	Operating Transfers/County Appropriations	-		110,400		110,400
222	649	704	.000	Salary - Permanent	\$8,621,830		1,880,282		\$10,502,112
222	649	714	.000	Medicare- Employer Share	138,606		16,389		154,995
222	649	715	.000	Social Security- FICA Employer Share	592,660		70,078		662,738

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

DEPT. HEAD: 

MOTION #: 0324-004

COMPUTER ENTRY BY: _____

DATE ENTERED: _____

LAPEER COUNTY
BUDGET AMENDMENT FORM

FUND NAME: CMH

ORIGINATOR: Lacey Klimek 4/16/2024

RECEIVED: _____

REVIEWED: _____

FORWARDED: _____

RETURNED: _____

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	649	716	.000	CMH Hospital / Medical / Optical Insurance	1,765,888		416,012		2,181,900
222	649	717	.000	Life Insurance	10,140		1,000		11,140
222	649	718	.000	Retirement - Employer Share	1,630,418			578,403	1,052,015
222	649	723	.000	PEHB/VEBA	46,800		4,680		51,480
222	649	728	.000	Postage	13,000		2,000		15,000
222	649	730	.000	Office Supplies	232,398		24,000		256,398
222	649	801	.010	Consulting- Financial & Contract Management Services	279,300			4,500	274,800
222	649	810	.040	Custodial Services	75,929		3,970		79,899
222	649	813	.000	Other Contracted Services	987,635		10,000		997,635
222	649	813	.019	Specialized Residential Services Contracts (AFC)	4,079,945		1,459,055		5,539,000
222	649	813	.021	Consulting- Physician Services- CMH & Group Homes	912,980		34,000		946,980
222	649	813	.102	SPMI Contracted Services	304,500		50,000		354,500
222	649	813	.150	Self Determination- SW	405,075			20,000	385,075
222	649	813	.160	Group Home Building Leases	159,520		7,000		166,520
222	649	813	.171	MCSI Lapeer- CLS	210,324			10,000	200,324
222	649	813	.180	Day Programming	1,597,773			60,000	1,537,773
222	649	813	.220	Community Living Services- CLS	230,000			30,000	200,000
222	649	813	.240	Respite Services	201,000			16,000	185,000
222	649	813	.250	Respite Services- Other/Camp	5,000		2,500		7,500
222	649	813	.290	CLS Services- LTW	113,712			7,000	106,712
222	649	941	.011	Group Home - Equipment Reimbursement	47,396			3,500	43,896

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

COMPUTER ENTRY BY: _____

DEPT. HEAD: _____

MOTION #: 0324-004

DATE ENTERED: _____

LAPEER COUNTY
BUDGET AMENDMENT FORM

Page 3 of 3

FUND NAME: CMH

ORIGINATOR: Lacey Klimek 4/16/2024

RECEIVED: _____

REVIEWED: _____

FORWARDED: _____

RETURNED: _____

ACCOUNT NUMBERS					DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT				BUDGET	BUDGET			BUDGET
222	649	941	.	020	CMH Building Rent	97,017		51,192		148,209
222	649	956	.	000	Professional Education/Training- CMH Staff/Group Home DCW	67,000			7,000	60,000
222	649	969	.	000	County Cost Allocation	464,520		8,761		473,281
222	649	975	.	110	CMH Building Repairs & Maintance Contract	165,180			7,500	157,680
222	649	977	.	000	Equipment	45,000		10,000		55,000
										-
										-
					TOTALS	\$54,003,937	\$0	\$15,124,109	\$8,510,077	\$60,617,969

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

COMPUTER ENTRY BY: _____

DEPT. HEAD: _____

MOTION #: 0324-004

DATE ENTERED: _____

3B

LAPEER COUNTY
Community Mental Health Center

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

Date: April 25, 2024

☒ 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 2023-2024. 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 #0424-011 approved by the Lapeer County Community Mental Health Services Board at its Board meeting on April 18, 2024 authorizing the CMH Director to make this request.

Contact person(s):

Brooke Sankiewicz, Chief Executive Officer or
Lacey Klimek, 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 ☒

Request for Action

Date: April 29, 2024

To: Lapeer County Board of Commissioners

From: Brooke Sankiewicz, CEO



Summary of Request/Information:

Request approval of the Lapeer County Community Mental Health annual needs assessment. The needs assessment is completed annually to determine the mental health needs of the residents of Lapeer County and identifies services necessary to meet those needs. The annual needs assessment is submitted to MDHHS.

Contact Person(s):

Brooke Sankiewicz, Chief Executive Officer

Background Information:

A Public Hearing was posted for the appropriate timeframe and publications as outlined in the Mental Health Code. The CMH Board approved the needs assessment at their meeting on April 18, 2024.

