



Lapeer County Board of Commissioners

255 Clay Street, Suite 301

Lapeer, Michigan 48446

Phone: (810) 667-0366

Fax: (810) 667-0369

www.lapeercountymi.gov

COMMITTEE OF THE WHOLE AGENDA

COMMISSION CHAMBERS

August 8, 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 **JULY 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) **MSU EXTENSION** – Agriculture & Agribusiness Educators programing and efforts update.
- 2) **CHERYL CLARK, KIND Executive Director** – Request to renew service funding for the KIND (Kids in New Direction) School-to-Career Preventative Program in the amount of \$18,500.00.
- 3) **PROSECUTING ATTORNEY** – Request the acceptance of the FY 2025 Crime Victim Rights Grant.
- 4) **FRIEND OF THE COURT** – Request to approve the FY 2024 Access & Visitation Contract 1st Amendment.
- 5) **HEALTH DEPARTMENT** – Request to approve of the FY 2025 Fee Schedule.
- 6) **TREASURER** – Request to authorize payment to BS & A for the annual service/support fee for the Assessing Program.
- 7) **MENTAL HEALTH** –
 - A. Request to approve the final FY 2023-2024 Appropriation Transfer.
 - B. Request to approve the annual renewal of Square 9 software program.

- C. Request to approve the annual renewal for the AccountMate software program.
- D. Request to approve the annual renewal for the Valenz Assurance subscription.
- E. Request to authorize payment to Family Building Company for completed repairs at the Harmony Hall Clubhouse.

8) **ADMINISTRATION/FINANCE -**

- A. Request authorization to pay The Kelly Firm for corporation counsel legal services through June 30, 2024.
- B. Request authorization to pay Shifman Fournier for labor services through July 31, 2024.
- C. Request authorization to pay the Michigan Association of Counties annual dues for FY 2024-2025.
- D. Request to approve proposed budget amendment
- E. Planning – PA116 application for Almont Township.
- F. Request to adopt the resolution authorizing entry of participation agreement in the Kroger National Prescription Opiate Litigation.

OLD BUSINESS

- 9) Draft Properties Motion to approve the license agreement for the placement of an Art board at the Historic Courthouse. *(Referred from the 07/25/24 Full Board with Authority to Act)*
- 10) Draft ARPA Motion to approve the replacement of the Complex Generator and closure of the underground tank. *(Referred from the 07/25/24 Full Board with Authority to Act)*

ADDITIONAL ITEMS *(if needed)*

11)

OTHER BUSINESS

12)

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

ADJOURN -

Upcoming Meetings/Public Hearings/Events:

FULL BOARD MEETING – **08/22/2024**

NEXT C.O.W MEETING – **09/12/2024**

FOLLOWING FULL BOARD: **09/26/2024**

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

**** 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) **

COMMITTEE OF THE WHOLE

July 11, 2024

9:00 a.m.

Chairman Kohlman called the meeting to order at 9:00 a.m. in the Commission Chambers on the lower level of the County Complex Building. Commissioner Mast opened the meeting with a prayer. The Pledge of Allegiance was recited.

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

Absent: Commissioner Kevin Knisely

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

Motion by Zender, supported by Howell, to approve the agenda with the addition of a motion regarding Torzewski Park renovations, a request from Veterans Affairs to remove a member, and the deletion of a closed session. Motion carried.

Motion by Haggadone, supported by Hamilton, to approve the minutes from the June 13, 2024 Committee of the Whole Meeting, as presented. Motion carried.

Elected Official/Department Head Updates

John Bustle, Program and Operations Director, and Jillian Clark gave an update for the county parks and Torzewski Park events during the closure of the water feature.

Public Time – Three people spoke during public time.

PUBLIC HEARING

Regarding the Community Development Block Grant (CDBG) Housing Improving Local Livability (CHILL) Program

Chairman Kohlman declared the Public Hearing in session pursuant to the Public Hearing Notice Published in the newspaper and invited anyone from the public to comment. No public comments were received. Sara Whaley, Emergency Management Director, answered questions from the committee.

Chairman Kohlman declared the Public Hearing Closed. 9:15 a.m.

Motion by Howell, supported by Zender, pursuant to authority to act given at the June 27th Regular Board Meeting (BOC Motion #222-2024) as well as the public hearing notice that was published on July 3, 2024, to close the Public Hearing regarding the Community Development Block Grant (CDBG) Housing Improving Local Livability (CHILL) Program application and approve submission of the minutes of the public hearing to the Michigan State Housing Development Authority for the record, noting the maximum award in the amount of \$500,000.00. Motion carried.

Motion by Zender, supported by Haggadone, to recommend to the Full Board, to authorize the Sheriff's Department to purchase an "AquaEye and AquaEye Reach" handheld sonar for the Dive Team from line 207-307-977.000 in the amount of \$6,900.00. Motion carried.

Motion by Howell, supported by Haggadone, to recommend to the Full Board, to approve the Lapeer County Sheriff's Office submission of the Corrections Officer's training grant reimbursement for the 2nd half of the calendar year; and further, to authorize the Chair/Vice-Chair to sign said grant. Motion carried.

Motion by Howell, supported by Haggadone, to recommend to the Full Board, to approve the Lapeer County Community Mental Health the following Budget Amendments for the fiscal year 2023-2024:

Page 1 of 2

RECEIVED 6/25/24
REVIEWED 6/27/24
FORWARDED:
RETURNED:

FUND NAME: CMH
ORIGINATOR: Lacey Klumak 06/25/2024

ACCOUNT NUMBERS		DESCRIPTION	ORIGINAL BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
222	649	505 010 TDMC Grant revenue- Standard HFD	\$0		\$13,500		\$13,500
222	649	507 623 ACT Grant Revenue- MDHHS			\$3,521		\$3,521
222	649	558 010 MDHHS General Fund	1,182,222	1,142,222		19,333	1,162,899
222	649	558 011 LOSS Grant Revenue- MPH			8,300		8,300
222	649	601 030 Misc Income- Memory Hall	5,000	6,000		2,000	4,000
222	649	638 040 Private Pay	9,500	6,000	24,000		20,500
222	649	638 050 Other Local Income	75,022	117,238	19,832		136,870
222	649	681 010 Earned Contracts	381,358	179,603		30,000	149,603
222	649	692 010 Misc Revenue	7,000	7,000	3,000		10,000
222	649	735 000 Office Supplies	\$106,368	256,298	80,000		\$336,398
222	649	735 010 Therapy Supplies	90,000	95,508	1,500		104,158
222	649	790 000 TDMC Grant Expenses- Standard HD			2,500		2,500
222	649	790 005 TDMC Grant Expenses- MPH			6,000		6,000
222	649	813 018 Specialized Residential Services Contracts (AFG)	4,078,515	5,035,006	285,132		5,324,132
222	649	813 026 Consulting- Computer Software Services	170,000	170,000	15,000		185,000
222	649	813 021 Consulting- Physician Services- CMH & Group Homes	870,900	945,560	50,000		995,560
222	649	813 102 SFMH Contracted Services	364,500	364,500	30,000		394,500
222	649	813 150 Self-Administration- SVW	275,075	385,075	55,000		440,075
222	649	813 166 Group Home (Building) Leases	150,100	166,500	1,000		173,500
222	649	813 176 Group Home Providers- Adult Res Service Contract	5,774,634	5,774,634		816,734	5,137,900

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!

DEPT HEAD: 

MOTION #: 0624-003

COMPUTER ENTRY BY: _____

DATE ENTERED: _____

LAPEER COUNTY

BUDGET AMENDMENT FORM

FUND NAME: CMH

ORIGINATOR: LeRoy Klinek 06/25/2024

RECEIVED: _____

REVIEWED: _____

FORWARDED: _____

RETURNED: _____

ACCOUNT NUMBERS			DESCRIPTION	ORIGINAL BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT						
222	649	813 220	Community Living Services - CLS	200,000	200,000	145,000		345,000
222	649	813 240	Respite Services	185,000	185,000		60,000	135,000
222	649	813 290	CLS Services - LTW	100,712	100,712		100,000	6,712
222	649	850 050	Staff Travel	78,750	78,750	10,000		88,750
222	649	932 000	CMH Owned Vehicle Repairs & Gas, Oil, Lube	42,000	42,000	7,000		49,000
222	649	941 000	Equipment Rental/Lease (Copy Machine, etc.)	42,537	42,537	3,000		45,537
222	649	956 000	Professional Education/Training: CMH Staff/Group Home DCW	60,000	60,000	20,000		80,000
222	649	957 000	Dues & Memberships	18,500	18,500	20,000		38,500
222	649	981 003	Diane Vaughn & McNabb SIPS	114,778	114,778	87,401		202,179
222	649	981 004	ACT Grant Expenses - MDHHS			53,521		53,521
TOTALS				\$14,549,048	\$10,031,552	\$274,707	\$838,087	\$18,166,182

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

DEPT. HEAD: _____

MOTION #: 0624-003

COMPUTER ENTRY BY: _____

DATE ENTERED: _____

Motion carried.

Motion by Haggadone, supported by Zender, to recommend to the Full Board, to accept the 2023 Actuarial Report as prepared by the Municipal Employees' Retirement System (MERS). Motion carried.

Motion by Zender, supported by Hamilton, to recommend to the Full Board, to authorize the payments to The Kelly Firm, in the amount of \$8,890.00 for corporation counsel legal services rendered through April 30, 2024; and further, to authorize payment of \$1,925.00 for corporation counsel legal services rendered through May 31, 2024, for a grand total of \$10,815.00 to be paid from line item 101-239-801.020. Motion carried.

Motion by Haggadone, supported by Zender, to recommend to the Full Board, to authorize payment to Shifman Fournier, PLC, in the amount of \$1,935.00 for labor related legal services rendered through June 30, 2024, to be paid from line item 101-239-801.020. Motion carried.

Motion by Zender, supported by Hamilton, to recommend to the Full Board, to authorize Buildings Grounds/Parks Director and/or County Administrator to sign any documents pertaining to the Torzewski County Wetlands Waterpark Renovations Project, within the scope of work and monies previously approved at their January 11, 2024 Regular Board Meeting (Board Motion #34-2024), to avoid delays in the completion of the project. Motion carried.

Motion by Howell, supported by Haggadone, to recommend to the Full Board, to remove Gabriel Lossing from the Veterans Affairs Committee, with the term ending December 31, 2026. Motion carried.

Public Time – Six 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

No update given.

Motion by Haggadone, supported by Zender, to adjourn the meeting. 10:13 a.m.

Tom Kohlman, Chairman
Committee of the Whole

REQUEST FOR ACTIONDATE: 7/30/24 x REQUEST FOR ACTION**TO: County of Lapeer Board of Commissioners****FROM: Lapeer County KIND**

SUMMARY OF REQUEST / INFORMATION:

1. Request for School to Career high school and Jr high program
 Request the purchase of services for KIND's School to Career program. KIND will work with the high schools and Jr High schools to keep students in school, help them to graduate and help students to obtain a career path. KIND will have a worker in the Jr. high and high school 5 hours a week for the 2024/2025 school year providing the school will match the dollars need to sustain the program.

ADDITIONAL INFORMATION:

Attached

CONTACT PERSON(S):

Cheryl Clark
 KIND Executive Director

BACKGROUND INFORMATION:

The Collaborative has 3 concerns they are concentrating. One is the high dropout rate of high school student and students who do not graduate on time, approximately 191 students. The dropout rate has more than doubled since 2013.

SUPPORTING DOCUMENTS:

attached

DRAFT MOTION:

To approve the purchase of service with Lapeer County KIND to provide services to County of Lapeer Schools for the School to Career Program for the Jr High and High Schools, in the amount of \$18,500 which is the budgeted amount.

ATTACHMENTS YES x NO

During the 2023-2024 school year, Kids In New Directions, KIND, was able to provide an opportunity for effective, meaningful support at the middle and high school levels in Lapeer County. Students upbringings all are different. Therefore, each child may need different support. KIND creates a positive environment for everyone. Some students face serious challenges to school success, including poverty, special needs, family concerns, bullying, grief, depression, anxiety, and other barriers that make each day difficulty to manage. With the need of staff in the buildings, KIND is able to assist.

KIND seeks to help identify and meet the needs of students who may be struggling with academically, socially, or at home problems. A KIND worker helps build relationships with students by meeting with weekly or often as needed. KIND helps students set short- and long-term SMART goals, analyze strategies that help the student succeed in life, improves school performance and appearance/self-esteem. KIND works well with school staff and communicates with caregivers/parent(s). With the support of a KIND worker a child is given different tools, strategies, and techniques to help them become a better version of themselves.

Within this school year, KIND served over 100 students. Each student was referred based on their own struggles and needs. KIND was able to work with each student independently and provide services to meet their needs/wants. KIND encouraged each child to build a positive mindset and use positive affirmations. Working with staff and child there was many improvements within these caseloads of children.

For example, KIND helped a senior who was struggling with anxiety and depression attend her graduation. This student was told that she was unable to graduate due to her attendance, however, when worker started to provide support we realized child already had enough credits to graduate. Child stated how KIND helped her so much. Another senior, who was living in a tent, was able to graduate with KIND's help. A seventh grader was having a hard time coping with her home life. She was very emotional and seemed to be visiting the office multiple times a day. With KIND support child learned different positive coping skills to help with her feelings. Her trips to the office declined and she started to improve her problem-solving skills. There was a handful of students who were struggling academically. KIND provided support and many students grades improved, as well as their perspectives.

Zemmer asked KIND to start a FRIENDSHIP group for their students. KIND worked with a school colleague to create a group weekly. With the four months that the group was created, we had about eight students who came. At first everyone was quiet, however, over the weeks smiles and laughter started among the group of students. These friends became friends outside of the group as well.

KIND helped a handful of students get connect to MI Works for extra support. A CFI student was able to get employment in a job that he was going to ED Tech for. Another student was set up an interview for a class grade.

Just like every year, KIND provided so much support and services to the schools. The examples given was only a few reasons why KIND is needed in the schools. KIND notice increased in self-esteem, a sense of accomplishment, and better prospects for moving on to higher education while working with these students. Just like adults, children also want someone to listen when they needed someone to talk to. KIND feels that every student could benefit from have having an adult who checks in on them and knows that they care.

KIND Programs:

- **KIND works with kindergarten to 8th grade children who are at-risk. At-risk is loosely defined as any child not being successful at school, at home or in the community. A caseworker works with the child for 2 hours a week and then works with the parents for an hour a week for 3-5 months. Each plan is individualized to the child's needs.**
- **KIND works with High school student to help them graduate and help them to walk through the college process including visits to a college so they can see what a campus life would be like.**
- **KIND Junior High to increase their math skills and to help them to connect to their school so they will graduate high school.**
- **KIND provides the Citizen Probation Council (CPC) for first time offenders. Clients work with a mentor once a week for 16 hours**
- **Mess (Manners, Etiquette, and Social Skills) Program. A program for elementary children 15 minutes a week per classroom.**
- **Lifting Burdens, a Jr High program for students who struggle with death, divorce, etc. 30 minutes per week.**
- **KIND provides Supervised Visits to parents who need to be supervised to see their children for the Courts, for DHS and private pay.**
- **KIND Contracts with Probate Court to be a Mentor for students in the Court system. We work with the child for 60 hours**
- **KIND Contract with Probate Court to work with students who are suspended from school.**
- **KIND oversees the HANDS program where people can donate cars; we fix them and give them to people who need a vehicle.**

June 12, 2024

To whom it may concern,

My name is Robin Spisz and I am a counselor at Zemmer Campus 8/9 . For the last couple years, I have had the pleasure of working with Chelsea Haynes at Kids In New Directions (KIND). Chelsea is such an empathetic and supportive worker. She brings a lot of resources and support to our building. This school year, Chelsea has provided services to many of our students.

Each student has different goals, concerns and challenges. Chelsea is able to assist each one individually to help them reach their goals or solutions. Chelsea has helped students to attend the no- tardy celebration, brought a student up to all passing grades, helped connect families to community resources, provided rides to allow students to get extra school support, and many times provided comfort to a student who was struggling.

Chelsea's motivation and determination helps students develop opportunities to gain self esteem, become more mindful, utilize positive affirmations, to develop a positive mindset and create goals for each student based on their strengths and weaknesses. I have been consistently impressed by Chelsea's compassion, dedication, and commitment to improving her clients' wellbeing. Chelsea seems to be able to connect with a student which is important. Chelsea also created a FRIENDSHIP GROUP during I-Connect once a week. These students gain confidence. One boy impractically really benefited from the group. He appears to be more happy, smiles often and engages in conversations with others compared to the start of the school year.

Aside from possessing the experience and knowledge necessary to work with students , Chelsea also possess determination and a positive attitude, making her an asset in our school. We would love to see Chelsea able to continue her support and be able to provide service with us in the future. If you'd like more information or specific examples from our time working together, feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Robin P. Spisz". The signature is written in a cursive, flowing style.

Robin Spisz, MA, LLPC, NCC
Counselor at Zemmer Campus 8/9

May 30, 2024

To Whom It May Concern,

I am writing in strong support for renewal of the grant for Kids In New Directions (KIND) to be renewed for the 2024-25 School Year. I am about to complete my second full year as a school counselor at Rolland-Warner and can speak first hand to the good this program does here.

There are often a number of students who do not draw attention to themselves but nonetheless could benefit greatly from additional support. Chelsea Haynes and the KIND program in general are important supports for many of these students. They are supported in nontraditional but significant ways. I will frequently see Chelsea engaging with these students in activities that at first don't seem to be educationally significant but turn out to be real factors in their well-being. A board game played, a quiet, student driven conversation, a steady, kindly presence in lunch or other activities...these are aspects of a student's experience that are difficult to quantify but can change the arc of a young person's life. It certainly adds to an overall welcoming experience.

I am always struck by the numbers of incoming 6th graders who warmly greet "Miss Chelea" when she attends any number of our functions – including our Social Emotional Learning workshops. An investment in KIND is money well spent and I give it my full support. Feel free to contact me directly at (810) 538-2338 if I can provide additional information.

Sincerely,

Larry Hochman, School Counselor

Rolland-Warner Campus

May 30, 2024

To Whom it May Concern

Please accept this letter of recommendation as a formal request to continue to have Kids in New Directions (KIND) support the Zemmer 8/9 Campus in Lapeer. It is no secret that schools are seeing an increase in mental health related issues as well as a need for more social/emotional support. The KIND program provides us with an outstanding resource to help meet these needs.

The volume of student concerns that we address on a daily basis is ever increasing. At the same time, funding for public schools has not kept up with the demand that exists. Without the help of programs like KIND, we would struggle even more to stretch our already limited resources. Our KIND staff work closely with our school counselors and mental health therapists and are an important part of the team that exists. When examining how to work with individual students or specific groups of students, we always consider how the KIND staff can be of assistance. Some examples include working with groups of students who have experienced some type of loss, support for students needing help with social skills, and assistance for our at-risk population.

It is for these reasons and many more I strongly recommend continuing the KIND services at the Zemmer 8/9 Campus. I would be happy to discuss further the KIND program and its importance. Feel free to reach me at jeffrey.stanton@lapeerschools.org or by calling our main office at 810-667-2413.

Sincerely,



Dr. Jeffrey Stanton, Principal
Zemmer 8/9 Campus
Lapeer Community Schools

Subject: Appreciation for Chelsea Haynes' Support

Dear Kids In New Directions (KIND) Board Members,

I wanted to take a moment to express my sincere gratitude to you for allowing Chelsea Haynes to be such an integral part of supporting the Lapeer Community High School, an alternative education program in Lapeer. Throughout the last school year, Chelsea has truly gone above and beyond to ensure our students are supported in various aspects, from career readiness to personal necessities. No matter the situation, she always makes herself available for our students. Chelsea's dedication and efforts have made a significant impact on our students' lives. She has helped students secure employment opportunities by reaching out to the community and organizing visits to Michigan Works. One student, in particular, needed a job in the automotive field close to home to assist with household expenses. Thanks to Chelsea's efforts, he was successfully placed at J&S Repair in Lapeer.

