



Lapeer County Board of Commissioners

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Lapeer, Michigan 48446
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www.lapeercountymi.gov

COMMITTEE OF THE WHOLE AGENDA

SEPTEMBER 11, 2025

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 **AUGUST 14, 2025** 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 Regarding Current Agenda Items Only (*maximum of 3 minutes per person—please state which agenda item you will be addressing*)

NEW BUSINESS

- 1) **HEALTH DEPARTMENT** –
 - A. Request to Approve and Adopt the FY 2026 Fee Schedule
 - B. Request to Purchase the FetchEH Software for Environmental Health
- 2) **M.S.U. EXTENSION** – Request to Approve the FY 2026 MOA (Memorandum of Agreement) Renewal for Services
- 3) **ROAD COMMISSION/TREASURER** – Request to Approve Annual Bridge Fund Allocation.
- 4) **TREASURER** – Request to Approval the Renewal of the BS&A Assessing Tax System Service/Support for FY 2025/2026
- 5) **SHERIFF'S DEPARTMENT** – Request to Approve the Addendum to the current Inmate Telecommunications Agreement to move to single device system and an advanced chipper
- 6) **PROBATE COURT** – Request to Approve the Probate Juvenile Court Administrator to be issued a County Credit Card for the purpose of trainings or purchases as consistent with the County's Credit Card Policy.

7) ADMINISTRATION/FINANCE/BOC –

- A. Request to Authorize Payment to Shifman Fournier for Labor Counsel for the month of August, 2025
- B. Request to Authorize Payments to The Kelly Firm for corporation counsel services for the month of July, 2025
- C. Request to Authorize the Annual Payment of Services to Lapeer Development Corporation
- D. Request to Authorize the Administrator and/or Interim CFO Authority to Approve Budget Amendments and Transfers for FY 2025.

OLD BUSINESS

- 8) Recommended Insurance Broker Services – Accept Bid from Marsh & McLellan, LLC (*referred from the 8/28/2025 Regular Board Meeting with the Authority to Act in this matter*)
- 9) Adoption of the General Appropriation Act Resolution for the Biennial Budgets/FY 2026 and FY 2027 (*referred from the 8/28/2025 Regular Board Meeting with the Authority to Act in this matter*)

ADDITIONAL ITEMS (if needed)

10)

OTHER BUSINESS (if needed)

11)

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

ADJOURN -

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

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

Upcoming Meetings/Public Hearings/Events:

FULL BOARD MEETING--09/25/2025

NEXT C.O.W MEETING – 10/9/2025

FOLLOWING FULL BOARD: 10/23/2025

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

COMMITTEE OF THE WHOLE

August 14, 2025

9:00 a.m.

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

Present: Commissioners Greg Wise, Bryan Zender, Brad Haggadone, C. Ian Kempf, Scott McMahan, Gary Howell

Absent: Commissioner Kevin Knisely

Others: Moses Sanzo, County Controller/Administrator, Jacky Bennett, Interim Chief Financial Officer, Theresa M. Spencer, County Clerk, Andrea King, Deputy County Clerk

Motion by Kempf, supported by Haggadone, to approve the agenda with the removal of item B1 the addition of a discussion of Genesee-Lapeer-Shiawassee Region V Planning and Development Commission (GLS Region V) appointment needed, and the deletion of a closed session. Motion carried.

Motion by Haggadone, supported by Kempf, to approve the minutes from the July 10, 2025 Committee of the Whole Meeting, as presented. Motion carried.

Elected Official/Department Head Updates

Stephanie King, Animal Control Division Chief, gave an update regarding her department.

Theresa M. Spencer, County Clerk, gave an update regarding upcoming elections and the County Directory progress.

JT Anderson, Program and Operations Director, and Jillian Clark, Office Manager, gave an update regarding the parks.

Andy Wagner, Drain Commissioner, gave an update for his department.

Public Time—Three people spoke during public time.

Motion by Kempf, supported by Zender, to recommend to the Regular Board, to authorize the Friend of the Court to proceed with two (2) replacement copiers for Friend of the Court and to enter with Brady's Business Systems/Visual Edge IT for Kyocera copiers for a period of 60 months, to be paid within their budgeted line, and at no additional cost the County's General Fund, and to further authorize the Chairman/Vice-Chair to sign said agreement. Motion carried.

Motion by Kempf, supported by Haggadone, to recommend to the Regular Board, to authorize Community Mental Health to purchase two Windows Servers 2025 with two hard drives from PWF Technology Distribution at a cost of \$5,786.00, and Windows Server software (2 licenses) with 215 Client Access and Visitation Contract Licenses (CALs) from CDW-G at a cost of \$9,814.15, with a total combined cost of \$15,600.15 from both vendors, to be paid from Community Mental Health's budget, and at no cost to the County General Fund.

Motion by McMahan, supported by Kempf, to amend the previous motion that Community Mental Health is to obtain the bids from American made equipment and provide information at the next Regular Board Meeting. Motion carried.

Vote for motion as amended. Motion carried.