Supporting Documentation:

Needs Assessment attached

Draft Motion:

Moved by _____ supported by _____ to approve the Lapeer County Community Mental Health annual needs assessment.

FY23

OCTOBER 1, 2022 - SEPTEMBER 30, 2023



COMMUNITY NEEDS ASSESSMENT

The mandated annual assessment is conducted collaboratively with stakeholders. It gathers and analyzes data from diverse sources to help understand county demographics, healthcare access, and educational outcomes. This needs assessment also serves as a data-driven tool for community health promotion and decision-making.

Population Dynamics and Vulnerabilities

The census data reveals demographics of Lapeer County, reflects the evolving needs, of the vulnerable populations.

Lapeer County Census Population

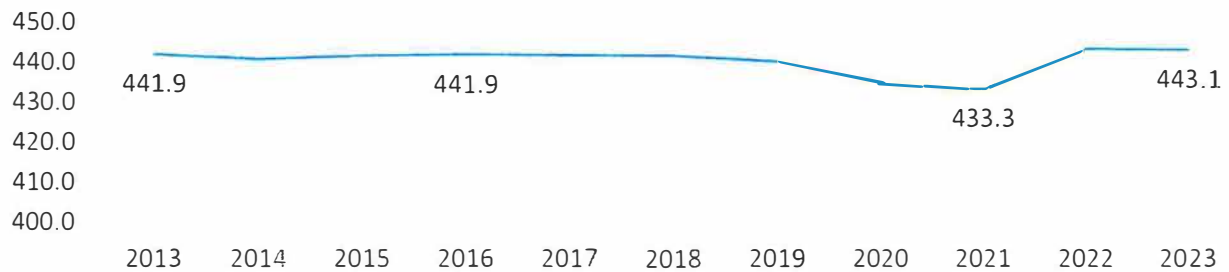
Lapeer County's population has increased overall from 2013 to 2023.



Source: <http://worldpopulationreview.com/us-counties/mi/>

People with Developmental Disabilities

Estimates of individuals with developmental disabilities in Lapeer County increased 2013 to 2023



*Estimate based on 0.5% of Lapeer County population

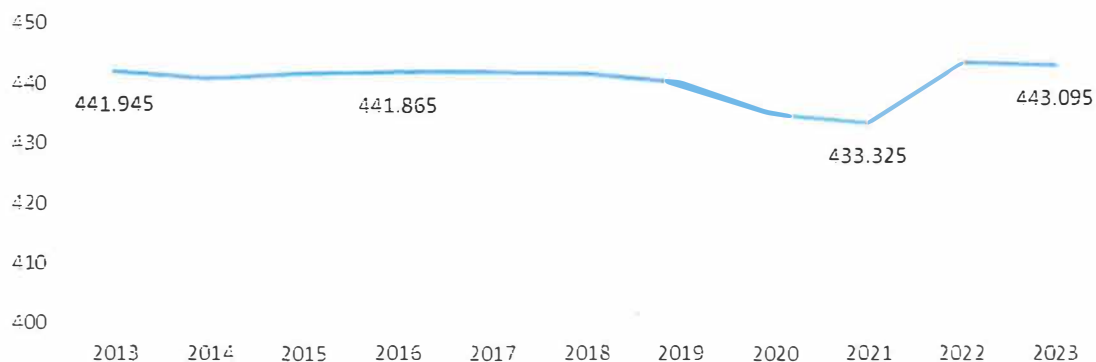
Adult Michiganders with Serious Mental Illness

About 4.7% of Michiganders are diagnosed with a serious mental illness. Based on that percentage and the population of Lapeer County, it is estimated that there are **4,165 Lapeer County residents** living with a serious mental illness.

Source: https://www.samhsa.gov/data/sites/default/files/reports/rpt32839/Michigan-BH-Barometer_Volume6.pdf