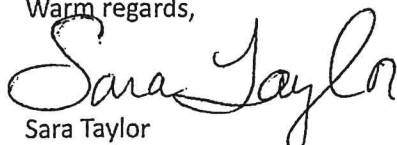
Additionally, Chelsea has connected students with opportunities aligned with their interests, such as arranging interviews for a student interested in opening a bakery. She has also facilitated support for students needing glasses and eye appointments by reaching out to the Lions organization. Furthermore, Chelsea supported another student in securing a job in the HVAC field and provided guidance through personal challenges, including a visit to the pregnancy center.

Chelsea's contributions extended beyond career support as she actively participated in our Adulting Day, where students engaged in learning essential life skills like tax preparation, banking, and car maintenance. She was also able to provide support and transportation for students who needed to take a placement test at the Lapeer Mott.

Her dedication and support have played a crucial role in the growth and success of our program. We are excited to continue working with Chelsea as we begin planning senior folders for our students in the upcoming school year.

Thank you once again for your support in allowing Chelsea to be a part of our team and for the positive impact she has made on our students.

Warm regards,



Sara Taylor
Lapeer Community High School
Instructional Coach
sara.taylor@lapeerschools.org
810-667-2423 x223214

May 30, 2024

To Whom It May Concern,

I write this letting in support of the KIND program and the services provided specifically by Chelsea Haynes.

As the Principal of Rolland-Warner 6/7 Campus, I have had the pleasure of having Chelsea as our KIND Caseworker at our building during these tremulous times. Not only have we faced a pandemic and never-ending expansion of social media that affects our students' mental health, but also our building has almost 600 sixth and seventh graders that come from a variety of households. She has proven to be a valuable asset, gracefully fulfilling the many responsibilities that have fallen upon her.

Chelsea brings a wealth of knowledge and resources to deal with youth in a variety of circumstances. She often uses these skills while meeting with students, whether individually, group,s or in classroom social skills sessions.

Mrs. Haynes has developed positive relationships with a multitude of students and families, which allows her the opportunity to have honest and critical conversations with the individuals as necessary.

I would welcome the opportunity to discuss Mrs. Haynes and the opportunities and services she provides to Rolland-Warner students.



Wyatt Stevens
Principal
Rolland-Warner 6/7 Campus

LAPEER COUNTY
"GRANT" REQUEST FOR ACTION

3

DATE: 7/23/2024

X **REQUEST FOR ACTION -Grant Application**

X **REQUEST FOR ACTION -Grant Acceptance**

TO: Lapeer County Board of Commissioners

FROM: John D. Miller, Prosecuting Attorney/ Christy Podhorsky, Victim Services, PA's Office

SUMMARY OF REQUEST/INFORMATION: _____ Requesting acceptance of the 2025 Crime Victim Rights Grant with the Michigan Department of Health and Human Services (Grant #044475085) for the period of October 1, 2024 through September 30, 2025 in the amount of \$130,355 and further, to authorize the Chair/Vice-Chair and/or County Controller/Administrator to accept said grant electronically.

ADDITIONAL INFORMATION:

YES NO

CFDA # _____	Is there a Continuation Requirement? _____	x
% FEDERAL _____	Is there an Interest Earned Requirement? _____	x
% STATE _____ 100	Can Interest be charged to the Grant? _____	x
LOCAL MATCH Cash: _____ 0	Is Cost Allocation Allowable? _____	x
In-Kind: _____	(If not Explain Why)	

Revenue Account Line #: _____ - _____ - _____ . _____

CONTACT PERSON(S): _____ John D. Miller, Prosecuting Attorney, Christy Podhorsky, Victim Services, PA Office

BACKGROUND INFORMATION: _____ This a renewal of the MDHHS CVR FY2024 Grant.

SUPPORTING DOCUMENTATION: _____ Please see attached allocation letter, approval letter and copy of 2025 Crime Victim Rights Grant (unsigned).

DRAFT MOTION: Motion by, _____, supported by _____, to recommend to the Full Board, to accept the Fiscal Year 2025 Crime Victim Rights Grant Award from the Department of Health and Human Services (DHHS), in the amount of \$130,355 and to authorize the County Controller/Administrator to electronically accept the Grant with a copy to be given to the County Clerk, to be entered into the Official Record.

ATTACHMENTS Yes x No _____



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES
LANSING

ELIZABETH HERTEL
DIRECTOR

DATE: May 3, 2024
TO: Michigan Prosecutors Offices
FROM: Beth Nagel, Senior Deputy Director
RE: FY25 Allocation Letter
CC: Megan Mezel, Grant Manager

The Victim Rights Unit of the Division of Victim Services (MDHHS) is pleased to share with the Lapeer County Prosecutors Office your new allocated amount of \$130,355 for fiscal year 2025. Please note the breakdown of funding categories below equaling your total allocation amount above:

- Victim Rights General Grant Funding: \$126,826
- Direct Victim Needs (Client Assistance-All Other): \$3,530

Your Victim Rights programs Direct Victim Needs amount is \$3,530. Victim Rights Programs are required to use this amount on direct victim needs as outlined in the attached revised DVN expenditures document. We strongly encourage the use of DVN funds for the victims in your county.

Any funding not utilized at the end of FY 25 remains in Crime Victim Rights Fund to ensure future programming.

If you have any questions, comments, or concerns about your allocation please do not hesitate to contact Megan Mezel (MezelM@michigan.gov).

Yours in advocacy,

From : sanchesc@michigan.gov

Sent : Jul-18-24 03:07:14 PM

To : cpodhorsky@lapeercounty.org

Subject : MDHHS Agreement Proposal Status - CVRP-2025 Victim Rights Prosecutor-2025

Message

:

Dear Christy Podhorsky:

Your proposal for CVRP-2025 - Victim Rights Prosecutor-2025 with the Michigan Department of Health and Human Services (MDHHS) has been approved. Congratulations on your grant award.

Next Steps

To accept and electronically sign your agreement in EGrAMS, your agency's Authorized Official must do the following:

1. Access EGrAMS by using the URL: <https://egram-mi.com/MDHHS/>.
2. Before you login, click the "About EGrAMS" link in the navigation bar to access the "Grantee: Standard Agreement Instructions" material and download the PDF.
3. Have the **Authorized Official** login to EGrAMS using the URL: <https://egram-mi.com/mdhhs/>.
4. Find the agreement by using the drop down menus at the top of your screen. Navigate to Level 1: Grantee, Level 2: Project Director, Level 3: Application Status, and click the green "Go" button.
5. Select the CVRP-2025 - Victim Rights Prosecutor-2025 program and click the "Find" button.
6. View the agreement by clicking the "View Contract" button.
7. Accept the agreement by clicking the "Sign Contract" button to electronically sign the agreement.

If you have questions on how to sign your agreement, please contact a Grants Division Help Desk:

EGrAMS Help Desk

MDHHS-EGRAMS-HELP@michigan.gov

517-335-3359

Thank you for your cooperation and support.

Sincerely,

Grants Division Management

Michigan Department of Health and Human Services

Victim Rights Prosecutor-2025

Facesheet

FOR OFFICE USE ONLY:

Version # _____

APP # _____

1. Demographic Information

- a. Demographic Information Name Lapeer County of Prosecutor
- b. Organizational Unit
- c. Address County Complex Bldg.
- d. Address 2 255 Clay St.
- e. City Lapeer State MI Zip 48446-2205
- f. Federal ID Number 38-6005780 Reference No. 044475085 Unique Entity Id. CET5MYVNZH
69

g. Agency's fiscal year (beginning month and day) October-01

h. Agency Type

☐ Private, Non-Profit ☒ Public

1. Select the appropriate radio button to indicate the agency method of accounting.

- ☒ Accrual
- ☐ Cash
- ☐ Modified Accrual

2. Program / Service Information

- a. Program / Service Information Name Victim Rights Prosecutor-2025
- b. Is implementing agency same as Demographic Information ☒ Yes ☐ No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2024 End Date Sep-30-2025
- e. Amount of Funds Allocated \$130,355.00 Project Cost \$130,355.00

FOR OFFICE USE ONLY: Version # _____

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3. Certification / Contacts Information

a. Financial Officer

Name John Miller
Title Prosecuting Attorney
Mailing Address County Complex Bldg
City Lapeer State MI Zip 48446
Telephone (810) 667-0326 Fax
E-mail Address jmiller@lapeercounty.org

b. Project Director

Name Christy Podhorsky
Title Project Director
Mailing Address County Complex Bldg
City Lapeer State MI Zip 48446
Telephone (810) 245-4713 Fax
E-mail Address cpodhorsky@lapeercounty.org

c. Authorized Official

Name Moses Sanzo
Title Administrator
Mailing Address 255 Clay Street
City Lapeer State MI Zip 48442
Telephone (810) 358-7935 Fax
E-mail Address msanzo@lapeercounty.org

Certifications

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4. Assurances and Certifications

A. SPECIAL CERTIFICATIONS

- a. ☒ By checking this box, the individual or officer certifies that the individual or officer is authorized to approve this grant application for submission to the Department of Health and Human Services on behalf of the responsible governing board, official or Grantee.
- b. ☒ By checking this box, the individual or officer certifies that the individual or officer is authorized to sign the agreement on behalf of the responsible governing board, official or Grantee.

B. State of Michigan Information Technology Information Security Policy

- 1. By checking the following boxes, the Grantee acknowledges compliance with State of Michigan Information Technology Information Security Policy* and provides the following assurances:
 - a. ☒ The Grantee Project Director will be notified within 24 hours when its users are terminated or transferred or immediately if after an unfriendly separation.
 - b. ☒ The Grantee Project Director will annually review and certify user accounts to verify the user's access is still required and the user is assigned the appropriate permissions.
 - c. ☒ The Grantee Project Director will remove user's access within 48 hours of notification when users are terminated or transferred, or immediately if after an unfriendly separation.
 - d. ☒ After 120 days of inactivity, when the user attempts to log into their account they will receive a message stating their account has been deactivated, and the user will have to request the account be reinstated.

*Policy available at https://www.michigan.gov/documents/dmb/1340_193162_7.pdf

Narrative

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5. Program Synopsis

Victim Advocate

Under the supervision of the Prosecuting Attorney, coordinates and administers the victim services functions of the office. Ensures that victims are notified of their rights as required by law. Responds to inquiries regarding the program, assists victims in obtaining compensation from the State, and prepares reports and billings related to the program. Ensures that victims are notified of court events pertaining to their case. Conducts interviews to provide victim with procedural advice and emotional support. Coordinates policy and procedure with courts, law enforcement agencies, womens's shelter and other various programs.

Victim Advocate

Assists in ensuring the implementation of victim rights as mandated by law, includes sending information packets to victims, interviewing victims to explain rights and services, and informing victims of court date and actions. Provides crisis intervention and emotional support to victims and/or witnesses regarding criminal justice, prepares victims for their courtroom appearance and attends court proceedings as requested.

Victim Rights Coordinator

Under the supervision of the Prosecuting Attorney, coordinates and administers the victim services functions of the office. Ensures that victims are notified of their rights as required by law. Responds to inquiries regarding the program, assists victims in obtaining compensation from the State, and prepares reports and billings related to the program. Ensures that victims are notified of court events pertaining to their case. Conducts interviews to provide victim with procedural advice and emotional support. Coordinates policy and procedure with courts, law enforcement agencies, womens's shelter and other various programs.

6. Program Target Area

Counties

Counties project will serve (check all that apply):

- | | | |
|---|--|-------------------------------------|
| ☐ Alcona | ☐ Alger | ☐ Allegan |
| ☐ Alpena | ☐ Antrim | ☐ Arenac |
| ☐ Baraga | ☐ Barry | ☐ Bay |
| ☐ Benzie | ☐ Berrien | ☐ Branch |
| ☐ Calhoun | ☐ Cass | ☐ Charlevoix |
| ☐ Cheboygan | ☐ Chippewa | ☐ Clare |
| ☐ Clinton | ☐ Crawford | ☐ Delta |
| ☐ Dickinson | ☐ Eaton | ☐ Emmet |
| ☐ Genesee | ☐ Gladwin | ☐ Gogebic |
| ☐ Grand Traverse | ☐ Gratiot | ☐ Hillsdale |
| ☐ Houghton | ☐ Huron | ☐ Ingham |
| ☐ Ionia | ☐ Iosco | ☐ Iron |
| ☐ Isabella | ☐ Jackson | ☐ Kalamazoo |
| ☐ Kalkaska | ☐ Kent | ☐ Keweenaw |
| ☐ Lake | ☒ Lapeer | ☐ Leelanau |

- | | | |
|------------------------------------|---------------------------------------|--------------------------------------|
| ☐ Lenawee | ☐ Livingston | ☐ Luce |
| ☐ Mackinac | ☐ Macomb | ☐ Manistee |
| ☐ Marquette | ☐ Mason | ☐ Mecosta |
| ☐ Menominee | ☐ Midland | ☐ Missaukee |
| ☐ Monroe | ☐ Montcalm | ☐ Montmorency |
| ☐ Muskegon | ☐ Newaygo | ☐ Oakland |
| ☐ Oceana | ☐ Ogemaw | ☐ Ontonagon |
| ☐ Osceola | ☐ Oscoda | ☐ Otsego |
| ☐ Ottawa | ☐ Presque Isle | ☐ Roscommon |
| ☐ Saginaw | ☐ St. Clair | ☐ St. Joseph |
| ☐ Sanilac | ☐ Schoolcraft | ☐ Shiawassee |
| ☐ Tuscola | ☐ Van Buren | ☐ Washtenaw |
| ☐ Wayne | ☐ Wexford | ☐ Out Wayne |

U.S. Congressional, State and House Districts

i. US Congressional Districts

- | | | |
|---|--|--|
| ☐ US Congress District 1 | ☐ US Congress District 2 | ☐ US Congress District 3 |
| ☐ US Congress District 4 | ☐ US Congress District 5 | ☐ US Congress District 6 |
| ☐ US Congress District 7 | ☐ US Congress District 8 | ☐ US Congress District 9 |
| ☒ US Congress District 10 | ☐ US Congress District 11 | ☐ US Congress District 12 |
| ☐ US Congress District 13 | ☐ US Congress District 14 | |

ii. State Senate Districts

- | | | |
|---|---|--|
| ☐ State Senate District 1 | ☐ State Senate District 2 | ☐ State Senate District 3 |
| ☐ State Senate District 4 | ☐ State Senate District 5 | ☐ State Senate District 6 |
| ☐ State Senate District 7 | ☐ State Senate District 8 | ☐ State Senate District 9 |
| ☐ State Senate District 10 | ☐ State Senate District 11 | ☐ State Senate District 12 |
| ☐ State Senate District 13 | ☐ State Senate District 14 | ☐ State Senate District 15 |
| ☐ State Senate District 16 | ☐ State Senate District 17 | ☐ State Senate District 18 |
| ☐ State Senate District 19 | ☐ State Senate District 20 | ☐ State Senate District 21 |
| ☐ State Senate District 22 | ☐ State Senate District 23 | ☐ State Senate District 24 |
| ☐ State Senate District 25 | ☐ State Senate District 26 | ☒ State Senate District 27 |
| ☐ State Senate District 28 | ☐ State Senate District 29 | ☐ State Senate District 30 |
| ☐ State Senate District 31 | ☐ State Senate District 32 | ☐ State Senate District 33 |
| ☐ State Senate District 34 | ☐ State Senate District 35 | ☐ State Senate District 36 |
| ☐ State Senate District 37 | ☐ State Senate District 38 | |

iii. State House Districts

- | | | |
|--|--|--|
| ☐ State House District 1 | ☐ State House District 2 | ☐ State House District 3 |
| ☐ State House District 4 | ☐ State House District 5 | ☐ State House District 6 |
| ☐ State House District 7 | ☐ State House District 8 | ☐ State House District 9 |
| ☐ State House District 10 | ☐ State House District 11 | ☐ State House District 12 |

☐ State House District 13	☐ State House District 14	☐ State House District 15
☐ State House District 16	☐ State House District 17	☐ State House District 18
☐ State House District 19	☐ State House District 20	☐ State House District 21
☐ State House District 22	☐ State House District 23	☐ State House District 24
☐ State House District 25	☐ State House District 26	☐ State House District 27
☐ State House District 28	☐ State House District 29	☐ State House District 30
☐ State House District 31	☐ State House District 32	☐ State House District 33
☐ State House District 34	☐ State House District 35	☐ State House District 36
☐ State House District 37	☐ State House District 38	☐ State House District 39
☐ State House District 40	☐ State House District 41	☐ State House District 42
☐ State House District 43	☐ State House District 44	☐ State House District 45
☐ State House District 46	☐ State House District 47	☐ State House District 48
☐ State House District 49	☐ State House District 50	☐ State House District 51
☐ State House District 52	☐ State House District 53	☐ State House District 54
☐ State House District 55	☐ State House District 56	☐ State House District 57
☐ State House District 58	☐ State House District 59	☐ State House District 60
☐ State House District 61	☐ State House District 62	☐ State House District 63
☐ State House District 64	☐ State House District 65	☐ State House District 66
☐ State House District 67	☐ State House District 68	☐ State House District 69
☐ State House District 70	☐ State House District 71	☐ State House District 72
☐ State House District 73	☐ State House District 74	☐ State House District 75
☐ State House District 76	☐ State House District 77	☐ State House District 78
☐ State House District 79	☐ State House District 80	☐ State House District 81
☒ State House District 82	☐ State House District 83	☐ State House District 84
☐ State House District 85	☐ State House District 86	☐ State House District 87
☐ State House District 88	☐ State House District 89	☐ State House District 90
☐ State House District 91	☐ State House District 92	☐ State House District 93
☐ State House District 94	☐ State House District 95	☐ State House District 96
☐ State House District 97	☐ State House District 98	☐ State House District 99
☐ State House District 100	☐ State House District 101	☐ State House District 102
☐ State House District 103	☐ State House District 104	☐ State House District 105
☐ State House District 106	☐ State House District 107	☐ State House District 108
☐ State House District 109	☐ State House District 110	

7. Mission Statement

To provide quality services to crime victims pursuant to the Michigan Crime Victim Rights Statute. Ensure that victims are treated with compassion, dignity and respect. To collaborate with other agencies to provide the best possible services to victims of crime in Lapeer County.

8. Project Resources

Provide a general description of staff needed to implement Victims Rights in your county. Identify the most critical activities that you perform when providing victim rights.

Lapeer County currently has 2 FTE's funded through our state victim rights contract. The senior Victim Advocate oversees daily operations of the victims unit, carries a caseload insuring victims are notified of their rights, collaborates with local and state agencies, refers victims for services, prepares quarterly budget reports for CVCS, ensures statutory requirements are being met, assists with compensation-restitution issues, meets with victims in office setting, takes phones calls. The additional full time Vicitm Advocate sends information packets, generates letters, notifies victims of court proceedings, schedules appointments, takes phone calls, meets with vicitms in our office setting, as well as assists with compensation and restitution issues.

If you utilize the services of volunteers in the provision of Victim Rights, please explain how this is accomplished.

Lapeer County does not utilize volunteers.

9. Michigan Victim Information and Notification Everyday (MI-VINE)

Does your agency participate in MI-VINE?

☒ Yes ☐ No

Provide the number of victims registered to use MI-VINE in your county for court events during the past calendar year.

528

To obtain statistics for number of Victims Registered with MI-VINE visit the website <https://www.vinewatch.com/vinewatch/>

Please describe your programs efforts to utilize MI-VINE.

Lapeer County began participating in the MI-VINE system in May of 2018. The Victim Rights Unit includes the MI-VINE brochure when sending the initial information packet to victims and encourages them to utilize the system. If victims require assistance in accessing and utilizing MI-VINE system, our staff will assist with registration and guidance.