Children at risk for Serious Mental Disturbance due to 100% below Poverty

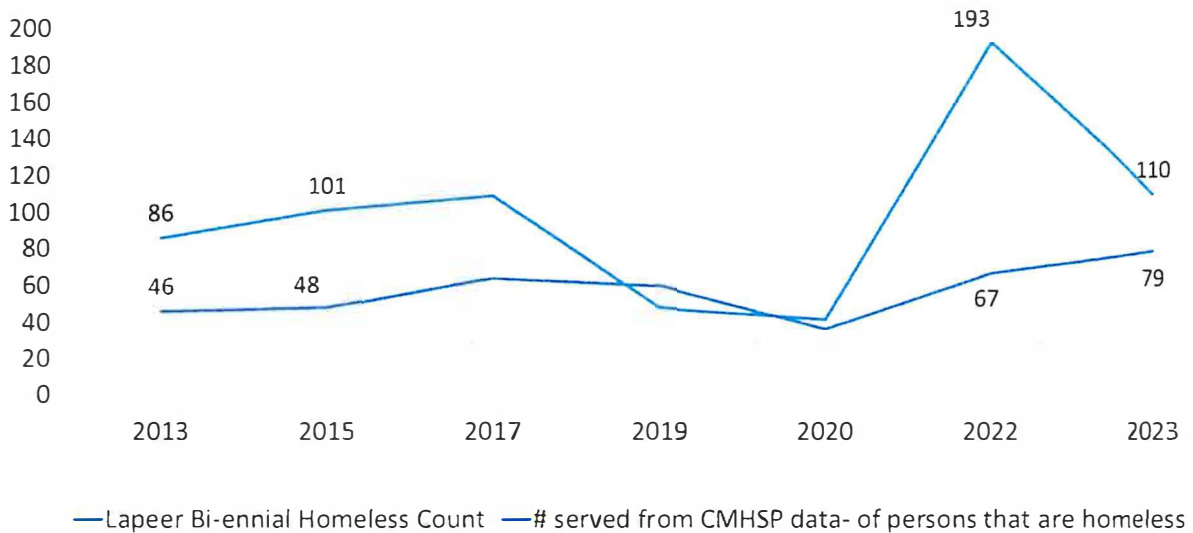
The CDC named this a significant marker of data due to the increased risk of poor mental health for children that are living 100% below national poverty level.



Source: https://data.census.gov/?intcmp=aff_cedsci_banner

Houseless Point-in-Time Count

The number of houseless individuals appears to fluctuate from year to year.



Source: Housing Development Commission, Lapeer CMH Record

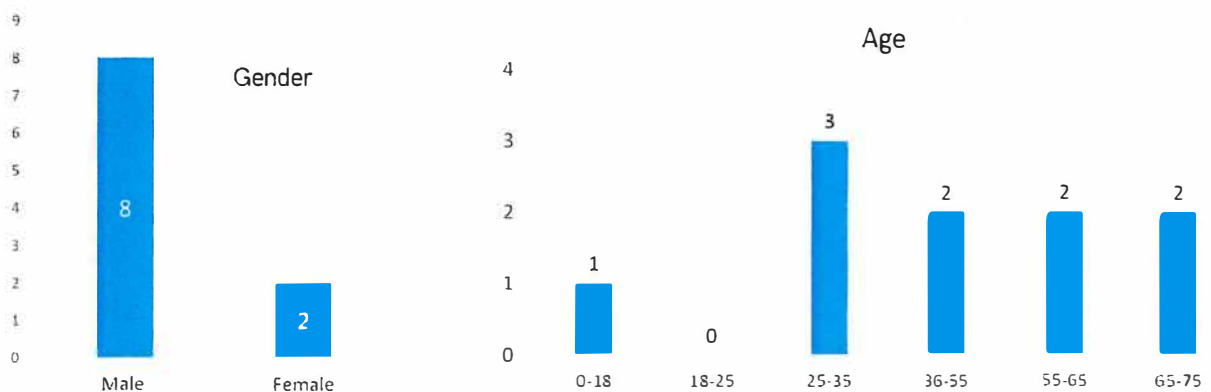
Veteran Population

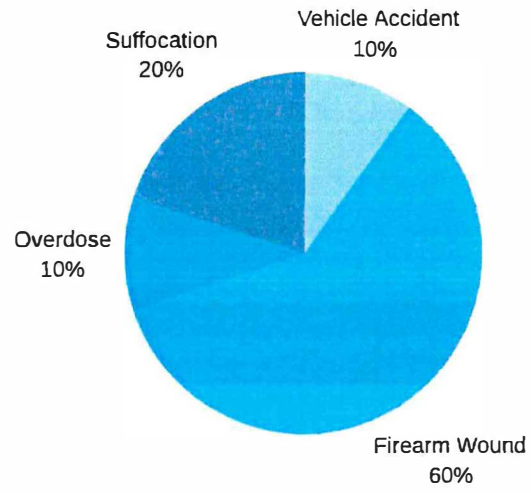
Lapeer County has a higher (9.7%) population of Veterans compared to Michigan (5.8%) overall.

Source: <https://data.census.gov/table/ACSST1Y2022.S2101?q=veterans%20in%20michigan>

Suicide Loss

Lapeer County has lost 10 individuals to suicide in 2023 a majority are male above the age 55 and utilized a firearm in the means of loss of life.