10. Community Coordination

1. Community Coordination Activity 1 - Describe any community activities, projects, or coordination councils that your office is involved in to promote Victim Rights and services.

Our office coordinates with the Lapeer County Child Advocacy Center to assist victims and their families with cases of sexual and severe physical abuse. The Senior Victim Advocate is a Lapeer CAC Board Member. Forensic interviews as they pertain to child physical and sexual abuse are conducted at the facility. Prosecutors and Advocates are a part of a multidisciplinary team that work with victims and families through the court process. The MDT team participates in monthly case reviews as well. Our agencies also collaborate on Awareness Projects for Child Abuse and Crime Victim Rights within our community.

2. Community Coordination Activity 2 - Describe any community activities, projects, or coordination councils that your office is involved in to promote Victim Rights and services.

LACADA(Lapeer Area Citizens Against Domestic Assault) Domestic violence shelter and sexual assault programs service Lapeer county. Our office will contact LACADA to assist victims of domestic and sexual abuse who can benefit from their services. We coordinate meetings for our victims to be able to meet with advocates from LACADA at our office or within the courthouse to provide additional resources to vicitms.

3. Community Coordination Activity 3 - Describe any community activities, projects, or coordination councils that your office is involved in to promote Victim Rights and services.

Sane/Sart Committee to expand the SANE nurse program and offer exams to our rural tri-county area.

DHHS(Department of Health & Human Services) Coordinates services for victims of crime. They often collaborate with our victim advocates to assist in resolving cases based on the needs of the vicitms and their families.

Crime Victim Foundation. To promote awareness, assist with fundraising activities to insure that no victim is deprived of the financial assistance they may require.

Work Plan

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11. Work Plan

Objective :	To provide notices to crime victims as defined in the William VanRegenmorter Crime Victim Rights Act Of 1985.
Activity :	To provide specific information to each victim as mandated in MCL 780.756. A victim rights packet is mailed out to victims of crime to notify of their rights.
Responsible Staff :	Victim Services
Date Range :	10/01/2024 - 09/30/2025
Expected Outcome :	100% of victims will receive information under this section within 7 days of the defendant's arraignment.
Measurement :	Karpel case management system
Activity :	To provide specific information to each victim as mandated in MCL 780.786.
Responsible Staff :	Victim Services
Date Range :	10/01/2024 - 09/30/2025
Expected Outcome :	100% of victims will receive information under this section within 72 hours after filing a juvenile petition.
Measurement :	Karpel case management system
Activity :	To provide specific information to each victim as mandated by MCL 780.816
Responsible Staff :	Victim Services
Date Range :	10/01/2024 - 09/30/2025
Expected Outcome :	100% of victims will receive information under this section within 48 hours after arraignment and/or pleas.
Measurement :	Karpel case management system
Activity :	To inform the victim of the defendant's conviction and the victim's right to make a written or oral Victim Impact Statement pursuant to 780.763, 780.765, 780.792, 780.793, 780.823, 780.825
Responsible Staff :	Victim Services
Date Range :	10/01/2024 - 09/30/2025
Expected Outcome :	100% of victims requesting their rights will receive notice of this right.
Measurement :	Karpel case management system
Activity :	To provide the victim with an applicable post-conviction notice form pursuant to MCL 780.763a (1), 780.791a, 780.828a
Responsible Staff :	Victim Services
Date Range :	10/01/2024 - 09/30/2025
Expected Outcome :	100% of victims requesting their rights will receive notice of this right.
Measurement :	Karpel case management system
Activity :	To inform the victim of their right to receive notice of appeal pursuant to MCL 780.768a.
Responsible Staff :	Victim Services
Date Range :	10/01/2024 - 09/30/2025
Expected Outcome :	100% of requesting victims will receive notice of their right to be informed of an appeal.
Measurement :	Karpel case management system.
Objective :	The advocate will provide victim advocacy services from a system-based perspective.
Activity :	Victim advocate(s) will provide courtroom accompaniment when requested by the victim.
Responsible Staff :	Victim Services
Date Range :	10/01/2024 - 09/30/2025

Expected Outcome :	100% of victims requesting courtroom accompaniment will receive this advocacy service.
Measurement :	Karpel case management, Spreadsheet or comparable system.
Objective :	Victim Advocates will obtain continuing education hours to increase individual expertise in the field of victim advocacy.
Activity :	The advocates will attend PAAM-Division of Victim Services sponsored conferences.
Responsible Staff :	Fully funded advocates in Victim Services
Date Range :	10/01/2024 - 09/30/2025
Expected Outcome :	100% of fully funded staff under this grant agreement will have achieved at least sixteen continuing education hours by the end of the grant year.
Measurement :	Training log or Certificate of Attendance
Objective :	The grantee will comply with the reporting requirements of the grant agreement.
Activity :	To ensure all quarterly reports are complete and submitted in a timely manner.
Responsible Staff :	CVRP Project Director
Date Range :	10/01/2024 - 09/30/2025
Expected Outcome :	The quarterly grant reports will be submitted prior to the deadline.
Measurement :	Electronic Grants Administration & Management System (EGrAMS).

Budget Detail for Victim Rights Prosecutor-2025
Agency: Lapeer County of Prosecutor
Application: Victim Rights Prosecutor-2025

5/31/2024

Budget

FOR OFFICE USE ONLY: Version # _____ APP # _____							
	Line Item	Qty	Rate	Units	UOM	Total	Amount
DIRECT EXPENSES							
Program Expenses							
1	Salary & Wages						
	Victim Advocate Attachment : ZZZ_1_Victim Advocate.pdf	1.0000	55369.600	0.000	FTE	55,370.00	55,370.00
	Victim Advocate Attachment : ZZZ_2_Victim Advocate.pdf	1.0000	55369.600	0.000	FTE	55,370.00	55,370.00
Total for Salary & Wages						110,740.00	110,740.00
2	Fringe Benefits						
	Composite Rate Notes : FICA, Medicare, Social Security	0.0000	7.650	110740.000		8,472.00	8,472.00
	Retirement	0.0000	100.000	2816.500		2,817.00	2,817.00
	Longevity Notes : 7 years -\$150 10 years-\$375 15 years-\$750	0.0000	100.000	1100.000		1,100.00	1,100.00
	Life Insurance Notes : \$6.50 per month per eligible employee	0.0000	100.000	156.000		156.00	156.00
	Medical/Dental/vision	0.0000	100.000	2817.500		2,818.00	2,818.00
	Post Employment Health Benefits	0.0000	100.000	720.000		720.00	720.00

Budget Detail for Victim Rights Prosecutor-2025
Agency: Lapeer County of Prosecutor
Application: Victim Rights Prosecutor-2025

5/31/2024

	Line Item	Qty	Rate	Units	UOM	Total	Amount
	Notes : \$30.00 per month per eligible employee						
Total for Fringe Benefits						16,083.00	16,083.00
3	Employee Travel and Training						
	Mileage-Training / Court Attendance	0.0000	0.000	0.000		1.00	1.00
4	Supplies & Materials						
	Office Supplies	0.0000	0.000	0.000		1.00	1.00
5	Subawards – Subrecipient Services						
6	Contractual - Professional Services						
7	Communications						
8	Grantee Rent Costs						
9	Space Costs						
10	Capital Expenditures - Equipment & Other						
11	Client Assistance - Rent						
12	Client Assistance - All Other						
	Direct Service Needs	0.0000	0.000	0.000		3,530.00	3,530.00
13	Other Expense						
Total Program Expenses						130,355.00	130,355.00
TOTAL DIRECT EXPENSES						130,355.00	130,355.00
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						

Budget Detail for Victim Rights Prosecutor-2025
 Agency: Lapeer County of Prosecutor
 Application: Victim Rights Prosecutor-2025

5/31/2024

	Line Item	Qty	Rate	Units	UOM	Total	Amount
2	Cost Allocation Plan						
Total Indirect Costs						0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00
TOTAL EXPENDITURES						130,355.00	130,355.00

Budget Summary for Victim Rights Prosecutor-2025
Agency: Lapeer County of Prosecutor
Application: Victim Rights Prosecutor-2025

5/31/2024

	Category	Total	Amount	Narrative
DIRECT EXPENSES				
Program Expenses				
1	Salary & Wages	110,740.00	110,740.00	
2	Fringe Benefits	16,083.00	16,083.00	
3	Employee Travel and Training	1.00	1.00	
4	Supplies & Materials	1.00	1.00	
5	Subawards – Subrecipient Services	0.00	0.00	
6	Contractual - Professional Services	0.00	0.00	
7	Communications	0.00	0.00	
8	Grantee Rent Costs	0.00	0.00	
9	Space Costs	0.00	0.00	
10	Capital Expenditures - Equipment & Other	0.00	0.00	
11	Client Assistance - Rent	0.00	0.00	
12	Client Assistance - All Other	3,530.00	3,530.00	
13	Other Expense	0.00	0.00	
Total Program Expenses		130,355.00	130,355.00	
TOTAL DIRECT EXPENSES		130,355.00	130,355.00	
INDIRECT EXPENSES				
Indirect Costs				
1	Indirect Costs	0.00	0.00	
2	Cost Allocation Plan	0.00	0.00	

Budget Summary for Victim Rights Prosecutor-2025
Agency: Lapeer County of Prosecutor
Application: Victim Rights Prosecutor-2025

5/31/2024

	Category	Total	Amount	Narrative
	Total Indirect Costs	0.00	0.00	
	TOTAL INDIRECT EXPENSES	0.00	0.00	
	TOTAL EXPENDITURES	130,355.00	130,355.00	

Source of Funds

	Category	Total	Amount	Cash	Inkind	Narrative
1	Source of Funds					
	MDHHS State Agreement	130,355.00	130,355.00	0.00	0.00	
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00	
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00	
	Local	0.00	0.00	0.00	0.00	
	Non-MDHHS State Agreements	0.00	0.00	0.00	0.00	
	Federal	0.00	0.00	0.00	0.00	
	Other	0.00	0.00	0.00	0.00	
	In-Kind	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Total Source of Funds	130,355.00	130,355.00	0.00	0.00	
	Totals	130,355.00	130,355.00	0.00	0.00	

Miscellaneous

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15. Supporting documentation, if required

Attachment Title	Attachment

Attachments Index

FOR OFFICE USE ONLY:	Version # _____	APP # _____
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#	Section	Title	File Name
1	Budget Detail	Victim Advocate	<u>ZZZ_1_Victim Advocate.pdf</u>
2	Budget Detail	Victim Advocate	<u>ZZZ_2_Victim Advocate.pdf</u>

LAPEER COUNTY

PROSECUTING ATTORNEY'S OFFICE

VICTIM ADVOCATE

General Summary

Under the supervision of the Victim's Rights Coordinator/Office Manager, assists in ensuring the implementation of victims rights as mandated by law, includes sending information packets to victims, interviewing victims to explain rights and services, and informing victims of court dates and actions. Provides crisis intervention and emotional support to victims and/or witnesses regarding criminal justice, prepares victims for their courtroom appearance and attends court proceedings as requested.

Essential Functions

1. Interviews victims of domestic violence and assaultive crimes, explains rights, services and shelter alternatives. Refers victims to shelters and other human services agencies, develops a safety plan, arranges out-of-state housing, and advises victims on how to obtain no contact orders issued by the court.
2. Sends informational packets to victims of crime to inform the victim of the charges filed and their rights under the Crime Victims Rights Act. Provides victims with impact statement to complete and return if they choose to take advantage of their rights under law.
3. Informs victims, by letter or telephone, of court dates and actions taken. Ensures that statutory requirements regarding notification are fulfilled at each step during prosecution of the case.
4. Logs and maintains all victims' files, sends court notices, and assists victims with restitution matters and plea agreements.
5. Advises victims of hearings and final dispositions which includes providing forms to be completed by the victim and assists with the preparation of such statements.
6. Along with a Prosecuting Attorney, conducts interviews of children and young adults that are victims of criminal sexual conduct cases; assists the victims in finding counseling, and introduces them to the court process.
7. Assists victims in completing applications for compensation to recover some of the expenses incurred as a result of the crime. Provides victims with information that may assist in filing a claim.
8. Meets and/or assists victims in preparing for court, and provides support by familiarizing them with the court process.

VICTIM ADVOCATE (4/21/00)

LAPEER COUNTY

PROSECUTING ATTORNEY'S OFFICE

- ✓ 9. Attends hearings and trials with victims as requested
10. Attends arraignments on serious assaultive crimes to request high bond to secure victim's safety.
11. Assists victims on parole issues and attends parole board hearings with victims.
12. Keeps log of monthly felony and misdemeanor cases for statistics.
13. Interviews victims and/or families of victims to discuss the case and possible plea agreements and acts as liaison between the victim and the prosecutor.
14. Provides crisis intervention and assistance to victims in obtaining no contact orders, handles threats, and shelter referrals or counseling.

Other Functions

15. None listed.

This list may not be inclusive of the total scope of job functions to be performed. Duties and responsibilities may be added, deleted or modified at any time.

Employment Qualifications

Education: High school graduation plus the equivalent of one to two years of college-level coursework in criminal justice or a human services related area.

Experience: One year of experience in a Prosecutor's office or other legal setting providing a familiarity with the judicial system. Knowledge of computer systems related to the Prosecutor's system required.

Other Requirements:

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

FLSA Status: Non-exempt

Worker's Compensation Code: 8810

Occupational Employment Statistical Code: 27305

LAPEER COUNTY

PROSECUTING ATTORNEY'S OFFICE

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

- Ability to access filing systems.
- Ability to enter and retrieve information from a computer system.
- Ability to generate various documents from a computer system.
- Ability to travel to and access all courtrooms.

Working Conditions:

- Works in office setting.
- Exposure to individuals charged and/or convicted of a variety of criminal offenses.
- Travels to and from courtrooms and other locations in all weather conditions.

LAPEER COUNTY

PROSECUTING ATTORNEY'S OFFICE

VICTIM ADVOCATE

General Summary

Under the supervision of the Victim's Rights Coordinator/Office Manager, assists in ensuring the implementation of victims rights as mandated by law, includes sending information packets to victims, interviewing victims to explain rights and services, and informing victims of court dates and actions. Provides crisis intervention and emotional support to victims and/or witnesses regarding criminal justice, prepares victims for their courtroom appearance and attends court proceedings as requested.

Essential Functions

1. Interviews victims of domestic violence and assaultive crimes, explains rights, services and shelter alternatives. Refers victims to shelters and other human services agencies, develops a safety plan, arranges out-of-state housing, and advises victims on how to obtain no contact orders issued by the court.
2. Sends informational packets to victims of crime to inform the victim of the charges filed and their rights under the Crime Victims Rights Act. Provides victims with impact statement to complete and return if they choose to take advantage of their rights under law.
3. Informs victims, by letter or telephone, of court dates and actions taken. Ensures that statutory requirements regarding notification are fulfilled at each step during prosecution of the case.
4. Logs and maintains all victims' files, sends court notices, and assists victims with restitution matters and plea agreements.
5. Advises victims of hearings and final dispositions which includes providing forms to be completed by the victim and assists with the preparation of such statements.
6. Along with a Prosecuting Attorney, conducts interviews of children and young adults that are victims of criminal sexual conduct cases; assists the victims in finding counseling, and introduces them to the court process.
7. Assists victims in completing applications for compensation to recover some of the expenses incurred as a result of the crime. Provides victims with information that may assist in filing a claim.
8. Meets and/or assists victims in preparing for court, and provides support by familiarizing them with the court process.

VICTIM ADVOCATE (4/21/00)

LAPEER COUNTY

PROSECUTING ATTORNEY'S OFFICE

9. Attends hearings and trials with victims as requested
10. Attends arraignments on serious assaultive crimes to request high bond to secure victim's safety.
11. Assists victims on parole issues and attends parole board hearings with victims.
12. Keeps log of monthly felony and misdemeanor cases for statistics.
13. Interviews victims and/or families of victims to discuss the case and possible plea agreements and acts as liaison between the victim and the prosecutor.
14. Provides crisis intervention and assistance to victims in obtaining no contact orders, handles threats, and shelter referrals or counseling.

Other Functions

15. None listed.

This list may not be inclusive of the total scope of job functions to be performed. Duties and responsibilities may be added, deleted or modified at any time.

Employment Qualifications

Education: High school graduation plus the equivalent of one to two years of college-level coursework in criminal justice or a human services related area.

Experience: One year of experience in a Prosecutor's office or other legal setting providing a familiarity with the judicial system. Knowledge of computer systems related to the Prosecutor's system required.

Other Requirements:

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

FLSA Status: Non-exempt

Worker's Compensation Code: 8810

Occupational Employment Statistical Code: 27305

LAPEER COUNTY

PROSECUTING ATTORNEY'S OFFICE

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

Ability to access filing systems.

Ability to enter and retrieve information from a computer system.

Ability to generate various documents from a computer system.

Ability to travel to and access all courtrooms.

Working Conditions:

Works in office setting.

Exposure to individuals charged and/or convicted of a variety of criminal offenses.

Travels to and from courtrooms and other locations in all weather conditions.

**Amendment #1 to Contract between Michigan Supreme Court
State Court Administrative Office
and 40th Circuit Court
Contract No. SCAO-2024-039**

This Amendment Number 1 (the “First Amendment”) is entered into by and between the Michigan Supreme Court, State Court Administrative Office (the “SCAO”), P.O. Box 30048, Lansing, Michigan, 48909, and the 40th Circuit Court, Lapeer County Friend of the Court located at 255 Clay Street, Lapeer, MI 48446 (the “Provider”). (Collectively the SCAO and the Provider are the “Parties.”)

The Parties entered into Contract Number SCAO-2024-039, effective October 10, 2023, (the “Original Contract”) pursuant to which the Provider agreed to provide direct services that support and facilitate noncustodial parents’ access to and visitation with their children. (“Services”).

The Parties now desire to enter into this First Amendment to increase the Original Grant Amount under the Original Contract in exchange for increased Services from Provider. Section 23 of the Original Contract allows SCAO and the Provider to enter this First Amendment, which is the first to the Original Contract.

In consideration of the foregoing premises and mutual promises set forth below, the Parties agree to modify the Original Contract to include the amended terms below, which constitute the First Amendment.

1. Subsection 6.01 of the Original Contract in Section 6, is amended and replaced in its entirety with the language below:

The SCAO agrees to pay the Provider a sum not to exceed **\$3,000.00** for the Services performed and Expenses incurred pursuant to this Contract. This sum includes all remuneration to which the Provider is entitled for Services rendered from October 1, 2023, through the end of this Contract term.

2. This First Amendment to the Original Contract will be effective only on the date it is signed by both Parties. If the Parties do not sign the First Amendment on the same date, the latest specified date will become the First Amendment’s effective date.
3. Except as expressly provided in this First Amendment, all other terms and conditions of the Original Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Provider, 40th Circuit Court, and SCAO have executed this First Amendment.

40th CIRCUIT COURT

By: _____

Date: _____

Title: _____

STATE COURT ADMINISTRATIVE OFFICE

By: _____

Date: _____

Elizabeth Rios-Jones

Title: Deputy State Court Administrator

REQUEST FOR ACTION**DATE:** 01 August 2024 X REQUEST FOR ACTION FOR YOUR INFORMATION REQUEST FOR INFORMATION**TO:** BOC**FROM:** Kathy Haskins, MPH, BSN

SUMMARY OF REQUEST / INFORMATION: Request approval of the FY 25 (October 1, 2024 – September 30, 2025) Fee Schedule**ADDITIONAL INFORMATION:** There have been no updates to the fee schedule since 2019.**CONTACT PERSON(S):** Kathy Haskins**BACKGROUND INFORMATION:****SUPPORTING DOCUMENTS:** Draft FY 25 Fee Schedule**DRAFT MOTION:** Motion by _____, supported by _____ to approve the Health Department FY 25 (October 1, 2024 – September 30, 2025) fee schedule.ATTACHMENTS YES X NO

LAPEER COUNTY HEALTH DEPARTMENT

SCHEDULE OF FEES FOR SERVICES

10/01/24 - 09/30/25

DRAFT

Lapeer County Board of Commissioners

Date: 12/05/2019 (Last changes)

Update after BOC review

Motion: XXX-XX (Update after BOC)

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	Environmental Health	10/01/23 - 09/30/24	10/01/24 - 09/30/25
282-482.03	Septic Systems**		
	-Site Evaluation - residential/commercial	265.00	300.00
	-Site Re-evaluation (After 1 year)	115.00	150.00
	-Sewage Permit - New construction	300.00	350.00
	-Sewage Permit - Existing system repair/replace	300.00	300.00
	-Sewage Permit - Re-issue	115.00	125.00
	-Sewage Permit - Relocation	175.00	175.00
	-Sewage Permit - Major Revision	100.00	125.00
	-Plan Review - Residential Engineered Plans	175.00	250.00
	-Sewage Permit - Septic Tank Only - Residential or 1 tank Commercial	130.00	150.00
	-Sewage Permit - New Commercial	500.00	500.00
	-Sewage Permit - Existing Commercial	315.00	400.00
	-Plan Review - Commercial Engineered Plans	235.00	350.00
	-Sewage Permit - Septic Tank Only - Commercial - Multiple Tanks	250.00	250.00
	-Site Consultation - Miscellaneous visits (all programs)	80.00	100.00
	**Applications for sewage disposal permits expire 1 year from date of application		
282-453.010	Septic System Installers		
	-Sewage Contractor License - New	160.00	200.00
	-Sewage Contractor License - Renewal	120.00	150.00
	-Late Fee (>30 days past due)	50.00	75.00
	Appeals and Variances		
	-Administrative Variance Reviews	430.00	430.00
	-Board of Health Appeals	600.00	600.00
205-692.01	EH Miscellaneous		
	-As-built septic plan and well record copies (each)	1.00	1.00
	-Additional file pages copied (each)	0.35	0.35
205-482.080	-Septic/well records file search - due at time of request.	6.00	6.00
	Mortgage Evaluations		
282.482.01	-Water supply and on-site sewage disposal	225.00	225.00
009-228.051	-Water sample fees - State Laboratory	Set by State	Set by State
	-Re-sample fee - State Laboratory	Set by State	Set by State
	-Water evaluation only (any fee for water well sample analysis cost charged to LCHD is in addition to this fee)	175.00	175.00
287-637.000			
287-482.01	-Sewage Evaluation Only	175.00	175.00
	Construction Evaluations		
282.482.09	-Evaluation before Construction - Field	175.00	200.00
	-Evaluation before Construction - Office	75.00	100.00

		10/01/23 - 09/30/24	10/01/24 - 09/30/25
205-633.01	Subdivision/Site Condo/Plat		
	-Tentative evaluation to 50 acres	1000.00	1500.00
	-Tentative evaluation over 50 acres	1500.00	2000.00
	-Preliminary site inspection 1 to 20 lots	1500.00	1500.00
	-Preliminary site inspection each additional lot	80.00	100.00
	-Preliminary Plan Review Site Condos/Subs	750.00	1000.00
	-Preliminary Review Ground Water for Wells in Site Condo/Subdivisions	750.00	1000.00
	Water Supply**		
286.482.11	Private Water Supplies		
	-Private New and Replacement Well Permit	215.00	250.00
	-Well Enforcement/Fee for 3 rd Inspection	75.00	100.00
	-Private Well Penalty Fee	240.00	250.00
	-Transfer Fee (name change) only upon owner's request	30.00	50.00
	-Renewal-Expired Well Permit	75.00	100.00
	-Request for Permit Deviation	80.00	100.00
	-Water Sample Collection by County Personnel (Does not include lab fees)	100.00	100.00
287.637.000	Public Water Supplies (Type II and III)		
	-Type II Transient Non-Community Well Permit	550.00	550.00
	-Type II Non-Transient Non-Community Well Permit	675.00	675.00
	-Type II Request for Deviation from Regulations	150.00	150.00
	-Request to Alter Public Water/Act 399	210.00	210.00
	-Type III New and Replacement Well Permit	325.00	350.00
	-Reclassification of Existing Well	260.00	260.00
	-Noncompliance - Water Sample Collection by County Personnel (Does not include lab fees)	100.00	150.00
	**Applications for well permits expire one year from date of application		
205-482.06	Michigan Department of Health & Human Services		
	-MDHHS Partial Inspection - water supply & sewage disposal	225.00	225.00
	-MDHHS Re-Inspection for Noncompliance within 1 year of original	80.00	80.00
	-MDHHS Full Inspection / LARA / MiLEAP	325.00	350.00
	-MDHHS Plan Review Fee	160.00	200.00
	-Children's Camps	325.00	325.00
205-482.07	Body Art Establishments		
	-Plan Review Fee (New or Major Alteration	250.00	300.00
	-Annual State License Fee	Set by State	Set by State
	-Re-inspection fee after 1 st follow-up	50.00	75.00
205-554.000	Campground Inspection Fees		
	-Regular Campground up to 100 Sites	200.00	250.00
	-Regular Campground over 100 Sites	250.00	300.00
	-Temporary Campground Inspection	115.00	175.00
	-Late Fee Per Month on Inspection Invoice	75.00	100.00
	-State License Fees	Set by State	Set by State

		10/01/23 - 09/30/24	10/01/24 - 09/30/25
205.482.02	Swimming Pool Inspection Fees		
	-Request for Public Swimming Pool/Spa Inspection	180.00	200.00
	-Additional Pool/Spa per site	80.00	100.00
	-Late Fee per Month on Inspection Invoice	75.00	100.00
205.482.00	Radon*		
	-Radon Charcoal Detection Kit	10.00	10.00
	-Radon Alpha Track Kit	20.00	20.00
	Refunds		
	-Administration Fee - Applies to Refunds for All Programs	25.00	25.00
	-Administration Fee - Returned Check Fee for All Programs	25.00	25.00
276-454.00	Food Service Fixed Establishments		
	-Food Service License Fee 3,000 square feet or less	510.00	600.00
	-Food Service License each additional 1,000 sq. ft. (except schools)	50.00	100.00
	-State of Michigan Ed Fee	5.00	5.00
	-State of Michigan License Fee	25.00	25.00
	- Non-Profit Organizations: Charitable, religious, fraternal, service, civic or other non-profit organizations may be required to provide evidence of tax exempt or non-profit status; Are exempt from State license fee only; and Shall pay 50% of County Fees	50% of County Fee	50% of County Fee
	- Seasonal Establishments that operate for 9 months or less each year shall pay 65% of a full year license fee.	65% of County Fee	65% of County Fee
	- New Owner license fee after November 1 st	50% of County Fee	50% of County Fee
	Food Service - Mobile Establishments		
276-454.01	-Food Service License Each Catering Vehicle/Mobile Unit	175.00	200.00
	-Commissary License (for a facility not holding an MDA license)	175.00	200.00
	-Special Transitory Food Unit (inspection & license fees)	Set by State	Set by State
	-The State-wide inspection fee is \$90 each		
	-State-wide license fee for-profit STFUs \$140. Non-profit \$109.		
276-454.02	Food Service - Temporary (per license)		
	-Food Service Temporary License	100.00	150.00
	-Additional Temporary License Fee if Applied for less than 3 days before Event	25.00	50.00

276-453.04	Food Plan Review**		
	-Food Service Plan Review first 3,000 square feet	500.00	600.00
	-Food Service Plan Review Each Additional 1,000 square feet	50.00	100.00
	-Plan review for STFU or renovation/remodel of a currently licensed food service facility	275.00	300.00
	-Change of Ownership Fee	175.00	200.00

**Plan Review Applications expire 1 year after date of submission
--

		10/01/23 - 09/30/24	10/01/24 - 09/30/25
	Miscellaneous Food Fees		
	-Late Fee - Fixed establishment (per month)	100.00	100.00
	-Late Fee - Mobile, STFU	50.00	50.00
	-Follow-up inspection of critical items after the first follow-up	75.00	75.00
	-Unpaid fines will be assessed in next licensing renewal		
	-Office Conference related to non-compliance issues	290.00	290.00
	-Informal Hearing Fee	430.00	430.00
	-Formal Hearing Fee	600.00	600.00
009.228.050	-All State Surcharge and Education Fees Set by State		

LAPEER COUNTY HEALTH DEPARTMENT

SOIL EROSION AND SEDIMENTATION CONTROL PERMIT FEE SCHEDULE

Requires a Permit: Any earth change which disturbs one or more acres of land or if the earth change is within 500 feet of a lake, river, or watercourse of Lapeer County.

Permit fees are based upon site location and the risk of potential erosion problems.

Classification System:

Class	
Exemptions (Does not require a permit or waiver)	A residential property owner may conduct the following activities on individual residential property owned and occupied by him or her: farming* (plowing or tilling of land for the purpose of crop production or harvesting of crops), gardening, stump and root removal; post hole digging (for fencing, decks, mail boxes, etc., if no additional grading is done).
	If stabilized within 24 hours property owners may: plant trees, shrubs, etc., temporarily stockpile soil, sand or gravel not greater than a total of 10 cubic yards and at least 100 feet from the water; seawall maintenance that does not exceed 100 sq. ft.; seed or reseed lawns of less than 1 acre and at least 100 ft from the water; seed or reseed lawns closer than 100 ft from the water if the area does not exceed 100 sq. ft.; beach nourishment projects permitted under part 325 of Act 451; normal road and driveway maintenance; any earth change of minor nature that is stabilized within 24 hours.
Class 1 / Residential Waiver	Residential - minor changes less than 225 sq. ft. of disturbance: additions, decks, etc. Drilling wells for residential or commercial properties (case by case basis).
Class 2	Project is not within 500 ft. of water, is over an acre in size, but under 10 acres
Class 3	Project is near a detention basin or a retention pond leading to surface water, and is under 10 acres.
Class 4	Project within 500 ft. of a lake/stream/wetland/open water of any kind and has minimal slope (2% or less), and is under 10 acres.
Class 5	Project within 500 ft. of a lake/stream/wetland/open water of any kind and land is sloped toward or has a discharge to these waters, and is under 10 acres.
Class 6	Project is over 10 acres in size.

*Agricultural tilling activity (planting, harvesting) is exempt from permit fees; however, digging of agricultural ponds, excavation for farm buildings or other farm structure and/or other non-tilling activity requires a soil erosion permit, with application and fees as described above.

It is the permit holder's responsibility to notify the Health Department upon completion of the permitted activity or renew the permit a minimum of two weeks prior to the expiration date, whichever comes first.

Failure to obtain or extend a required earth change permit or failure to maintain compliance with the permit restrictions of a project may result in additional fees, fines, tickets, and/or other penalties allowed by law or ordinance.

Residential Project & Agricultural Fees:

Class	Annual Fee**
Exemption	No fee
Class 1 - Waiver	No fee
Class 2	\$100.00
Class 3	\$150.00
Class 4	\$200.00
Class 5	\$250.00

**Renewal Fee: 6 months extension @ 50% of annual fee

Site Development & Commercial Project Fees:

Class	Annual Fee**
Class 1	\$100.00
Class 2	\$200.00
Class 3	\$450.00
Class 4	\$600.00
Class 5	\$750.00
Class 6	\$1,000.00
Sand and gravel pit yearly renewal fee	\$150.00

**Renewal Fee: 6 months extension @ 50% of annual fee

	Public Health Nursing	10/01/23 - 09/30/24	10/01/24 - 09/30/25
334.637.01	Tuberculosis		
	-TB Skin Test (18 and over)	25.00	25.00
	-TB Skin Test (under 18)	25.00	25.00
	-Purified Protein Derivative for TB (PPD) dose vials	Market Price	Market Price
316.637.01	Vaccines		
	-VFC & AVP Vaccines for those eligible through Vaccines for Children Program & Adult Vaccine Program (Administration Fee)	22.00	23.00
	*Required Childhood Immunizations will not be denied due to an inability to pay Administration Fee		
	Child and Adult Vaccines - Private Pay		
	-Private Pay Vaccines, including influenza, pneumonia, and international travel vaccines (as available)	Market Price + Current Admin. Fee + 15%*	Market Price + Current Admin. Fee + 15%*
	*Note: 15% is ordering/inventory/billing costs fee		
	-International Travel Educational Session (18+ years)	60.00	60.00
	-International Travel Educational Session (Family)	90.00	90.00
	Lab Testing (Communicable Disease)		
334.637.01	-Hepatitis B Titer Blood Draw (HbsAB) MDHHS Tested	15.00	15.00
334.637.01	-Syphilis Testing MDHHS Tested	15.00	15.00
334.637.01	-Hepatitis C Testing (anti-HCV) MDHHS Tested	45.00	45.00
334.637.01	-Gonorrhea (non-culture)	45.00	45.00
334.637.01	-Chlamydia Testing	45.00	45.00
334.637.01	-Rabies Titer Blood Draw MDHHS Tested	15.00	15.00
334.637.01	-Court Ordered STD Testing Panel	150.00	150.00
	Misc. Screening Fees		
	-Vision Screening	12.00	12.00
	-Hearing Screening	12.00	12.00
	-Hemoglobin	6.00	6.00
	-Lead Screening	25.00	25.00
	Health Education		
	-School Programs (Requested education services) - per hour	45.00	45.00
	-Community Bloodborne Pathogens Program - per hour	45.00	45.00

	Medical Examiner	01/01/24 - 12/31/24	10/01/24 - 09/30/25
951.617.00	-Autopsy Record Copying Fee -\$30.60 per request for a copy of the record AND 1) \$1.53 per page for the first 20 pages 2) \$0.77 per page for pages 21-50 3) \$0.31 per page for pages 51 and over *The above #s were updated per the 2024 schedule	In accordance with the Medical Records Access Act (PA 47 of 2004, MCL 333.26269	In accordance with the Medical Records Access Act (PA 47 of 2004, MCL 333.26269
951.205.482.05	-Disinterment/Reinterment Permit Fee	20.00	25.00

	Senior Programs	10/01/23 - 09/30/24	10/01/24 - 09/30/25
	-Chore Services (Cost of parts/materials are additional) - suggested donation	\$10.00/hour	\$10.00/hour
	-Transportation	\$3.00 per round trip	\$3.00 per round trip
	-Nutrition Program Meal (Suggested donation)	\$3.00/meal	\$3.00/meal
	-In-home Services (Personal Care, Homemaker, Respite) - suggested donation	\$10.00/hour	\$10.00/hour

REQUEST FOR ACTION

DATE: 8-5-24

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Dana M. Miller, Lapeer County Treasurer

SUMMARY OF REQUEST / INFORMATION: RFA to approve the yearly service/support for the Assessing program.
fee

ADDITIONAL INFORMATION: Per the Board's Policy anything over \$2000 must be brought before the Board.

CONTACT PERSON(S): Dana M. Miller

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by _____, supported by _____, to authorize the County Treasurer to pay BSA Software for the Annual Service/Support Fee for the Assessing System for the period of August 1, 2024 through August 1, 2025
ATTACHMENTS YES X NO _____ in the amount of \$5,501.00, to be paid from line item # 532-253-850.200.

BS& A Software

14965 Abbey Lane
Bath, MI 48808

Phone: 517-641-8900

INVOICE

Invoice Number: 155393
Invoice Date: Aug 1, 2024
Page: 1

Bill To:
LAPEER COUNTY 255 CLAY ST SUITE 303 LAPEER, MI 48446 LAPEER

Customer ID	Customer PO	Payment Terms	
LAPEERCO	3		
Sales Rep ID	Shipping Method	Ship Date	Due Date
			8/31/24

Quantity	Description	Unit Price	Amount
1.00	Assessing System - annual service/support fee per contract for the coverage dates of August 1st, 2024-August 1st, 2025	5,501.00	5,501.00

Check/Credit Memo No:

Subtotal	5,501.00
Sales Tax	
Total Invoice Amount	5,501.00
Payment/Credit Applied	
TOTAL	5,501.00

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

Date: June 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 \$89,661.34 from appropriation to expenditure, which represents third 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 #0624-009 approved by the Lapeer County Community Mental Health Services Board at its Board meeting on June 20, 2024 authorizing the CMH Director to make this request.

Contact person(s):

Brooke Sankiewicz, Chief Executive Officer of
 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 \$89,661.34, representing third of the three installments toward the annual allocation of \$268,984.00 from CMH appropriations to CMH expenditure.

Attachments: Yes _____ No X _____

Date: July 9, 2024

 X Request for Action

To: Lapeer County Board of Commissioners

Summary of Request/Information:

Request approval of the annual renewal of the Square 9 software program at a cost of \$4,028.01.

Contact person(s):

Brooke Sankiewicz, Chief Executive Officer

Background Information:

This is an increase of \$191.81 from the previous year. Square 9 is a scanning software that has been used for our Accounts Payable process since 2018.

The CMH Board approved the renewal of the Square 9 subscription on June 20, 2024.

Draft Motion:

Moved by _____ supported by _____ to ^{authorize CMH} ~~approve the request of the~~ ^{annual} ~~annual renewal of the Square 9 software program at a cost of \$4,028.01, There~~ ^{to renew} ~~will be no additional cost to the county general fund.~~ ^{at}



SUPPORT RENEWAL NOTIFICATION

PO Box 15, Rocky Hill, CT 06067
Phone: 203.789.0889 | Fax: 203.789.8958
www.square-9.com | accounting@square-9.com

NOTIFICATION DATE: 6/3/2024

Bill To

Lapeer Mental Health
1570 Suncrest Dr
Lapeer MI 48446-1154
United States

PLEASE NOTE: THIS
IS NOT AN INVOICE

Your current Square 9 product support agreement listed will **expire within the next 90 days**. Ensure uninterrupted support by confirming your intention to renew immediately, so that an invoice can be generated. Please send your Purchase Order or an executed copy of this renewal notification to orders@square-9.com.

For questions, contact Square 9 Softworks at orders@square-9.com or (203) 789-0889.

Renewal Contract Term: 9/15/2024 - 9/14/2025

Description

S9SPROSRV-006MS - Custom Sql Scripting (4 Hour Increments) Maintenance & Support	2
S9SSA-002 - Software Assurance Renewal	1
CAPONPREMUP-001MS - GlobalCapture On Prem Licensing Upgrade M&S (Monthly)	1,055
Total	\$4,028.01

For more information on the benefits of a Square 9 Subscription/Maintenance & Support Contract, please visit

<https://info.square-9.com/support-overview>

☐ Yes, I hereby authorize renewal of the Square 9 Software Subscription/Support Agreement for the above customer. By signing below and/or by issuing a PO for the renewal, I understand that Square 9 will immediately extend the contract per the terms listed which once processed is not cancellable or reversible and I will be invoiced for the amount shown plus applicable taxes.

Authorized Signature

Title

Date Signed



7c

1570 Suncrest Dr., Lapeer, MI 48446 810.667.0500 810.664.8728 lapeercmh.org

Date: August 1, 2024

 X Request for Action

To: Lapeer County Board of Commissioners

Summary of Request/Information:

Request approval of the annual renewal for the AccountMate software program at a cost of \$3,525.00.

Contact person(s):

Brooke Sankiewicz, Chief Executive Officer

Background Information:

This is an annual subscription we are requesting to renew for fiscal year 2025. AccountMate is the accounts payable software used to process invoices for payment.

The CMH Board approved the renewal of the AccountMate subscription on August 1, 2024. Motion #0824-003

Draft Motion:

Motion Moved by _____ supported by _____ *authorize CMH to renew*
the annual ~~renewal for the~~ AccountMate software program at a cost of \$3,525.00,
at ~~There will be~~ no additional cost to the county general fund.