Source: Lapeer County Suicide Prevention Network

Medicaid Enrollment (September Point-in-Time)

Lapeer County Medicaid enrollment is consistent 2013-2023



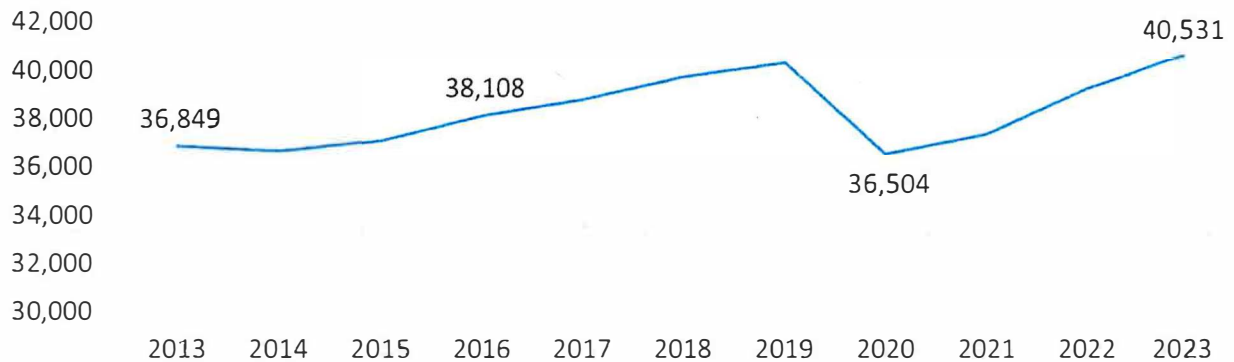
Does not include Healthy Michigan numbers. [Source: https://www.michigan.gov/mdhhs/0,5885,7-339-71547_4860-15061-00.html](https://www.michigan.gov/mdhhs/0,5885,7-339-71547_4860-15061-00.html)

Social Support Systems and Interventions

Lapeer County's response to these challenges is multifaceted, with initiatives ranging from community employment programs to jail diversions foster care beds special education

Lapeer County Employment

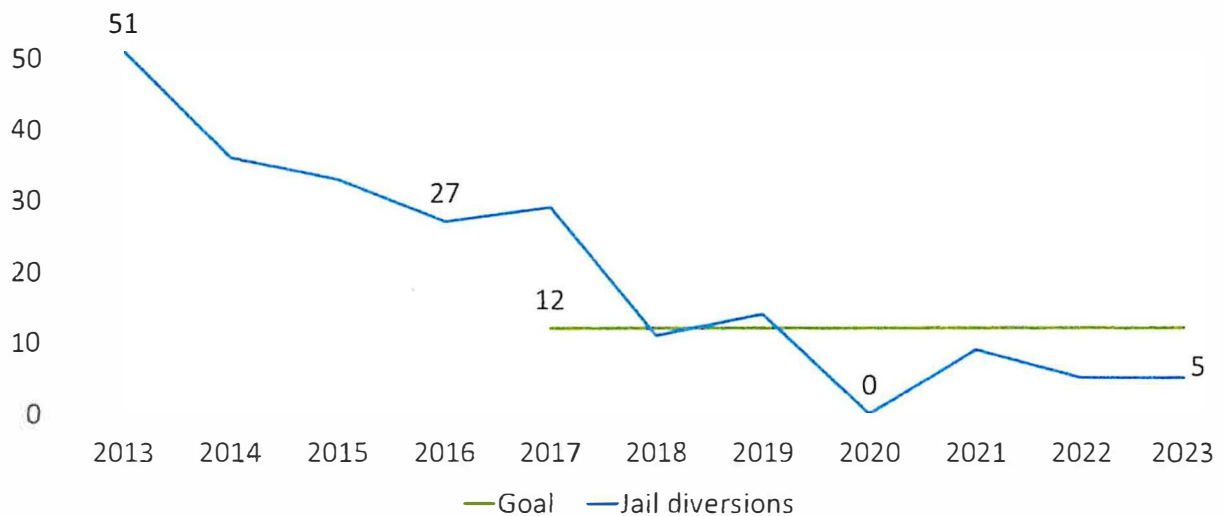
Lapeer County employment has increased from 2013 to 2023



Source: State of Michigan Labor Market Information <https://milmi.org/DataSearch/LAUS>

Justice System

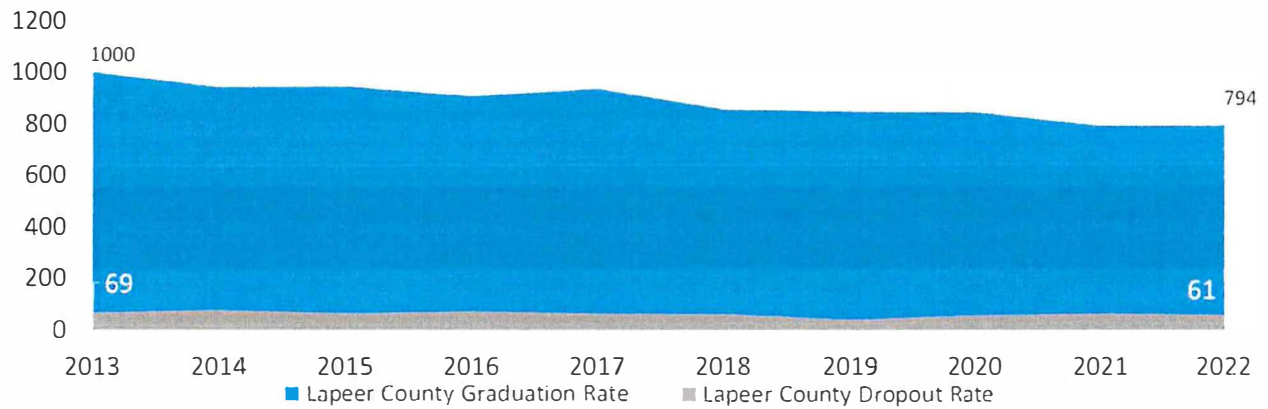
Lapeer County jail diversions decreased from 2013 to 2023