Innovative Software, LLC
36805 Kyro Court
Sterling Heights, MI 48310



Invoice
Invoice Number
2240802L-LMP

Invoice Date
Aug 2, 2024

Voice: 586-268-9881

Page:
1

Bill To:
Lapeer County Community Mental Health
Attn: Inder Abrol
1570 Suncrest Drive
Lapeer, MI 48446

Ship to:
Lapeer Community Mental Health
Attn: Inder Abrol
1570 Suncrest Drive
Lapeer, MI 48446

Customer ID: LAPCMH

Customer PO	Payment Terms	Due Date	Sales Rep ID
	Pre-Paid	8/17/24	

Quantity	Item	Description	Unit Price	Extension
1.00	VAM-SQL-LMP	AccountMate Lifecycle Maintenance Plan for AM SQL, One Year: 08/27/24 to 08/26/25 See attached Lifecycle Maintenance Plan document. Modules Covered by LMP: SM, 5-User GL, Compiled AP, Compiled CFM, Compiled All Innovative Software LLC Services will be charged at \$95/Hour per provided Fee Schedule, typically billed at month-end, Terms Net 15 days. Terms: Prepayment	3,525.00	3,525.00

222-000-800-123.00
3525.00

222-208-246-813.020

Subtotal 3,525.00
Sales Tax
Total Invoice Amount 3,525.00
Payment/Credit Applied
Balance Due 3,525.00



7D

1570 Suncrest Dr., Lapeer, MI 48446 810.667.0500 810.664.8728 lapeercmh.org

Date: August 1, 2024

 X Request for Action

To: Lapeer County Board of Commissioners

Summary of Request/Information:

Request approval of the annual renewal of the annual subscription for Valenz Assurance program at a cost of \$2,407.05.

Contact person(s):

Brooke Sankiewicz, Chief Executive Officer

Background Information:

This is an annual subscription we are requesting to renew for fiscal year 2025. This subscription provides verification of staff's professional license to ensure the license is current and without violations.

The CMH Board approved the renewal of the annual subscription for Valenz on August 1, 2024. Motion #0824-004

Draft Motion:

Moved by _____ supported by _____ to authorize CMH to renew
the annual ~~renewal of the~~ Valenz Assurance subscription at a cost of \$2,407.05, at
~~There will be~~ no additional cost to the county general fund.





Valenz Assurance
Dept 349, PO Box 1000
Memphis, TN 38148
United States

***Please Note Our
Payment Address***

Invoice

#VLZA7438A

Invoice Date: 07/15/2024

Terms: Net 90

Due Date: 10/13/2024

Subtotal: \$2,526.37

Credits Applied: \$119.32

Balance Due: \$2,407.05

Bill To

Lapeer County Community Mental Health
1570 Suncrest Drive
Lapeer MI 48446
United States

Ordered By

Regina MacDonald

Platform

Assurance : EPStaffCheck : Enhanced

Subscription Period

11/1/24-10/31/25

Item	Quantity	Rate	Amount
Annual Subscription Service, 5,001 - 50,000 transactions - EPStaffCheck	6,408	\$0.2215	\$1,419.37
Minimum Balance Due - Annual Total: \$2,524.00			
-- Base Subscription: \$1,417.00	1	\$0.00	\$0.00
-- Other Services: \$1,107.00			
Separate user, included - Enhanced user: LCCMmi_CONC	1	\$0.00	\$0.00
Federal Office of Foreign Assets Control - Specially Designated Nationals (OFAC - SDN) Exclusion	1	\$0.00	\$0.00
Federal Office of Inspector General (OIG) - Most Wanted Exclusion	1	\$0.00	\$0.00
Federal Office of Inspector General (OIG) Exclusion	1	\$0.00	\$0.00
Federal System for Award Management (SAM) Excluded Parties List System (EPLS) Exclusion	1	\$0.00	\$0.00
Michigan Medicaid Exclusion	1	\$369.00	\$369.00
Federal National Provider Identifier (NPI) Licensure	1	\$369.00	\$369.00
Michigan Professional Licensure	1	\$369.00	\$369.00
Terms & Conditions - Prepaid Annual Subscription - If the value of actual transactions exceeds prepaid by more than \$50.00, a usage reconciliation invoice will be due. If the value of actual transactions is less than prepaid by more than \$50.00, a service credit will be issued to the account, provided that the credit does not bring the annual subscription value below the minimum due.			

If not listed, neither sales or use tax is being collected or remitted upon this sale. Your state may require you to remit use tax directly to the appropriate department. Please contact your state for further instructions/requirements.

Valenz Assurance subscriptions are non-refundable and not prorated. Pre-billed transactions are estimated based on a variety of factors and reconciled at the close of the subscription period. Should actual transactions exceed pre-billed, an overage or usage reconciliation invoice may be due. Valenz Assurance retains the right to increase rates annually; the rates listed herein are valid for the entirety of the listed subscription period.

If you have questions or concerns regarding your invoice or services, or if you would like to expand on your existing services, please contact us at assuranceaccounting@valenzhealth.com or call (888) 395-9029.



VLZA7438A



7E

1570 Suncrest Dr., Lapeer, MI 48446 810.667.0500 810.664.8728 lapeercmh.org

Date: August 2, 2024

☒ Request for Action

To: Lapeer County Board of Commissioners

Summary of Request/Information:

Request approval for payment on invoices #24016, #24017 and #24018 for a total amount of \$8,418.00 to Family Building Company, INC.

Contact person(s):

Brooke Sankiewicz, Chief Executive Officer

Background Information:

Family Building Company, INC was contracted for adapting space to accommodate persons served safety and needs. Building repairs were completed at Harmony Hall Clubhouse and the LCCMH building.

Family Building Company, INC contracted hourly rate was approved by the CMH board on July 20, 2023. Motion #0723-009. Motion moved by M. Voss supported by R. Barnard.

Draft Motion:

to authorize CMH
Move to approve the request by ~~Lapeer County Board of Commissioners~~ to pay
Family Building, INC in the amount of \$8,418.00, ~~There will be no additional~~
cost the county general fund. ~~for repairs to Harmony Hall Clubhouse~~
for invoices #24016, #24017 and #24018,
for grand total



FAMILY BUILDING COMPANY, INC

5605 PRATT ROAD
LAPEER, MI 48446
(810)444-3113 • (888)519-4654 - fax
FamilyBuildingCompany@gmail.com

INVOICE #24016

TO: Regina MacDonald, Contract Manager
Lapeer Community Mental Health
1570 Suncrest
Lapeer, MI 48446

FROM: Brian L. Britton
President, Family Building Co., Inc

DATE: July 11, 2024

RE: Harmony House, East/West front rotting repairs

Family Building Co, Inc is pleased to provide this invoice for your project.

1. Repair & Replace wood and cut stone at the East side ,
paint to match

Labor 24 hrs @ \$62.40	\$1,497.60
Material	\$825.00
TOTAL	\$2,322.60

2. Repair & Replace wood and cut stone at the West side,
paint to match

Labor 24 hrs @\$ 62.40	\$1,497.60
Material	\$825.00
TOTAL	\$2,322.60

TOTAL DUE \$4,645.20

Thank you,



Brian L. Britton, President
Family Building Co., Inc



FAMILY BUILDING COMPANY, INC

5605 PRATT ROAD
LAPEER, MI 48446
(810)444-3113 • (888)519-4654 - fax
FamilyBuildingCompany@gmail.com

INVOICE #24017

TO: Regina MacDonald, Contract Manager
Lapeer Community Mental Health
1570 Suncrest
Lapeer, MI 48446

FROM: Brian L. Britton
President, Family Building Co., Inc

DATE: July 15, 2024

RE: LCMH Building Repairs / Exhaust fans

Family Building Co. Inc is pleased to provide this invoice for your project.

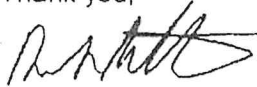
1. Supply labor and material to add two exhaust fans at restrooms, including duct work

Labor 16 hrs. @ \$62.40 \$998.40

Material \$515.00

TOTAL DUE \$1,513.40

Thank you,



Brian L. Britton, President
Family Building Co., Inc

FAMILY BUILDING COMPANY, INC

5605 PRATT ROAD
LAPEER, MI 48446
(810)444-3113 • (888)519-4654 - fax
FamilyBuildingCompany@gmail.com

INVOICE #24018

TO: Regina MacDonald, Contract Manager
Lapeer Community Mental Health
1570 Suncrest
Lapeer, MI 48446

FROM: Brian L. Britton
President, Family Building Co., Inc

DATE: July 15, 2024

RE: LCMH Building Repairs / Gym Doors

Family Building Co, Inc is pleased to provide this invoice for your project.

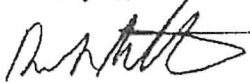
1. Supply labor and material to reverse two doors in the gym area

Labor 26 hrs. @ \$62.40 \$1,622.40

Material \$637.00

TOTAL DUE \$2,259.40

Thank you,



Brian L. Britton, President
Family Building Co., Inc



DATE: August 2, 2024

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: FULL BOARD

FROM: Moses Sanzo, County Controller/Administrator

SUMMARY OF REQUEST/INFORMATION: Request authorization to pay the June invoice from The Kelly Firm for corporation counsel legal services.

BACKGROUND INFORMATION:

ADDITIONAL INFORMATION:

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

SUPPORTING DOCUMENTS: Legal Summary for Invoice #4569

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board to authorize the payment to The Kelly Firm, in the amount of \$2,887.50 for corporation counsel legal services rendered through June 30, 2024 to be paid from line item #101-239-801.020.

ATTACHMENTS YES X NO



The Kelly Firm PLC
2825 University Drive
Auburn Hills, Michigan 48326

COUNTY OF LAPEER
255 CLAY STREET
SUITE 301
LAPEER, MI 48446

Statement Date: 06/30/2024
Account No. 1045.000
Statement No: 4569
Page No. 1

	Fees	Expenses	Advances	
GENERAL LEGAL	1,137.50	0.00	0.00	\$1,137.50
COUNSEL ON MILLAGE	70.00	0.00	0.00	\$70.00
REGISTER OF DEEDS	175.00	0.00	0.00	\$175.00
SHERIFF'S DEPARTMENT	945.00	0.00	0.00	\$945.00
ELECTIONS	507.50	0.00	0.00	\$507.50
CENTRAL DISPATCH	52.50	0.00	0.00	\$52.50
	<u>2,887.50</u>	<u>0.00</u>	<u>0.00</u>	<u>\$2,887.50</u>

Billing questions: (248) 655-7025 or billingclerk@kellyfirmplc.com

Due to administrative adjustments and review, time increments are based on value received during the billing period and do not necessarily represent the date services were performed.

DATE: August 2, 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 August 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 #15729

DRAFT MOTION:

Motion by_____, supported by_____, to recommend to the Full Board to authorize payment to Shifman Fournier, PLC, in the amount of \$2,955.00 for labor related legal services rendered through July 31, 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, Suite 100
Bingham Farms, MI 48025
Phone (248) 594-8700
Fax (248) 594-7080
shifmanfournier.com

VIA EMAIL ONLY

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

August 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 July 31, 2024.

Invoice No. 15729

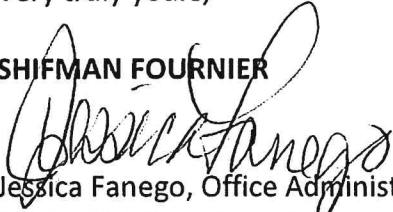
Lapeer County –	
General	\$ 1,365.00
Sheriff's Department	\$ 975.00
CMH	\$ 345.00
FOC	\$ 135.00
District Court	\$ 135.00
Health Department	\$
911 MAPE	\$
911 POAM	\$
Non-Union	\$
TOTAL DUE	\$ 2,955.00

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

DATE: July 31, 2024

XX **REQUEST FOR ACTION**

_____ **FOR YOUR INFORMATION**

_____ **REQUEST FOR INFORMATION**

TO: Committee of the Whole

FROM: ADMINISTRATION OFFICE

SUMMARY OF REQUEST / INFORMATION: Requesting authorization to pay the annual dues to the Michigan Association of Counties Dues for FY 2024-2025.

ADDITIONAL INFORMATION: The annual dues are \$14,268.59 again this year with no change, \$14,300 is budgeted in that line item.

CONTACT PERSON(S): Doreen Clark, Office Manager

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Invoice #m2955

DRAFT MOTION:

Motion by _____, Supported by _____, to recommend to the Full Board to authorize payment of the annual dues to the Michigan Association of Counties, in the Amount of \$14,268.59 for the period of July 1, 2024 through June 30, 2025, to be paid from 101-241-957.102.

ATTACHMENTS YES X NO _____

INVOICE

BILL TO

Jackie Arnold
Lapeer County
255 Clay Street
Lapeer, MI 48446

INVOICE

m2955

DATE

06/24/2024

DESCRIPTION	AMOUNT
2024-2025 County Dues	14,268.59

Please remit checks to:
Michigan Association of Counties
110 W Michigan Ave., Suite 200
Lansing, MI 48933

BALANCE DUE

\$14,268.59

ACH Payments:
Contact pemberton@micounties.org

Pay invoice



Lapeer County

This report provides an overview of the benefits of Lapeer County's membership with MAC. County entities are also eligible for all benefits in a MAC membership.

Lapeer County 2024 fees for service: \$14,268.59

MAC Program Participation*

In return for these fees for service, Lapeer County and its entities utilize a variety of cost-saving services and programs:

- **Nationwide 457** — State-of-the-art retirement planning with more than \$1 billion of Michigan public funds under management

The county is also eligible for any of the following programs, free of charge, through its MAC membership:

- **Abilita** — Telecommunication consulting services, with average savings of 29 percent
- **American Fidelity** — Employer cost-savings solutions and supplemental insurance benefits
- **Blue Cross Blue Shield** — Health insurance with one-stop customer service
- **COBRA Administration** — Administration and compliance with all COBRA regulations for a nominal fee
- **CoPro+** — Collaborative purchasing with bulk pricing and shareholder rewards; CoPro also offers direct procurement consulting services
- **Grant Services** — Since 2005, this program has helped counties gain almost \$6 million in grant money
- **Lincoln Financial** — 10 percent discount on current life and disability insurance rates as a MAC member
- **Opioid Settlement Funds Planning and Capacity Building** — Technical assistance for strategic planning, stakeholder engagement, strategy determination, spending plan development, policy analysis or other needs
- **Michigan Counties Workers' Compensation Fund** — Nonprofit pool that offers members an average 35 percent dividend on their premium payments

For information on any services coordinated through our Service Corp., please contact us at scurie@micounties.org or 517-372-5374.

Revenue Sharing

Contact MAC at (800) 336-2018 for more information on program participation

Each year, MAC works to educate lawmakers on the importance of appropriating full formula funding for county revenue sharing. Your county's amounts have been:

- Fiscal 2024 — \$2,002,834.46
- Fiscal 2023 — \$1,889,617.36
- Fiscal 2022 — \$1,782,604.31

For information on MAC's governmental affairs initiatives, contact Deena Bosworth at bosworth@micounties.org or 517-372-5374.

MAC Boards, Committees

The following county officials participate:

- William Hamilton, Finance and General Government Committee, member
- Brad Haggadone, Judiciary and Public Safety Committee, member
- Kevin Knisely, Transportation and Infrastructure Committee, member

If you are interested in serving on a MAC committee, contact Deena Bosworth at bosworth@micounties.org or 517-372-5374.

MACPAC Donors

The following county officials donated to MACPAC in 2023:

-

To donate to MACPAC, visit www.micounties.org or contact Derek Melot at melot@micounties.org or 517-372-5374. A list of current-year donors can be seen in MAC's bimonthly magazine, *Michigan Counties*.

*Additional Participation

The following related county entities utilize MAC services:

- **Lapeer County District Library**, Nationwide 457
- **Lapeer County Medical Care Facility**, Blue Cross Blue Shield, COBRA Administration, Nationwide 457
- **Lapeer County Road Commission**, Nationwide 457

Michigan Counties Workers' Compensation Fund

The following county entities received a premium dividend from this nonprofit, county-run fund in the most-recent plan year:

-

REQUEST FOR ACTION**DATE:** August 5, 2024☒ REQUEST FOR ACTION☐ FOR YOUR INFORMATION☐ REQUEST FOR INFORMATION**TO: Lapeer County Board of Commissioners****FROM: Lapeer County Administration**

SUMMARY OF REQUEST / INFORMATION:

Budget amendment for cost allocation and additional funds for annual operating transfer in

ADDITIONAL INFORMATION:**CONTACT PERSON(S): Moses Sanzo**

BACKGROUND INFORMATION: Cost allocation was not budgeted in 2022 which was used for the base year to determine the annual transfers after the passage of the Public Safety Millage. In addition, the IV-D position was budgeted and included in the transfer and is now part of the Friend of the Court. The difference between the two is the \$76,444 that we are requesting be adjusted.

SUPPORTING DOCUMENTS:

DRAFT MOTION: Motion by _____, Supported by _____, to approve the budget amendment as presented and increase the annual operating transfer out of General Fund to the Prosecuting attorney by \$76,444.

(Cost Allocation)

ATTACHMENTS YES ☒ NO ☐

LAPEER COUNTY**BUDGET AMENDMENT FORM****FUND NAME :** Prosecuting Attorney**ORIGINATOR:** Jacky Bennett**RECEIVED :** _____**REVIEWED :** _____**FORWARDED:** _____**RETURNED :** _____

ACCOUNT NUMBERS			DESCRIPTION	ORIGINAL BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT						
205	296	969 . 000	Cost Allocation			114,100.00		114,100.00
205	100	400 . 100	Beg. Fund Balance		102,609.67	37,656.00		140,265.67
205	990	699 . 010	Operating Transfer	1,012,000.00	1,012,000.00	76,444.00		1,088,444.00
								-
101	990	995 . 044	Public Safety	8,812,000.00	8,812,000.00	76,444.00		8,888,444.00
101	100	700 . 100	Contingency	832,037.85	832,037.85		76,444.00	755,593.85
								-
								-
								-
		.						-

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!**DEPT. HEAD:** _____**MOTION#:** _____**COMPUTER ENTRY BY:** _____**DATE ENTERED :** _____

**DRAFT PLANNING COMMISSION MOTION
PA 116 APPLICATION
AUGUST 8, 2024**

P.A. 116 Application – Almont Township

Motion by _____, supported by _____, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Almont Township's PA 116 Application #001 submitted by applicant, Eschenburg Farms Limited Partnership, for approximately 2 acres in Section No. 26 Town No. 6N, Range 12E, originally parcel #44-001-026-013-00, which is now being combined with previously approved PA 116 parcel #44-001-026-012-00 of 78 acres, with the new combined Parcel #44-001-026-012-01 for a combined 80 acres to expire on the same date as the original parcel; therefore, on August 8, 2024 recommends approval of said application.



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Development Rights Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116. Please print or type. Attach additional sheets as needed. Refer to the Eligibility and Instructions document before filling out this form.

OFFICIAL USE ONLY

Local Governing Body: _____

Date Received: 7/23/2024

Application No: 001

State: _____

Date Received: _____

Application No: _____

Approved: _____ Rejected: _____

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 TO BE EFFECTIVE FOR THE CURRENT TAX YEAR

I. Personal Information:

1. Name(s) of Applicant: Eschenburg Farms Limited Partnership

Last

First

Initial

(If more than two see #15)

Last

First

Initial

2. Mailing Address: 4265 Kidder Rd. ALMONT Mich. 48003

Street

City

State

Zip Code

3. Phone Number: (Area Code) (810) 614-4842

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (810) 614-2105

5. E-mail address: donald.eschenburg@yahoo.com

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Lapeer 7. Township, City or Village: ALMONT

8. Section No. 26 Town No. T6N Range No. R12E

Parcel # (Tax ID): 44-001-026-013-00 COMBINED WITH 44-001-026-012-00

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor(seller(s):

Name: _____

Address: _____

Street

City

State

Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (seller(s) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

☐ 2 or more persons having a joint or common interest in the land
☐ Corporation
☐ Estate

☐ Limited Liability Company
☐ Trust

LIMITED
☒ Partnership
☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: DONALD Eschenburg Title: General Partner

Name: RANDALL Eschenburg Title: General Partner

Name: KATHERINE Eschenburg Title: Limited Partner

Name: JOHN Eschenburg Title: Limited Partner

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- ☐ a. 40 acres or more —————▶ complete only Section 16 (a thru g);
☐ b. 5 acres or more but less than 40 acres —————▶ complete only Sections 16 and 17; or
☐ c. a specialty farm —————▶ complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

CASH CROPS

b. Total number of acres on this farm: _____

c. Total number of acres being applied for (if different than above): 2.0

d. Acreage in cultivation: _____

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: _____

f. All other acres (swamp, woods, etc.) _____

g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings _____ Residence: _____ Barn: _____ Tool Shed: _____

Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____

Poultry House: _____ Milking Parlor: _____ Milk House: _____

Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ _____ / _____ = \$ _____ (per acre)
 total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); _____

V. Signature(s):

20. The undersigned certifies that this application identifies the owner of record, legal description of property, and all liens, covenants, and other encumbrances affecting the title to the land.

Donald W. Eschenburg ESCHENBURG FARMS LIMITED PARTNERSHIP
 (Signature of Applicant) LIMITED PARTNERSHIP (Corporate Name, If Applicable)

 (Co-owner, If Applicable) _____
7.22.24 _____
 (Date) _____
Donald W. Eschenburg
 (Signature of Corporate Officer)
GENERAL PARTNER
 (Title)

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
 ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: 7/23/2024 (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: Almont
☐ County ☒ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected

Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$ _____ is the current fair market value of the real property in this application.

Parcel Number (Tax ID): 001-026-012-01

II. Please verify the following:

☒ Upon filing an application, clerk issues receipt to the landowner indicating date received.

☒ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

_____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

_____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Preservation Program, P.O. Box 30449, Lansing, MI 48909

*Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

_____ County or Regional Planning Commission

_____ Conservation District

_____ Township (if county has zoning authority)

Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:

_____ Copy of Deed or Land Contract (most recent showing current ownership)

_____ Copy of most recent Tax Bill (must include tax description of property)

_____ Map of Farm

_____ Copy of most recent appraisal record

_____ Copy of letters from review agencies (if available)

_____ Any other applicable documents

ALMONT

TOWNSHIP

819 N. MAIN STREET

ALMONT, MI 48003

(810)798-8521 FAX (810)798-7097

www.almonttownship.org

July 28, 2024

Almont Township received PA-116 forms for the following parcel located in Almont Township.

001-026-012-01 Eschenburg Farms Limited Partnership Application # 001

Jenny Henige
Almont Township Clerk

SCHEDULE OF ENTITY OWNERSHIP

Eschenburg Farms Limited Partnership
Entity Name

Co-partnership
Entity Type

Michigan
State

The following is a complete list of all officers, shareholders, partners, members, or other parties, regardless of title, who own any portion of the entity listed above:

1. Randall L. Eschenburg Partner
Name Title (shareholder, member, partner, etc.)
4265 Kidder Road Almont Mich 48003
Address City State Zip
2. Donald W. Eschenburg Partner
Name Title (shareholder, member, partner, etc.)
8641 Tubspring Rd. Almont MI 48003
Address City State Zip
3. Katharine L. Eschenburg Limited Partner
Name Title (shareholder, member, partner, etc.)
8641 Tubspring Rd. Almont MI 48003
Address City State Zip
4. John P. Eschenburg Limited Partner
Name Title (shareholder, member, partner, etc.)
2557 33 mile Road Romeo MI 48065
Address City State Zip
5.
Name Title (shareholder, member, partner, etc.)
Address City State Zip
6.
Name Title (shareholder, member, partner, etc.)
Address City State Zip
7.
Name Title (shareholder, member, partner, etc.)
Address City State Zip
8.
Name Title (shareholder, member, partner, etc.)
Address City State Zip
9.
Name Title (shareholder, member, partner, etc.)
Address City State Zip
10.
Name Title (shareholder, member, partner, etc.)
Address City State Zip

If more space is required, select one of the following options:

- ☐ Disclosure is continued on the back of this sheet; OR
- ☐ An additional SCHEDULE OF ENTITY OWNERSHIP is attached

Turn in with application

MICHIGAN DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT
ENVIRONMENTAL STEWARDSHIP DIVISION
FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

**INSTRUCTIONS FOR
LOCAL GOVERNING BODY
FOR COMPLETING AN
APPLICATION FOR A FARMLAND AGREEMENT (FORM ES-013)**

A. After a landowner completes his/her portion of an ***Application for a Farmland Agreement, Form ES-013*** (in accordance with Part 361 of the Natural Resources and Environmental Protection Act, 1994, Act 451, as amended, more commonly known as P.A. 116), the landowner is to attach a copy of a deed or land contract proving ownership of the property to be enrolled in the program, and a copy of a recent tax bill or tax assessment notice containing the legal description of the property. The landowner then is to take these application materials to the "local governing body" (see definition below) for local review and approval.

B. The local governing body holding the application shall approve or reject the application within **45 DAYS** after the application is received. It is the responsibility of the local governing body doing the initial review to complete the bottom portion of page 3 of the application form. **ALL APPLICABLE LINES/SPACES ON THE BOTTOM PORTION OF PAGE 3 ARE TO BE COMPLETED.**

C. PART I. Action by Governing Body requires the local governing body's name, date received, whether the application is approved or disapproved, the date of approval or disapproval, the clerk's signature and seal, and the current market value. **IMPORTANT:** If the application is approved on or before November first of a given year, the landowner is eligible for tax credits from the State of Michigan for that entire year. If approved after November first, the landowner is eligible for tax credits beginning the following year.

D. PART II. Check List should be completed with either a date or check mark or "NA" for "not applicable." For all applications, the reviewing agencies are the County or Regional Planning Commission and local Conservation District. If the county is the local governing body initiating the review of the application, the township also becomes a reviewing agency.

E. Reviewing agencies are to be sent a copy of the application by the local governing body. At the very least, this includes the local Planning Commission and Conservation District. A reviewing agency has **30 DAYS** in which to review and comment on the application and provide comments to the township. After the 30-day period, the township can proceed with or without comments from reviewing agencies.

F. Upon receipt of an application, the clerk checks the application to see that it has been properly completed by the landowner. Next, the clerk insures that the first four lines under



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Part 361 of the Natural Resources and
Environmental Protection Act, 1994 Act 451 as
amended, more commonly known as PA 116.

Farmland Agreement Application ELIGIBILITY & INSTRUCTIONS

Please review the following eligibility requirements and instructions before completing an application for a Farmland Agreement.

If your farm (including the residence and farm buildings) meets one of the following criteria, it is eligible for enrollment in the program under Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

- I. As defined by the Act, **agricultural use** means: "The production of plants and animals useful to humans, including forages and sod crops; grains, feed crops and field crops; dairy and dairy products; poultry and poultry products; livestock, including breeding and grazing of cattle, swine, captive cervidae, and similar animals; berries; herbs; flowers; seeds; grasses; nursery stock; fruits; vegetables; maple syrup production; Christmas trees; and other similar uses and activities". Agricultural use includes use in a federal acreage set-aside program or a federal conservation reserve program. Agricultural use does not include the management and harvesting of a woodlot. As defined by the Act, **farmland** means:

1. "A farm of 40 or more acres in one ownership, with 51% or more of the land area devoted to an agricultural use."
2. "A farm of 5 acres or more in one ownership, but less than 40 acres, with 51% or more of the land area devoted to an agricultural use, that has produced a gross annual income from agriculture of \$200.00 per year or more per acre of cleared and tillable land. A farm described in this subparagraph enrolled in a federal acreage set aside program or a federal conservation reserve program is considered to have produced a gross annual income from agriculture of \$200 per year or more per acre of cleared and tillable land."
3. "A farm designated by the department of agriculture as a specialty farm in one ownership that has produced a gross annual income from an agricultural use of \$2,000.00 or more. Specialty farms include, but are not limited to, greenhouses; equine breeding and grazing; the breeding and grazing of cervidae, pheasants, and other game animals; bees and bee products; mushrooms; aquaculture; and other similar uses and activities."

4. "Parcels of land in one ownership that are not contiguous but which constitute an integral part of farming operations being conducted on land otherwise qualifying as farmland may be included in an application under this part."

- II. The administrative rules providing for the administration and implementation of the program further define the following:

1. "**Gross annual income** means an average computed from two of the three tax years immediately preceding the year of application from the raising or harvesting of any agricultural commodities."

2. **Specialty farm** means an enterprise of 15 or more acres in size which meets the income requirement and has been designated by the Michigan Department of Agriculture.

- III. A **farmland development rights agreement** is a temporary restrictive covenant where the owner and the state agree to jointly hold the right to develop a parcel of farmland. The covenant is an agreement to not develop the property except as specifically stated within the agreement. The covenant runs with the land and is for a jointly agreed upon length of time (at least 10 years). A farmland development rights agreement contains the following restrictions:

1. A structure shall not be built on the land except for use consistent with farm operations, which includes a residence for an individual essential to the operation of the farm as defined under section 36110(5), or lines for utility transmission or distribution purposes or with the approval of the local governing body and the state land use agency.
2. Land improvements shall not be made except for a use consistent with farm operations or with the approval of the local governing body and the state land use agency.
3. Any interest in the property shall be sold only for a scenic, access, or utility easement which does not substantially hinder farm operations.

Existing P.A. 116 CONTRACT FOR
SEC. 25 48947

Supplement

Documenting
Current existing
P.A. 116 Contract
(48947) for the
Property in Section 26
AND Section 25

116 Jenny
Township

Re. P.A. 116 application
To add 2 acres
to Contract NO.
48947

Request for Land Combination

Almont Township 819 N Main St. Almont, MI 48003 ph 810-798-8521

Parcels to be combined (use additional sheets if needed)

A) Parcel Identification: Enter the property I.D. number of parcel 44-001-026-012-00

B) Parcel Identification: Enter the property I.D. number of parcel ^{78 acres} 44-001-026-013-00

C) Parcel Identification: Enter the property I.D. number of parcel ^{2 acres} _____

D) Parcel Identification: Enter the property I.D. number of parcel _____

E) Parcel Identification: Enter the property I.D. number of parcel _____

Address of parcel _____

A) Property Owner Information

Name ESCHENBURG FARMS Limited Partnership
Address 4265 RIDGER ROAD
City Almont, State MI. Zip 48003
Phone 810-614-4848

Applic

Name

Address

City

Phone

Application putting

2 acres with 78 acres

PARENT PARCEL INFORMATION:

1. Indicate the total size (in acres) of the parcels being combined 78 + 2
2. Have there been any divisions of this parcel since March 31, 1997? Yes _____ No X
3. Are there any existing buildings located on this parcel? Yes _____ No X (If yes, indicate the location of each building on the Survey being submitted with this application)

Land Combination Checklist: All of the following must accompany this application

- _____ Accurate legal description of the resulting proposed land combination. A survey may be required if not available.
- _____ Road accessibility for each parcel by: Existing driveway; Road Commission approval of proposed driveway location; or Township Planning Commission approval of private road.
- _____ Document from Utility Company of Utility Easement to existing public utility for each proposed new parcel if not pre-existing.
- _____ Application fee of \$35 per new legal description submitted.
- _____ Completed Request Form.
- _____ Compliance with depth to width ratio of not more than 4 to 1 for each resulting parcel.
- _____ Verification from the Township Treasurer or County Treasurer that all taxes are paid for the preceding 5 years.

The Township has 45 days in which to review proposed land divisions/combinations. This review period does not begin until all require information has been submitted to Almont Township.

2023 MICHIGAN Schedule of Taxes and Allocation to Each Agreement

Issued under authority of Public Act 281 of 1967, as amended.

Include with Form MI-1040. Type or print in blue or black ink.

Attachment 04

1. Filer's First Name DONALD	M.I. W	Last Name ESCHENBURG	2. Filer's Full Social Security No. (Example: 123-45-6789)
If a Joint Return, Spouse's First Name KATHERINE	M.I. L	Last Name ESCHENBURG	Spouse's Full Social Security No. (Example: 123-45-6789)

INSTRUCTIONS: Complete Columns A through H.

A Agreement Number			B 2023 Total Taxable Value	C Check if 2022 or 2023 Property Taxes Are Paid	D Type of Owner- ship	E Percent of Income or Ownership	F Total Tax for Each Agreement	G Divide Each Amount in Column F by Total on Line 3, Column F	H Allocated Tax Credit. Multiply MI-1040CR-5 Line 15 or 20 by Percent Computed in Column G
County Code	Contract Number	Expiration Date (Enter as MM-DD-YYYY)							
EXAMPLE: 01 98765 12 - 31 - 2060									
44	48944	12-31-2075	255320	X	P	41.00 %	3143	43.36 %	1599
44	48945	12-31-2075	48840	X	P	41.00 %	601	8.29 %	306
44	48946	12-31-2075	164141	X	P	41.00 %	2021	27.88 %	1029
44	48947	12-31-2075	62677	X	P	41.00 %	783	10.80 %	399
74	48916	12-31-2075	64303	X	P	41.00 %	700	9.66 %	356
						%		%	
						%		%	
						%		%	
						%		%	
						%		%	
						%		%	
						%		%	
						%		%	
						%		%	
						%		%	
						%		%	
						%		%	
						%		%	
☐ Check here if additional page(s) used. Enter total from additional page(s), if applicable.									
3. Enter total of columns F through H (total of column G must equal 100%). Carry total from column F to your MI-1040CR-5, line 4.							7248	100.00 %	3689



RECORDED ON
11/17/2023 1:53:13 PM
LORI L. GEBHARDT
LAPEER COUNTY REGISTER OF DEEDS



LIBER 3377

PAGE 22
1 of 1

Receipt #9495

LIBER: 3377 PAGE: 22 #Pages: 1
\$60.00 QC BY JUDGMENT

QUIT CLAIM DEED

Dana M. Miller, acting in official capacity as the LAPEER COUNTY TREASURER of 255 Clay, Ste 303, Lapeer, MI 48446, hereafter referred to as Grantor

QUIT CLAIMS to

ESCHENBURG FARMS LIMITED PARTNERSHIP, a Michigan Co-partnership which is registered in the county of Lapeer and whose address is 4265 KIDDER ROAD, ALMONT, MI 48003, hereafter referred to as Grantee

The following lands situated in ALMONT TOWNSHIP, County of Lapeer, and State of Michigan, to wit:

SEC 26 T6N R12E THE FORMER RR R/W ACROSS N SIDE OF NE 1/4 OF SE 1/4. 2 A. ALMONT TOWNSHIP.

Further identified as permanent parcel ID number 001-026-013-00.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, for the sum of \$1,100.00 and no other consideration.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act. If the land is unplatted, Grantor grants to Grantee ALL available land divisions.

This instrument is exempt from Michigan Real Estate transfer taxes pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i) for County and State tax respectively. This form is issued under the authority of MCL 211.78 (m).

November 16, 2023

Dana M. Miller

Dana M. Miller
Lapeer County Treasurer

STATE OF MICHIGAN
COUNTY OF LAPEER

The foregoing instrument was acknowledged before me this November 16, 2023 by Dana M. Miller, acting in official capacity as the Lapeer County Treasurer, known to me to be the person who executed the same of their own free will.



Wendy M. Miller
Wendy M. Miller, Notary Public
State of MI, County of Lapeer
My Commission Expires August 19, 2025
Acting in the County of Lapeer

After Recording, Return to Grantor

Prepared By:
Martin I. Snauldinn

Mc
DEEDS

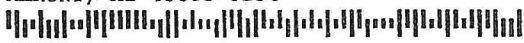
THIS IS NOT A TAX BILL

L-4400

Notice of Assessment, Taxable Valuation, and Property Classification

1029

This form is issued under the authority of P.A. 206 of 1893, Sec. 211.24 (c) and Sec.211.34c, as amended. This is a model assessment notice to be used by the local assessor.

FROM: ALMONT TOWNSHIP ASSESSING DEPT 819 N. MAIN ST. ALMONT, MI. 48003		PARCEL IDENTIFICATION PARCEL NUMBER: 001-026-012-01 PROPERTY ADDRESS: TUBSPRING RD ALMONT, MI 48003	
OWNER'S NAME & ADDRESS/PERSON NAMED ON ASSESSMENT ROLL: *****AUTO**5-DIGIT 48003 ESCHENBURG FARMS LTD 4265 KIDDER RD ALMONT, MI 48003-8236 		PRINCIPAL RESIDENCE EXEMPTION % Exempt As "Homeowners Principal Residence": .00% % Exempt As "Qualified Agricultural Property": 100.00% % Exempt As "MBT Industrial Personal": .00% % Exempt As "MBT Commercial Personal": .00% Exempt As "Qualified Forest Property": ☐ Yes ☒ No Exempt As "Development Property": ☐ Yes ☒ No	
LEGAL DESCRIPTION: SEC 26 T6N R12E N 1/2 OF SE 1/4 SPLIT/COMBINED ON 01/03/2024 FROM 001-026-012-00, 001-026-013-00;			
ACCORDING TO MCL 211.34c THIS PROPERTY IS CLASSIFIED AS: 102 (AGRICULTURAL-VACANT)			
PRIOR YEAR'S CLASSIFICATION: 102 (AGRICULTURAL-VACANT)			
The change in taxable value will increase/decrease your tax bill for the 2024 year by approximately: \$1,407		PRIOR AMOUNT YEAR: 2023	CURRENT TENTATIVE AMOUNT YEAR: 2024
1. TAXABLE VALUE:		0	49,683
2. ASSESSED VALUE:		0	205,800
3. TENTATIVE EQUALIZATION FACTOR: 1.000			
4. STATE EQUALIZED VALUE (SEV):		0	205,800
5. There WAS or WAS NOT a transfer of ownership on this property in 2023 WAS NOT			
6. Assessor Change Reason:			

The 2024 Inflation rate Multiplier is: 1.05

Questions regarding the Notice of Assessment, Taxable Valuation, and Property Classification may be directed to the Following:

Name: TOM VALENTINE - ASSESSOR	Phone: 810-798-8521	Email Address: ALMONTASSESSOR@YAHOO.COM
--	-------------------------------	---

March Board of Review Appeal Information. The board of review will meet at the following dates and times:

THE MARCH BOARD OF REVIEW WILL MEET AT ALMONT TOWNSHIP HALL BY APPOINTMENT ONLY ON THE FOLLOWING DATES: MONDAY, MARCH 11TH, 2024 FROM 9:00 AM - NOON & 1:00 PM - 4:00 PM AND TUESDAY, MARCH 12 TH, 2024 FROM 2:00 PM - 5:00 PM & 6:00 PM - 9:00 PM TAXPAYERS MUST MAKE AN APPOINTMENT BY 1:00 PM MARCH 11, 2024 BY CALLING 810-798-8521 DURING BUSINESS HOURS TO APPEAL 2024 ASSESSMENTS COMPLETED RESIDENT AND NONRESIDENT APPEALS BY LETTER, FAXES TO 810-798-7097 AND EMAILS TO ALMONTASSESSOR@YAHOO.COM ARE ACCEPTED AND MUST BE RECEIVED BY MARCH 11, 2024 AT 1:00PM. NO POSTMARKS ARE ACCEPTED PLEASE GOTO [HTTPS://WWW.MICHIGAN.GOV/TAXES/PROPERTY/FORMS/INSTRUCTIONS/BOARD-OF-REVIEW](https://www.michigan.gov/taxes/property/forms/instructions/board-of-review) TO OBTAIN A FORM (SEE PAGE 2)

ALMONT TOWNSHIP TAX BILL — WINTER 2023

Roberta C. Kudsin Almont Township Treasurer 810-798-8521 ext. 203 44-001-026-013-00
rkudsin@almonttownship.org

TAX COLLECTION HOURS
MON-TUES-WED 8:00 AM TO 2:00 PM
THURS 8:00 AM TO 4:00 PM

ALL TOWNSHIP DEPTS. CLOSED ON FRIDAYS
TREAS. OFFICE OPEN: DEC. 28, 2023 8:00 AM TO 5:00 PM
LAST DAY TO PAY BY CREDIT CARD: FEB. 14, 2024
WWW.ALMONTTOWNSHIP.ORG - OR - AT TWP. OFFICE &
INCLUDES A 3% FEE TO CREDIT CARD CO
ALL TOWNSHIP DEPTS. HOLIDAY CLOSINGS:
DEC. 25 & 26, 2023 & JAN. 1 & 2, 2024

PAYMENT IS DUE BY: **WITHOUT PENALTY**
02-14-2024

PAYABLE TO: Almont Township
PAY TAXES AT "ALMONT" TRI-COUNTY BANK-CASH OR CHECK ONLY
DEC. 4, 2023 THRU FEB. 14, 2024
NO PARTIAL PAYMENTS ACCEPTED AT BANK
TOWNSHIP "DROP BOX" OUT FRONT
NO CASH PLEASE.