Source: LCCMH Data

Education System

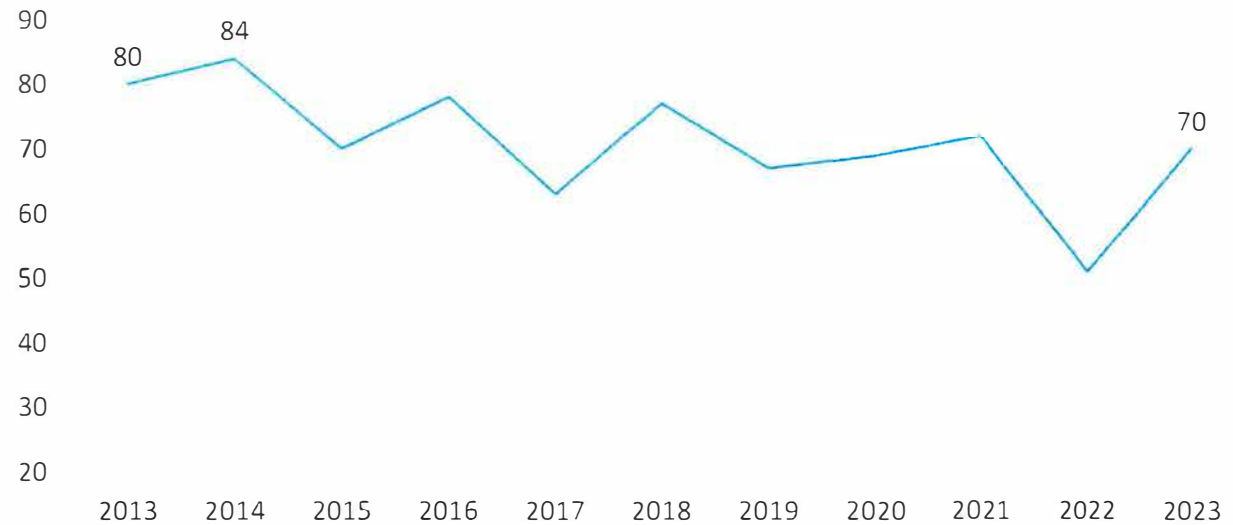
The majority of Lapeer County students graduated in 2022 with about a 7% drop out rate.



Source: Lapeer ISA and <http://datacenter.kidscount.org/data/bystate/Default.aspx?state=MI>

Education System Continued

The number of students aging out or graduating from special education is consistent 2013-2023.

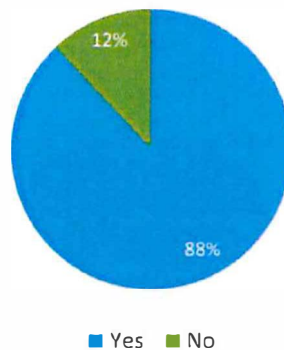


Access to Care

Providers in Lapeer County offer different avenues to access the care and support an individual who needs support with mental health.