Taxes are based upon Taxable Value.
1 mill equals \$1.00 per \$1000 of Taxable Value

Property Address: SCOTCH SETTLEMENT
School District: 44020 ALMONT COMMUNITY SCHOOLS
Mortgage Company:
Property Assessed To: ESCHENBURG FARMS LP
4265 KIDDER RD
ALMONT, MI 48003
Taxable Value: 3,486
State Equalized Value: 13,300
Class: 402 Homestead %: 0.0000

PROPERTY DESCRIPTION:

01 30 801 000 00 SEC 26 T6N R12E THE FORMER RR R/W ACROSS
N SIDE OF NE 1/4 OF SE 1/4. 2 A.

Remainder of legal on file at Township

POSTMARKS ARE NOT ACCEPTED

OPERATING FISCAL YEARS

The taxes on bill will be used for governmental
operations for the following fiscal year(s):

County: JAN. 1 - DEC. 31
Twn/Cty: JULY 1 - JUNE 30
School: JULY 1 - JUNE 30
State: OCT. 1 - SEPT. 30

Does NOT affect when the tax is due or the amount

DESCRIPTION	MILLAGE	AMOUNT
MCF	0.31960	1.11
SENIORS	0.39160	1.36
VETERANS	0.18130	0.63
STEPHENS LIBRARY	1.18100	4.11
LAPEER ISD	2.80100	9.76
ALMONT OPER	18.00000	62.74
ALMONT DEBT	8.00000	27.88
ALMONT SINKING	0.93030	3.24
TOWNSHIP TAX	1.28200	4.46
FIRE OPER	0.98010	3.41
LAPEER EMS	0.88140	3.07
LAW	1.45000	5.05
TWP POLICE	2.00000	6.97
PATON DRAIN	0.00000	32.18

PAID

TOTAL TAX 38.39830 165.97

DEC 13 2023

WINTER DUE: 165.97

Almont Township
Cash _____ Check # 3007 *JK*

SUMMER TAXES OWING

Winter bill due Feb. 14, 2024. A one time 3% penalty added on Feb. 15, 2024. Last day to pay is Feb. 29, 2024. Payments received March 1, 2024 are DELINQUENT and payable at Lapeer County Treasurer's Office with additional interest and penalty. Call 810-667-0239 for amount due. If paying by check include phone number. Check is a conditional payment until it has cleared the bank. If dishonor or returned for any reason your receipt is void and a \$25 fee will be charged.

Pay by mail: detach at perforation & retain top portion. Pay in person: Bring bill with you.

ALMONT TOWNSHIP

2024 Summer Property Tax Bill

TAX COLLECTION HOURS:

MONDAY THROUGH THURSDAY: 8:00 AM - 2:00 PM
CLOSED FRIDAY

ALL Township Offices Closed: July 4, 2024 & Sept. 2, 2024

PROPERTY INFORMATION

Prop Addr:

Prop #: 44-001-026-012-01 TUBSPRING RD
Homestead #: 100.00 Class: 102
Mortgage Co: School District: 44020
State Equal Value: 205,800 Taxable Value: 49,683
Property Assessed To: ESCHENBURG FARMS LTD
4265 KIDDER RD
ALMONT, MI 48003-8236

SEC 26 T6N R12E N 1/2 OF SE 1/4 SPLIT/COMBINED ON 01/03/2024 FROM 001-026-012-00, 001-026-013-00;

OPERATING FISCAL YEARS.

This information does NOT affect date the tax is due or its amount.

County: Jan. 1 to Dec. 31 Township: July 1 to June 30
School: July 1 to June 30 State: October 1 to Sept. 30

DEFERMENT OF SUMMER TAXES IS AVAILABLE TO
QUALIFIED RESIDENTS AND MUST BE APPLIED FOR
YEARLY BEFORE SEPT. 14th.
CONTACT TOWNSHIP FOR INFORMATION & APPLICATION.

Roberta C. Kudsin - Treasurer

819 N. Main St. Almont, MI 48003

Treasurer's Office: 810-798-8521 Ext. 203

rkudsin@almonttownship.org

44-001-026-012-01

PAYMENT DUE BY: 09/16/2024

TAX MAY BE PAID AT "ALMONT TRI-COUNTY BANK".

July 1, 2024 thru Sept. 16, 2024 No partial payments accepted at bank.

DROP BOX IN FRONT OF MUNICIPAL BLDG. (NO CASH PLEASE)

Credit/Debit card payments (3% fee) are not accepted after 2-14-25

CASH payments-Please pay at Almont Tri-County Bank with tax bill

Tax is based upon Taxable Value. 1 mill equals \$1.00 per \$1000 of Taxable Value

Summer Taxes Due

DESCRIPTION	MILLAGE	AMOUNT
STATE ED TAX	6.00000	298.09
COUNTY TAX	3.59710	178.71
PAID	0.00000	0.00
	0.00000	0.00

JUL 10 2024

Total Tax 476.80

Almont Township Administration Fee 0.00

Cash Check # 3029

Interest 0.00

RCKudsin

SUMMER AMOUNT DUE:

476.80

POST MARKS WILL NOT BE ACCEPTED

Payments received 9/17/24 or later will be charged 1% interest per month.

This bill is payable at the Twp. office until February 28, 2025

March 1, 2025 tax is delinquent and payable to Lapeer County with
additional administration fee & interest. Call (810-667-0239) for amount.

If paying by check: 1) please include your phone number; 2) check is
a conditional payment until it has cleared the bank; 3) if dishonored or
returned for any reason your receipt is void & a \$25 fee will be
charged. Treasurer not responsible for payment on wrong parcel.

001-026-013-00 Map #:

SCOTCH SETTLEMENT

07/16/2024

ESCHENBURG FARMS LP

4265 KIDDER RD

ALMONT MI 48003

Class: 001 School: 44020

01 30 801 000 00 SEC 26 T6N R12E THE FORMER RR R/W ACROSS N SIDE OF NE 1/4 OF
SE 1/4. 2 A.

~~SPLIT~~ ON 01/03/2024 WITH 001-026-012-00 INTO 001-026-012-01;

Combined

001-026-012-01 Map #:

TUBSPRING RD

07/16/2024

ESCHENBURG FARMS LTD

4265 KIDDER RD

ALMONT MI 48003-8236

Class: 102 School: 44020

SEC 26 T6N R12E N 1/2 OF SE 1/4

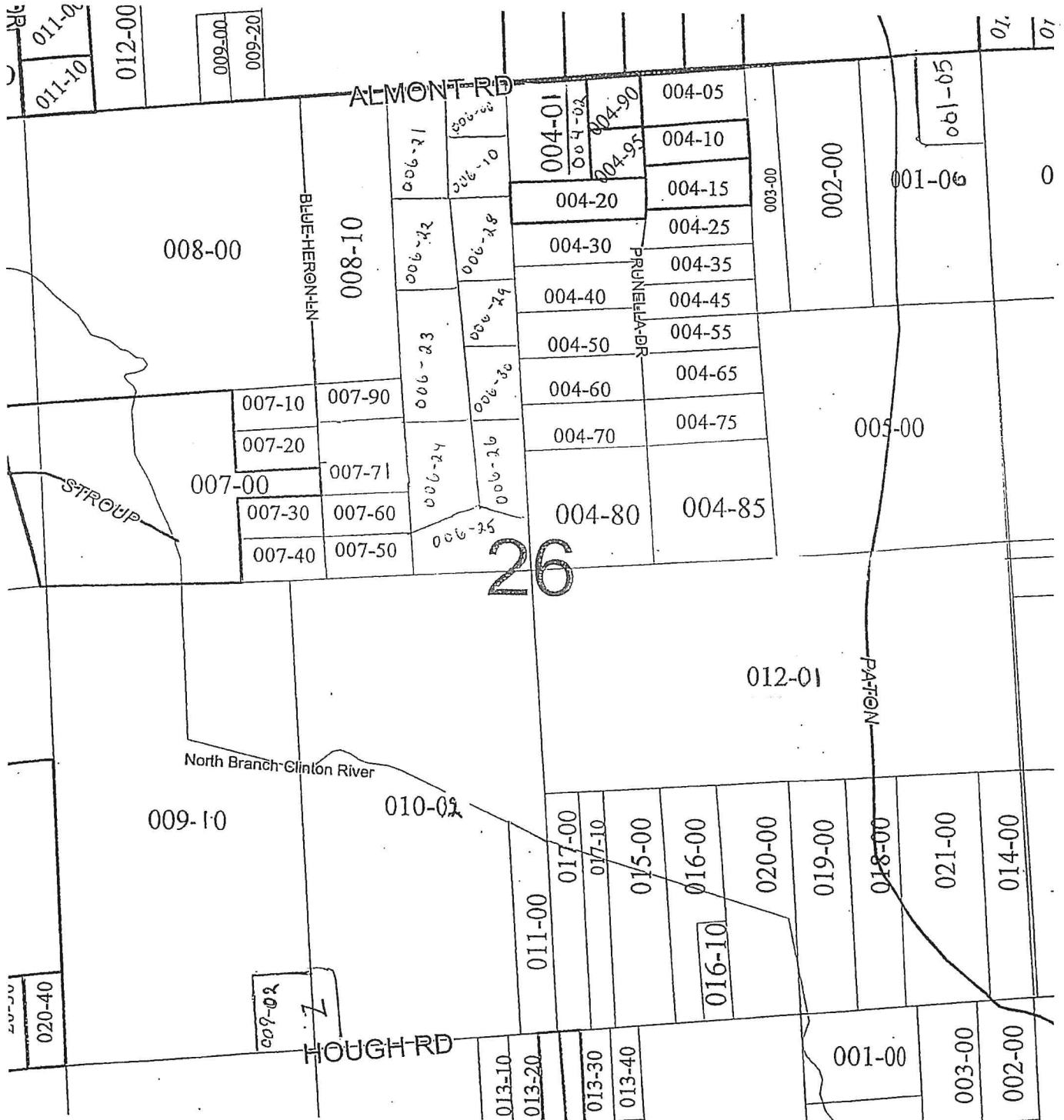
SPLIT/COMBINED ON 01/03/2024 FROM 001-026-012-00, 001-026-013-00;

SECTION 26

ALMONT TWP (T6N-R12E)

LAPEER COUNTY, MICHIGAN

After



1"=800'

NOT TO BE REPRODUCED
WITHOUT PRIOR WRITTEN CONSENT.

PRODUCED BY:
LAPEER CO EQ/GIS/TREAS
255 CLAY ST #303, LAPEER MI 48446
810-667-0228 or 810-667-0239
Parcel lines may be current to 2004.

Map of Farm with Structures and Natural Features:

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
- B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
- C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
- D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

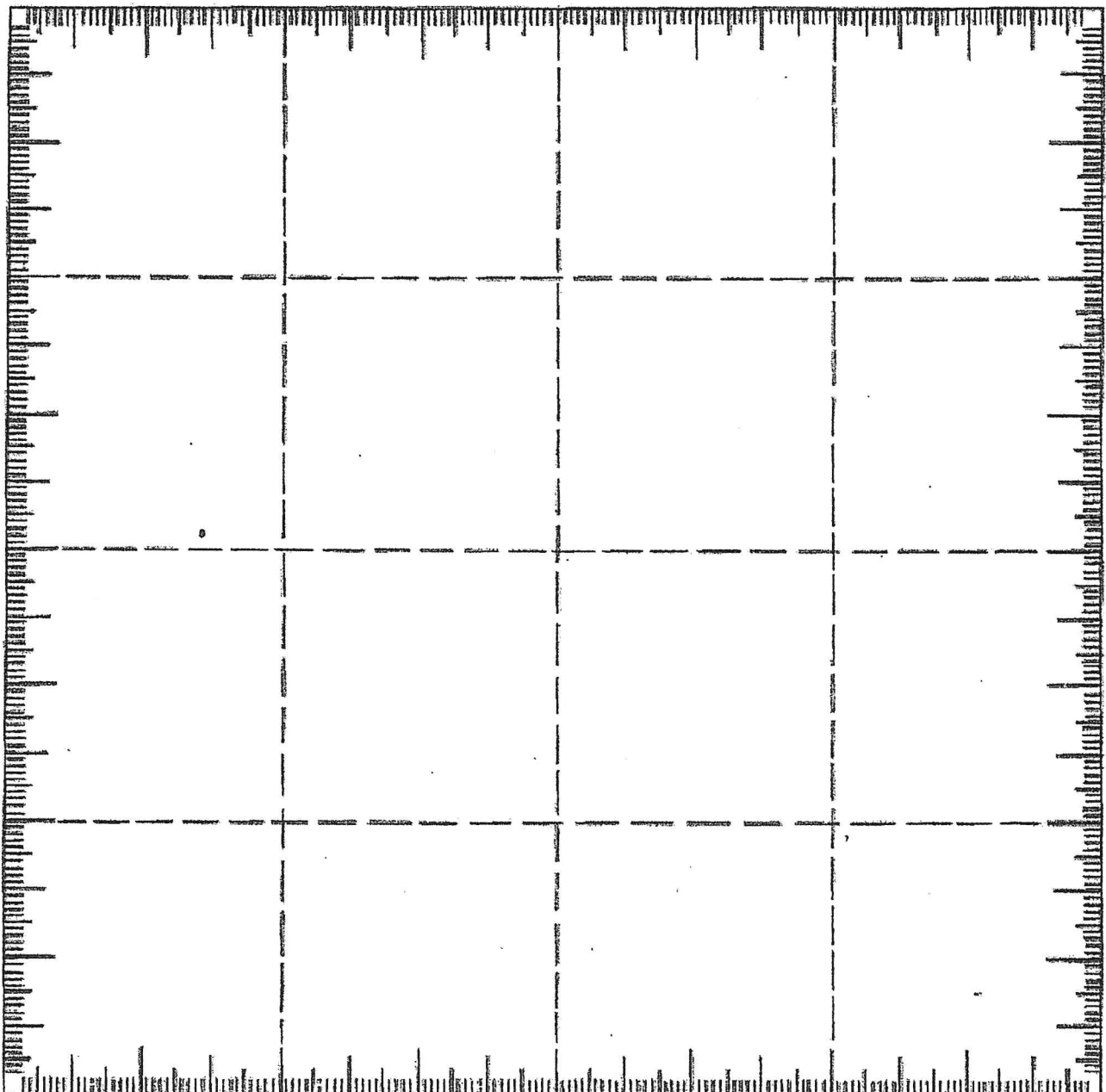
Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County _____

Township _____

T _____ R _____ Section _____

↑ North



**COUNTY OF LAPEER
STATE OF MICHIGAN**

**RESOLUTION AUTHORIZING ENTRY OF PARTICIPATION AGREEMENT
IN THE KROGER NATIONAL PRESCRIPTION OPIATE LITIGATION**

At a meeting of the Board of Commissioners ("Board") of the County of Lapeer, State of Michigan (the "County") held on August 22, 2024, at 255 Clay Street, Lapeer, Michigan 48446 at 9:00 a.m., there were:

PRESENT:

ABSENT:

The following preambles and resolution were offered by _____ and seconded by _____:

WHEREAS the People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry, which conduct caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic; and

WHEREAS the County of Lapeer is a participant in the National Opioid Settlements with Teva Pharmaceuticals Industries Ltd. and Allergan Finance, LLC (prescription opioids manufacturers), and CVS Health Corp. and CVS Pharmacy, Inc., Walmart, and Walgreens ("Settling Defendants"); and

WHEREAS the Kroger Company (Kroger) has agreed to payment of an approximate 1.2 Billion Dollar settlement to fund abatement and prevention strategies associated with the opioid public nuisance; and

WHEREAS the State of Michigan has elected to participate in the settlement through a Memorandum of Understanding/Subdivision Agreement for Allocation of Kroger Settlement Agreement, of which the County is eligible to participate as a non-litigating local government; and

WHEREAS the Proposed Memorandum provides such allocation of settlement funds where fifty (50%) percent of the settlement proceeds to the State of Michigan are allocable to local governments; and

WHEREAS allocations to the County are projected to be \$160,635.62, paid in installments over eleven (11) years and is subject to reduction based on participation of local governments throughout the State; and

WHEREAS, participation as a non-litigating government in the Kroger settlement requires the County to execute the Subdivision Participation and Release Form (***Exhibit A***).

NOW THEREFORE BE IT RESOLVED that the County of Lapeer Board of Commissioners authorizes the County Administrator to opt-in and consent to the terms of the opioid settlement with Kroger by executing and submitting the Subdivision Participation and Release Form (***Exhibit A***) and such further action as is necessary to receive the settlement funds.

IT IS FURTHER RESOLVED the election, agreement, and authorization in this Resolution are subject to completion of all other necessary actions by the Court and the other parties required to finalize the settlements as described herein.

A roll call vote on the foregoing resolution was taken, the result of which is as follows:

YES:

NO:

ABSTAIN:

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

CERTIFICATION

I, the undersigned, the duly qualified and acting Administrator of the County of Lapeer, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners at a regular meeting held on August 22, 2024, the original of which is on file in my office, and that such meeting was conducted and public notice thereof was given pursuant to and in compliance with Act No. 267, Michigan Public Acts of 1976, as amended, and that minutes of such meeting were kept and are available as required by such Act.

Theresa M. Spencer,
Lapeer County Clerk

Dated: August 22, 2024

Exhibit A

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Moses Sanzo

Title: County Administrator/Controller

Date: August 22, 2024

DRAFT PROPOSED MOTIONS
FROM THE
July 25, 2024
PROPERTIES COMMITTEE MEETING

1. Motion by Knisely, supported by Hamilton, to recommend to the Committee of the Whole, with authority to act from July 25, 2024 Regular Full Board meeting (#247-2024), and pursuant to the recommendation of the Properties Committee, to approve the license agreement between the County of Lapeer and the City of Lapeer for the placement of an Art board at the Lapeer County Historic Courthouse, for the period of July 31, 2024 through July 31, 2025 with an option for an additional one year, as submitted; and further, to authorize the Chairman to sign said lease agreement. Motion carried.

LICENSE AGREEMENT FOR LIMITED USE OF REAL PROPERTY
(ART INSTALLATION)

THIS LICENSE AGREEMENT FOR LIMITED USE OF REAL PROPERTY (the "Agreement") is entered into and effective this the 31st day of July, 2024, by and between the COUNTY OF LAPEER ("Licensor"), 255 Clay Street, Lapeer, Michigan 48446 (the "County") and the CITY OF LAPEER, 576 Liberty Park, Lapeer, Michigan 48446 (the "City").

Recitals

- A. Licensor owns or occupies real property commonly known as the Lapeer County Historic Courthouse (the "Property").
- B. The City has requested to use the Property to install, display, show, maintain, and remove artwork (the "Art") as part of a project known as Nature on Nepessing (the "Project").
- C. The Project, including the Art, will benefit the community as a whole.
- D. Licensor has agreed to grant the City a license to use the Property to install, display, show, maintain and remove the Art on the terms and conditions herein.

NOW, THEREFORE, in exchange for good and valuable consideration, receipt and sufficiency of which is acknowledged, the parties to this Agreement agree as follows:

- 1. Recitals. The Recitals set forth above are incorporated into this Agreement.
- 2. License. Licensor grants the City and its agents and assigns a license to use the Property, from **July 31st, 2024 through July 31st 2025** (the "License Term") for the limited purposes of installing, displaying, maintaining, showing, and removing the Art as part of the Project. Provided, if the Art is not removed prior to the conclusion of the License Term, the City shall have the right to remove the Art after the License Term.
- 3. License Term Renewal Unless the Licensor requests otherwise, the license term shall automatically renew for one additional one year term on **July 31st 2025, which shall extend until July 31st 2026**. If the Project continues past that date, the City shall request another writing prior to that date.
- 4. Location and Maintenance of Art. The parties will work cooperatively to determine the location on the Property where the Art will be installed and a method to secure the Art to the Property, if necessary. The Art will be installed in a location generally accessible to and viewable by the public. The parties understand that installation of the Art may require securing the Art to the Property, via screws, anchors, bolts or the like, as long as it doesn't compromise the integrity of the Historic Courthouse Building. Licensor agrees to care for and maintain the Art in the same manner it cares for and maintains the Property, including, routine cleaning, dusting

and security, provided such does not damage the Art. In the event Licensor is unwilling or unable to maintain the Art or if the Art requires maintenance or cleaning beyond routine maintenance and cleaning, Licensor shall notify the City of such need and the City shall complete the same.

5. Removal If the Licensor requires the removal of the Art for any reason, prior to the stated term, the Licensor shall provide notice to the City and access to the Art in order to facilitate its removal. Except in emergency situations, the Licensor shall provide 30 days' notice for removal of the Art. The City shall provide reasonable restoration efforts after its removal, if necessary.

6. Access. The City and its agents shall have the right to access the Property at reasonable times as deemed necessary by the City, in coordination with Lapeer County Building and Grounds Department, to install, display, maintain, show, and remove the Art. Further, the public shall have access to a private or publicly accessible location from which the art may be viewed.

7. Ownership of Art. Licensee shall have no ownership interest in the Art and nothing herein shall be deemed to transfer ownership, title or any other interest in the Art to Licensee. Ownership of the art shall remain with the City of Lapeer.

8. Binding Agreement. This Agreement and the obligations it imposes upon Licensor and the City hereunder are binding upon Licensor and the City's successors, heirs and assigns and all other successors in interest to the Licensor and Licensee, and shall continue as a servitude running with the Property throughout the License Term.

9. Amendment. This Agreement may be amended in any manner only by an agreement, in writing, signed by the parties.

10. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

COUNTY OF LAPEER

CITY OF LAPEER

By: Tom Kohlman
Its: Chairman, Lapeer County Board of
Commissioners

By:
Its:

Dated: July 25, 2024

DRAFT MOTION
FROM THE JULY 25, 2024
ARPA COMMITTEE MEETING
REFERRED TO COW AUTHORITY TO ACT
REGARDING
GENERATOR REPLACEMENT AND
UNDERGROUND STORAGE TANK CLOSURE

Motion by Kohlman, supported by Hamilton, pursuant to action taken at the July 25, 2024 Regular Board Meeting giving the August 8th Committee of the Whole the authority to act on this matter, and pursuant to the recommendation of the ARPA Committee, to authorize Building & Grounds/Parks Department to accept the quote from Michigan CAT for the purchase and installation of a replacement Generator at the County Complex/Courthouse, as outlined for approximately \$132,320; and further, to accept the quote from The Oscar W. Larson Company for the removal and closure of the underground storage tank, as outlined, at a cost of approximately \$15,075.00, both to be paid from ARPA Fund 281 (category 6.1), and to authorize the Chairman to sign said agreements for both projects. Motion carried unanimously.

Michigan



Power Systems Division
25000 Novi Road
Novi, Michigan 48375

Quote: 24EDP-D300-LAPEER COUNTY COURTHOUSE--01

July 17, 2024

Page 1 of 4

PROJECT: LAPEER COUNTY COURTHOUSE—Generator Upgrade
Sourcewell Contract #092222-CAT

MacAllister CAT Power Systems Division is pleased to submit the following quotation for your consideration. Items not specifically mentioned in this proposal are the responsibility of others.

Caterpillar C9-GCABR, UL 2200 Listed, EPA Certified, diesel generator set rated at **300 kW** standby power, **480/277-volt**, three-phase, 0.8 power factor, 60 Hz @ 1800 RPM, each to include:

CONTROL PANEL

GCCP 1.2 – Generator Control Panel

Monitoring an extensive number of engine parameters, the modules will display warnings, shutdown, and engine status information on the back-lit LCD screen, illuminated LEDs and remote PC.

- 4-line back-lit LCD text display
- Five-key menu navigation
- Customizable power-up text and images
- Internal PLC editor
- Fully configurable via PC using USB & RS485 communication
- Power save mode
- Generator current and power monitoring (kW, kvar, kVA, pf) kW and kvar overload and reverse power alarms
- Unbalanced load protection
- Fuel and start outputs configurable when using CAN Support for 0 V to 10 V & 4 mA to 20 mA sensors
- 8 configurable digital outputs (5 available for Customer use)
- CAN, MPU and alternator frequency speed sensing in one variant
- Engine pre-heat and post-heat functions
- Engine idle control for starting & stopping
- 3 configurable maintenance alarms
- Multiple display languages
- LCD alarm indication
- Data logging facility
- Protections disable feature
- Front panel configuration with PIN protection
- 3-phase generator sensing and protection
- Over current protection
- Breaker control via fascia buttons
- 8 configurable digital inputs (3 available for Customer use)
- 4 configurable analogue inputs (3 available for Customer Use)
- Real time clock
- Engine run-time scheduler
- Fuel usage monitor and low fuel level alarms

Optional Accessories / Modules

- Remote Annunciator *
- Remote Mounted E-Stop *

AIR INLET SYSTEM

Turbocharged, Aftercooler core, and Air cleaner; light duty with service indicator.

COOLING SYSTEM

Radiator with guard, Fan and belt guards with Coolant drain line, piped to edge of base.

Coolant level shutdown

Caterpillar Extended Life Coolant

ENCLOSURE

Sound Attenuated L2 Steel Enclosure (74 dBA at 23 feet) with internally mounted "Critical" grade exhaust silencer. 125A load center, Enclosure lights, and GFCI outlets. Color: White.

FUEL SYSTEM

Primary fuel filter w/integral water separator & secondary filter.

Fuel cooler, Fuel priming pump, Engine fuel transfer pump, and Flexible fuel lines.

~24-hour, 620-Gallon fuel tank base, UL142 Listed, double-wall, includes low level sensor, leak detection, required vents, overfill prevention valve, and fuel fill/spill box with overfill alarm panel.

GENERATORS AND GENERATOR ATTACHMENTS

Generator with Permanent Magnet excitation, Voltage Regulator (AVR).

1-600-Amp, Circuit Breaker, UL Listed, 3-pole, 100% rated, LSI trip unit, and shunt trip. RH mount.

LUBE SYSTEM

Oil cooler, Lubricating oil, Oil filter and dipstick.

Oil drain lines with valve; piped to edge of base.

Fumes disposal; piped to front of radiator.

STARTING/CHARGING SYSTEM

Jacket Water Heater with pump, 208/240VAC, 2.5kW

Battery charger, 10-amp, dual rate, 45-amp charging alternator, and a 24-volt starting motor.

Lead-Acid Batteries with factory rack & cables (dry); CCA 1000; 90 amp-hrs.

FACTORY TEST

Certified factory engine/generator test report at 0.8 power factor.

WARRANTY

Generator Set: Caterpillar Five-Year Extended Service Coverage (ESC).

START-UP & TESTING

Price includes startup and testing of the generator.

Reusing existing ATS that is in place.

MAINTENANCE

Purchased separately

INSTALLATION SERVICES

-install raceways for generator

-install line power from generator to existing ATS

-install block heater 220v power

-install battery charger power

-install and wire Remote Annunciator Panel

-install cement pad for generator

-demo existing generator feed

-unhook existing generator fuel lines

-unload and set generator on pad

-Electrical permit included

-new generator provided by Michigan CAT

-start up and testing by Michigan CAT

-old generator removal by owner. Disconnected, but to remain on pad at owners request

NOTE: * - Indicates items shipped loose. Installation by others.

Cat Generator	C9 GCABR
Generator List Price	\$ 100,357
SW Member Discount %	31%
SW Member Discount \$	\$ 31,111
Sub-Total	\$ 69,246
Net Priced items*	\$ 406
Sub-Total	\$ 69,652
Services / Source Goods	List Price
Demolition, Installation, rewiring, interconnections, permit	\$ 65,965
Sub Total	\$ 65,965
SW Member Discount	5%
SW Member Discount	\$ 3,298
Services Total	\$ 62,667

TOTAL QUOTE \$ 132,319, net

NOTATIONS:

1. Startup by MacAllister CAT Field Service Technician during normal MacAllister CAT business hours.
2. Unless otherwise noted, price includes the standard warranty as offered by Caterpillar Inc. or the component manufacturer. No other warranty is express or implied.
3. An electronic submittal will be provided for approval.
4. All fuel by others.
5. All material, labor, installation, etc., not specifically stated in the quote is the responsibility of others.
6. Generator is FOB factory, freight to jobsite is allowed. Offloading, rigging, and installation are by others.
7. Lead times are approximate and are from receipt of written notice to proceed.
8. Delays requested in delivery can result in storage but will be invoiced as "stored material". Storage fees may apply.
9. Site readiness and permitting will be the responsibility of the installing contractor with a pre startup check list to be provided to MacAllister CAT by the installing contractor prior to start up. If the site is not ready when start up is scheduled and an additional trip(s) are necessary, additional charges will apply.
10. Terms are net 30 days after invoice date. 30% will be invoiced upon approval of submittals, or release to manufacture equipment. 60% will be invoiced upon delivery of equipment. These payments (90%) must be made to MacAllister CAT prior to start-up. The final 10% is due 10 days after engine startup by MacAllister CAT service department but not to exceed 90 days from date of delivery.
11. By signing, I agree to purchase the above Caterpillar equipment per the terms and conditions attached to this Bill of Material.

Thank you for the opportunity to quote on this project. If you have any questions, please feel free to contact me.

Sincerely,

Edward D. Pellegrini
Michigan Cat Power Systems
Electric Power Generation
313.350.8911

ACCEPTED DATE:	_____
COMPANY:	_____
PRINTED NAME:	_____
TITLE	_____
SIGNATURE:	_____
P.O. NUMBER:	_____



THE OSCAR W. LARSON COMPANY

Corporate Office: 10100 Dixie Highway, Clarkston, MI 48348

Ph: (248) 620-0070 – (248) 549-3610 * Fx: (248) 620-0071 – (248) 620-0072

1946-2024

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Over

78

Years of
Excellence

To: Lapeer County Buildings & Grounds
255 Clay Street
Lapeer MI 48446

Date: May 13, 2024

Phone: (810) 245-4794

Mobile: (810) 656-0350

Attn: Mr. John Bustle

Email: jbustle@lapeercounty.org

Conditions: 1) This proposal is open for 30 days from the date stated above. However, prices of components, equipment and raw materials may increase before the date such items are ordered. If so, such increases will be added to the quoted cost. THE OSCAR W. LARSON COMPANY will itemize such costs upon receipt of a signed Proposal. If such cost increases are unacceptable to Customer, Customer may elect to cancel order under the terms of the Master Services Agreement.

2) This Proposal and the Master Services Agreement constitute the full and complete agreement of the parties, and any inconsistent terms stated in any acceptance, invoice, purchase order, or any other document whatsoever are ineffective. This provision conforms to the requirements of RC 1302.10 (B) (1).

3) Contract documents incorporated by reference as though fully stated herein:

1) The Master Services Agreement 2) This Proposal

Special Terms: 25% upon acceptance of proposal, 25% on commencement, balance prior to start-up (or) upon completion of proposal (based on approved credit). A surcharge of 3% of the invoice total will be added for payments made with a credit card.

RE: Tank Closure in Place

SCOPE OF WORK:

1. Vac out product lines, underground tank and 25-gallon day tank.
2. Cap/Plug off product lines inside building, to be removed by others.
3. Save any clean fuel, dumping fuel at County personnel discretion, properly dispose of any residual.
4. Perform electrical disconnect on underground tank, day tank and remove TLS box.
5. Excavate and expose top of tank.
6. Enter through existing manway on underground fuel tank and perform confined space entry.
7. Clean tank and place waste into 55-gallon drums.
8. Fill 2000 gallon tank and associated tank sump with slurry.
9. Secure necessary permits and inspections.

Total: \$15,074.00

Option:

- For environmental clean closure report add \$1,200.00

Notes:

- Price is based on LARA approval to close tank in place.
- Vac truck with operator \$145.00/hour straight time, \$217.50/hour overtime.
- Non-hazardous liquids disposed of at .50 cents per gallon.
- If Vac truck tank wash out if needed, add \$400.00.

ACCEPTANCE: This Proposal, when accepted by the purchaser, and approved by a Corporate Officer of the Oscar W. Larson Company, will constitute a contract between us, subject to all terms and conditions contained in the Master Services Agreement. It is expressly agreed that there are no promises, agreements, or understanding, oral or written, not specified in this proposal and the Master Services Agreement.

Company Name _____

By: _____

Its: _____

William C. Bogan

William C. Bogan, Excavation Manager 5/13/24

The Oscar W. Larson Company

By: _____

Its: Charles A. Burns, President

Date: _____



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EMERGENCY
SERVICE

1.800.485.8068
WOLVERINEPOWER.COM

QUOTE #: 24-0612 MKCB

6/21/2024

PROJECT NAME: Lapeer County Courthouse

Wolverine Power Systems is pleased to submit the following proposal for your consideration and approval.

BILL OF MATERIALS:

Option 1:

Quantity 2 - Generac Industrial Natural Gas 9.0L V-8 Engine-Driven Generator

- 150 kW Rating, wired for 277/480 VAC three phase, 60 Hz, Permanent Magnet Excitation
- 250 Amp, MLCB, 80% rated thermal-magnetic
- UL2200
- Level 2 Acoustic Enclosure, Steel, Industrial Grey Baked-On Powder Coat Finish
- Power Manager-SC NEMA 3R w/HTR
- 21-Light Remote Annunciator, Surface Mount/Flush Mount, Ships Loose
- Remote Emergency Stop Switch, break-glass, Ships Loose
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 120V GFCI and 240V Outlet
- 1500W Block Heater
- Flex Fuel Line
- 3 Owner's Manuals
- Standard 2-Year Limited Warranty
- MG0150KG269.OS18GPLYG

Option 2:

Quantity 1 - Generac Industrial Natural Gas Engine-Driven Generator, 6 cylinder 14.2L engine

- 300kW Rating, wired for 277/480 VAC three phase, 60 Hz, Permanent Magnet Excitation
- 500 Amp, Primary MLCB, 80% Rated Thermal-Magnetic
- UL2200
- Level 2 Acoustic Enclosure Enclosure, Steel, Industrial Grey Baked-On Powder Coat Finish
- Power Zone Digital Control Panel for Single or MPS Generators, Meets NFPA 99 and 110 requirements
- 21-Light Remote Annunciator, Surface Mount/Flush Mount, Ships Loose
- Remote Emergency Stop Switch, break-glass, Ships Loose
- 225 AH, 1155 CCA Group 8D Batteries, with rack, installed
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 120V GFCI and 240V Outlet
- 1875W Block Heater
- Flex Fuel Line
- Industrial Connectivity Gateway Device
- 3 Owner's Manuals
- Standard 2-Year Limited Warranty
- SG0300KG20142S18PPLYG

This quotation and supporting materials contain confidential and proprietary business information of Wolverine Power Systems and Generac Power Systems. These materials may be printed or photocopied for use in evaluating the proposed project but are not to be shared with other parties outside of your organization.

POWERING
MICHIGAN

SINCE 1997 | EMPOWERING & ENRICHING PEOPLE WITHIN OUR COMMUNITIES

MICHIGAN'S INDUSTRIAL
DISTRIBUTOR OF

GENERAC
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SERVICE

1.800.485.8068
WOLVERINEPOWER.COM

QUOTE #: 24-0612 MKCB

6/21/2024

NOTES:

- Sizing specified by others.
- Contact Wolverine Power Systems for current estimated lead times. Due to current world events, lead times are subject to change at any time, with or without notice, and cannot be guaranteed. As such, Wolverine Power Systems is not responsible for any costs that may be incurred due to a delivery delay (i.e., temporary mobile generator, cables, installation labor, etc.).
- Start-up paperwork will be supplied when units are delivered and must be completed and submitted when start-up is requested. We make every effort to accommodate requested start-up dates but please allow to 2-3 weeks when scheduling start-up service.
- Start-up and training by a Factory Trained & Certified Technician during normal business hours (M-F, 8:00AM – 4:30PM). After hours start-ups are available, but an additional charge may apply.
- Training session will be provided on day of start-up by a Wolverine Power Systems Technician. If training cannot be completed on the day of start-up, an additional charge may apply.
- A portable generator is not included if required for start-up. However, if one is needed, one can be provided for an additional charge.
- If end user/customer requires generator to connect to a BAS/BMS network, end user/customer to provide an IT representative at time of startup.
- NETA or other special testing (if required) is not included in this quote unless stated above.

VALIDITY:

- This quote is valid for twenty five (25) days from date of this quotation.
- Please consult us beyond this date.

NET PRICE FOB JOBSITE (TAXES NOT INCLUDED)

Option 1:

Base Bid \$ 111,020.00

Option 2:

Base Bid \$ 133,465.00

ACCEPTANCE:

Authorized Buyers Signature / Printed Name

Date of Signature

Requested Delivery Date

By signing, you agree to compliance with all aforementioned terms and conditions and that this document serves as your purchase order.

We hope that you find our offer acceptable, and we look forward to serving you.

Sincerely,

Mike Kalota

Mike Kalota | Industrial Sales
(616) 215-2251

Chad Bush
Industrial Sales Support

Wolverine Power Systems
46968 Liberty Drive
Wixom, Michigan 48393

This quotation and supporting materials contain confidential and proprietary business information of Wolverine Power Systems and Generac Power Systems. These materials may be printed or photocopied for use in evaluating the proposed project but are not to be shared with other parties outside of your organization.



GENERATORS & MOBILE POWER PRODUCTS
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24/7
EMERGENCY
SERVICE

1.800.485.8068
WOLVERINEPOWER.COM

QUOTE #: 24-0612 MKCB

6/21/2024

QUOTE IS BASED ON LIMITED INFORMATION PROVIDED BY THE CUSTOMER. WOLVERINE POWER SYSTEMS IS NOT RESPONSIBLE FOR ANY ITEMS NOT INCLUDED IN THE BILL OF MATERIALS THAT MAY BE REQUIRED BY THE ENGINEER OR ANY COSTS THAT MAY BE ASSOCIATED WITH CHANGING ANY ITEMS LISTED ON THIS QUOTE.

SCOPE OF WORK:

- Freight charges to the installation site are included. Offloading is not included.
- Start-up / testing of equipment and training by a Factory Trained & Certified Technician during normal business hours.

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