Primary Care Physician

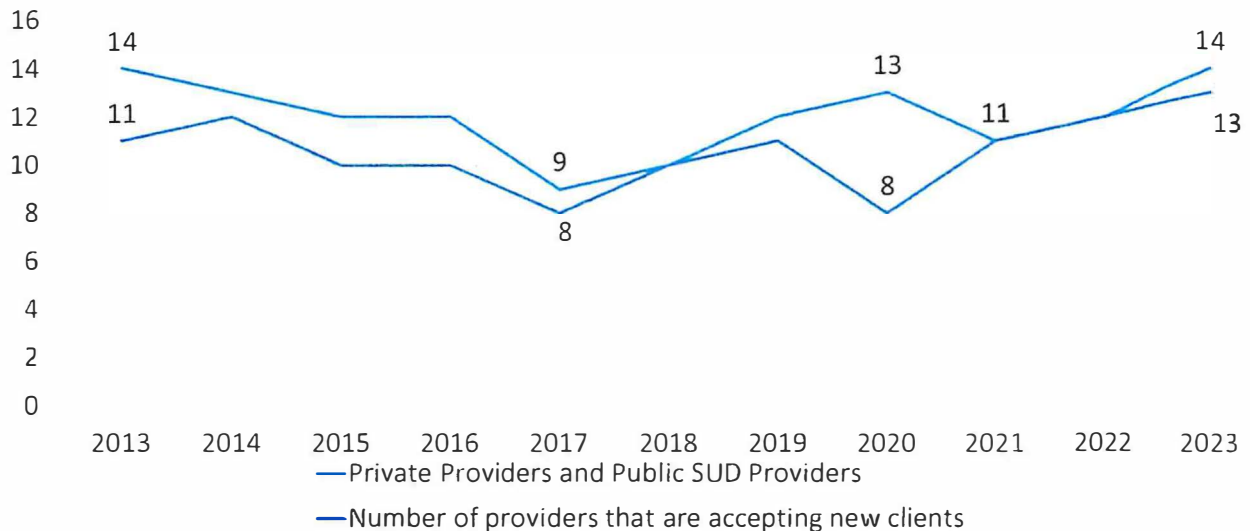
The majority of LCCMH persons served have a primary care physician on record



Source – LCCMH Data. Point in time data pulled 3/1/2024

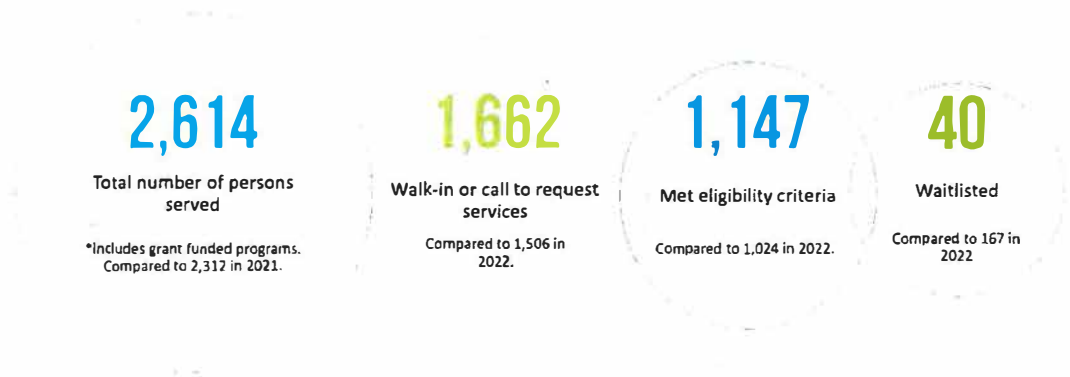
Public and Private Providers

The number of public and private substance use disorder providers in Lapeer County has remained consistent, and many are accepting new clients.



Service Request Disposition

Lapeer County Community Mental Health continues to provide consistent evidence-based care for individuals experiencing mental health conditions.



Priority Areas

The stakeholder satisfaction survey is conducted every 2 years with various community partners, CMH staff and Board members, and persons served. The feedback received from this survey helps identify the priority issues and guides responses listed below

Priority Issue 1

Increase education and collaboration with community partners

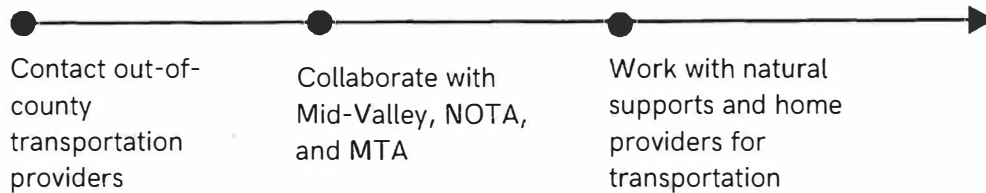
Response:

- ☐ Reach out to local police departments
- ☐ Maintain participation in the Lapeer Community Collaborative
- ☐ Attend monthly Community Resource meetings
- ☐ Conduct education and awareness efforts

Priority Issue 2

Expand transportation services

Response:



Priority Issue 3

Appropriate office space to conduct individual and crisis sessions

Response

Address the need for additional space at Maple Grove

Explore office leases and portable units

Optimize space utilization at the Main Building

Priority Issue 4

Access to services

Response:

- ☐ Same-day intakes for adults and plan for children
- ☐ CCBHC Demonstration site
- ☐ Address staffing shortages and transportation barriers

Priority Issue 5

Groups addressing specific mental health topics

Response

Train staff in Zero Suicide model and Evidence-Based Practices

Offer various support groups (e.g., DBT, PTC, WRAP, WHAM)

Develop trauma-informed care work plans

Provide regular cultural competency trainings

Overview

The identified priority issues directly stem from the needs assessment conducted, which highlighted gaps and challenges in the community's mental health services. The assessment uncovered limitations in education and collaboration with community partners, insufficient transportation services, inadequate office space, barriers to accessing services, and a lack of support groups for various mental health concerns. The priority issues identify areas requiring attention and action to address and improve overall mental health services within the community.

FY23



COMMUNITY NEEDS ASSESSMENT

October 1, 2022 – September 30, 2023

4A

DATE: May 3, 2024

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: COMMITTEE OF THE WHOLE

FROM: Moses Sanzo, County Controller/Administrator

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

BACKGROUND INFORMATION:

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Moses Sanzo and/or Doreen Clark

SUPPORTING DOCUMENTS: Legal Summary for Invoice #15640

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board to authorize payment to Shifman Fournier, PLC, in the amount of \$2,235.00 for labor related legal services rendered through April 30, 2024, 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, Suite100
Bingham Farms, MI 48025
Phone (248) 594-8700
Fax (248) 594-7080
shifmanfournier.com

VIA EMAIL ONLY

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

May 1, 2024

Moses Sanzo, County Administrator/Controller
Lapeer County
255 Clay Street
Lapeer, MI 48446

Re: Lapeer County/Invoice for Services

Mr. Sanzo:

Attached please find our invoice for services through April 30, 2024.

Invoice No. 15640

Lapeer County –	
General	\$ 1,785.00
Sheriff's Department	\$ 375.00
CMH	\$
FOC	\$
District Court	\$
Health Department	\$
911 MAPE	\$
911 POAM	\$ 75.00
Non-Union	\$

TOTAL DUE	\$ 2,235.00
------------------	--------------------

Please make check payable to Shifman Fournier, PLC

Thank you for your attention in this matter. If you have any questions or comments, please feel free to contact me at your convenience.

Very truly yours,

SHIFMAN FOURNIER

Jessica Fanego, Office Administrator
Jessica@shifmanfournier.com

Cc Doreen Clark, Office Manager & FOIA Coordinator

(4B)

REQUEST FOR ACTION

DATE: 5/3/2024

 x REQUEST FOR ACTION

 _____ FOR YOUR INFORMATION

 _____ REQUEST FOR INFORMATION

TO: Board of Commissioners

FROM: Finance

SUMMARY OF REQUEST / INFORMATION: Request to approve Budget Amendment for Polly Ann Trail

ADDITIONAL INFORMATION: Funding was approved with Board Motions:
124-2023, 36-2024, 81-2024,

CONTACT PERSON(S): Jackie Arnold

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Board Motions

DRAFT MOTION: Motion by _____, Supported by _____, to approved the attached Budget Amendment for Polly Ann Trail Fund 214, to reflect the approved funding.

ATTACHMENTS YES x NO _____

LAPEER COUNTY

BUDGET AMENDMENT FORM

FUND NAME : Polly Ann TrailORIGINATOR: Jacky BennettDATE SUBMITTED: 5-3-24

RECEIVED : _____

REVIEWED : _____

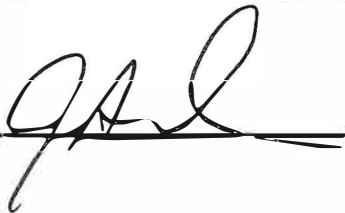
FORWARDED: _____

RETURNED : _____

ACCOUNT NUMBERS			DESCRIPTION	ORIGINAL BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT						
214	751	542.000	State Grant	0	0	15,000.-		15,000.-
214	752	506.000	Federal Reim.	0	0	287,300.-		287,300.-
214	756	542.000	State Grant	10,000.-	10,000.-	35,000.-		45,000.-
214	756	674.000	Contribution	0	0	15,000.-		15,000.-
214	751	813.000	Contracted	0	0	15,000.-		15,000.-
214	752	813.000	Contracted	0	0	287,300.-		287,300.-
214	756	813.000	Contracted	10,000.-	10,000.-	50,000.-		60,000.-

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

DEPT. HEAD: _____



MOTION #: _____

COMPUTER ENTRY BY: _____

DATE ENTERED : _____

123-2023

Motion by Hamilton, supported by Haggadone, to authorize payment to Shifman Fournier, 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. Motion carried.

124-2023

Motion by Zender, supported by Howell, to adopt the following Resolution regarding the Dryden Casey Project Michigan Department of Natural Resources Spark Grant Agreement ; and further, to accept the Grant Agreement to authorize the Chair/Vice-Chair to sign said agreement.

RESOLUTION #2023-R004
TO ACCEPT THE DRYDEN CASEY PROJECT
M.D.N.R. SPARK GRANT AGREEMENT

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 (\$11,492.00) 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."

Roll Call vote: Zender, aye; Hamilton, aye; Howell, aye; Knisely, aye; Mast, aye; Haggadone, aye; Kohlman, aye. 7 ayes. Motion carried unanimously.

125-2023

Motion by Haggadone, supported by Hamilton, to approve the submitted 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 1, 2023 through September 30, 2023, which is the term of the current grant; and further, to authorize the Interim County Controller and Chairman to sign said agreement. Motion carried.

126-2023

Motion by Zender, supported by Mast, to have the Household Hazardous Waste Fall event on the April 27, 2023 Regular Board Meeting Agenda. Motion carried.

**LAPEER COUNTY BOARD OF COMMISSIONERS
SPECIAL BOARD MEETING
January 11, 2024**

Chairman Kohlman called the meeting to order at 9:57 a.m. In the Commission Chambers on the lower level of the County Complex Building. Commissioner Haggadone opened the meeting with prayer. The Pledge of Allegiance was recited.

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

AGENDA

33-2024

Motion by Howell, supported by Knisely, to accept the agenda with the addition of Committee appointment to the Mental Health Services Board and the Emergency Management Advisory Council, and the deletion of a closed session. Motion carried.

PUBLIC TIME – One person spoke during public time.

34-2024

Motion by Knisely, supported by Zender, pursuant to Motion #362-2023 from the November 30, 2023 Regular Board Meeting, to allocate and authorize up to \$6.8M of A.R.P.A. Funds towards the Torzewski County Wetlands Water Park Renovation Project, Option #1 (Fund 281, expenditure category 2.35); and further, to authorize the Building & Grounds/Parks Director to proceed with ordering the Waterslide and other project components that require a longer ordering timeframe in order to meet the construction deadlines, with the understanding that all purchases will be made with the assistance and oversight of the Project Engineers and all appropriate County financial, purchasing and bid policies will be followed. Motion carried.

35-2024

Motion by Zender, supported by Mast, pursuant to the recommendation of the Properties Committee, to authorize Buildings and Grounds/Parks Department to proceed with Rowe Professional Service Co. for engineering plans for the Polly Ann Trail Grant. Motion carried.

36-2024

Motion by Zender, supported by Mast, to accept the grant Memorandum of Understanding and Agreement between the County of Lapeer and the Michigan Department of Natural Resources, in the amount of \$45,000.00 plus the \$15,000.00 in matching funds from the Friends of the Polly Ann Trail and Dryden Township, for a total of \$60,000.00 for Engineering Services work related to the Polly Ann Trail Project, as submitted and presented, and to issue a notice to proceed to Rowe engineering; and further, to authorize the Chairman to sign said agreement. Motion carried.

73-2024

Motion by Hamilton, supported by Zender, to enter into a three (3) year contract with MGT of America Consulting, LLC for the Friend of the Court and Prosecuting Attorney Title IV-D Cooperative Reimbursement Program, as submitted, and further, to authorize the Chair/Vice-Chair to sign said contract. Motion carried.

74-2024

Motion by Hamilton, supported by Zender, to authorize Probate Court to purchase Training from University of Cincinnati Corrections Institute in the amount of \$6,750.00 for Youth Level Assessment Tool. Motion carried.

75-2024

Motion by Hamilton, supported by Zender, to accept the State of Michigan 2024 County Veteran Service Fund Grant awarded up to \$93,689.85, and further, to authorize the Chair/Vice-Chair to sign said Grant. Motion carried.

76-2024

Motion by Hamilton, supported by Zender, to authorize payment to Shifman Fournier, PLC in the amount of \$1,035.00, for labor related legal services rendered through January 31, 2024, to be paid from line item 101-239-801.020. Motion carried.

77-2024

Motion by Knisely, supported by Mast, to authorize Administration to purchase a renewal subscription from SHI for the Budget Book Software, in the amount of \$20,556.00, to be paid from line item 101-228-813.030. Motion carried.

Valley Area Agency on Aging (VAAA) Executive Board78-2024

Motion by Howell, supported by Knisely, to re-appoint Willa Talley to serve on the Valley Area Agency on Aging (VAAA) Executive Board for a two-year term ending December 31, 2025. Motion carried.

79-2024

Motion by Zender, supported by Haggadone, pursuant to the recommendation of the Properties Committee, to authorize the County to sell passenger van to Central State Group Home at a price of \$14,243.00. Motion carried.

80-2024

Motion by Zender, supported by Haggadone, pursuant to the recommendation of the Properties Committee, to authorize the reassignment of the current vehicle from MSUE to Building and Grounds general fleet. Motion carried.

81-2024

Motion by Zender, supported by Haggadone, pursuant to the recommendation of the Properties Committee, to accept the grant Memorandum of Understanding and Agreement between the County of Lapeer and the Michigan Department of Natural Resources in the amount of \$15,000.00 for funding of regular maintenance along the Polly Ann Trail; and further to authorize the Chairman to sign said grant agreement. Motion carried.