Motion by McMahan, supported by Kempf, to recommend to the Regular Board, to authorize the transfer of \$126,876.67 to Community Mental Health, which represents the third and final installment toward the annual allocation of \$380,630.00 to Community Mental Health from the County, to be transferred to the general ledger account number 222-649-695.299, as budgeted. Motion carried.

Motion by Kempf, supported by Zender, to recommend to the Regular Board, to approve the total authorize budget increase by \$52,297.00 for a new total authorized budget of \$387,297.00 for GRANT NO. CPS-2025-1-29 previously approved on 10/10/2024; and further, to authorize the Chair/Vice-Chair to sign Change Notice 1 Grant No. CPS-2025-1-29. Motion carried.

Motion by Zender, supported by Kempf, to recommend to the Regular Board, to approve and adopt the revised Lapeer County Animal Control Fee Schedule, as submitted, to reflect updated services, pricing, a two-year license option, as well as updated established revenue line items. Motion carried.

Motion by Haggadone, supported by Kempf, to recommend to the Regular Board, to authorize the County Treasurer to request the issuance of a credit card to Natasha Kugler, Human Resources Director, for use as described in the Lapeer County Standard Operating Policies and Procedures. Motion carried.

Motion by Haggadone, supported by Zender, to recommend to the Full Board, to authorize payment to Shifman Fournier, in the amount of \$693.00, for labor related legal services rendered through July 31, 2025, 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 The Kelly Firm, of invoice #5878 for the month of April, 2025 in the amount of \$4,105.30; and for invoice #6045 for the month of June, 2025 in the amount of \$2,590.00, for corporation counsel legal services, to be paid from line item 101-239-801.020. Motion carried.

Motion by Haggadone, supported by Kempf, to recommend to the Regular Board, to authorize payment of the annual dues to the Michigan Association of Counties (MAC), in the amount of \$14,982.02 for the period of July 1, 2025 through June 30, 2026, to be paid from line 101-241-957.102. Motion carried.

Chairman Howell discussed upcoming appointments for the GLS Region V Planning and Development Commission, which will be on the Agenda for the next Lapeer County Board of Commissioners Meeting on August 28, 2025. The representatives on this Commission, representing Lapeer County are important. Current applicants for the positions include Rick Van Haaften, a longtime member of the Commission, and is a regular attendee at the meetings and Doug Macha who introduced himself during public time today, sharing his background and interest to serve on this Commission.

Public Time – Five people spoke during public time.

County Controller/Administrator and/or Chief Financial Officer updates

No update given.

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.

Motion by Zender, supported by Wise, to adjourn the meeting. 10:03 a.m.

Gary Howell, Chairman
Committee of the Whole

REQUEST FOR ACTION

1A

DATE: 04 September 2025

X REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: BOC

FROM: Jim Henry and Nathan Denney

SUMMARY OF REQUEST / INFORMATION: Request approval of the FY26 (October 1, 2025 – September 30, 2026) Fee Schedule

ADDITIONAL INFORMATION: Updated Fees Include:

- Food safety certification course (ServSafe) and fee
- Campground and swimming pool re-inspection fee
- Commercial construction evaluation fee
- Cost of living increase fee
- Soil Erosion and Sedimentation Control (SESC) fee

CONTACT PERSON(S): Jim Henry

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Draft FY26 Fee Schedule

DRAFT MOTION: Motion by _____, supported by _____ to approve and adopt the Health Department's FY 2026 (October 1, 2025 – September 30, 2026) Fee Schedule, as attached.

ATTACHMENTS YES X NO

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	Environmental Health	10/01/24 - 09/30/25	
282-482.03	Septic Systems**		
	-Site Evaluation - residential/commercial 2997	300	315
	-Site Re-evaluation (After 1 year) 2998	150	165
	-Sewage Permit - New construction 2999	350	365
	-Sewage Permit - Existing system repair/replace 3001	300.00	315
	-Sewage Permit - Re-issue 3002	125	130
	-Sewage Permit - Relocation 3003	175.00	180
	-Sewage Permit - Major Revision 3035	125	130
	-Plan Review - Residential Engineered Plans 3038	250	260
	-Sewage Permit - Septic Tank Only - Residential or 1 tank Commercial 3034	150	155
	-Sewage Permit - New Commercial 3036	500.00	520
	-Sewage Permit - Existing Commercial 3037	400	420
	-Plan Review - Commercial Engineered Plans 3017	350	365
	-Sewage Permit - Septic Tank Only - Commercial - Multiple Tanks 3034	250.00	260
	-Site Consultation - Miscellaneous visits (all programs)	100	105
	**Applications for sewage disposal permits expire 1 year from date of application		
282-453.010	Septic System Installers		
	-Sewage Contractor License - New	200	225
	-Sewage Contractor License - Renewal	150	150
	-Late Fee (>30 days past due)	75	75
	Appeals and Variances		
	-Administrative Variance Reviews 3202	430.00	
	-Board of Health Appeals 3201	600.00	
205-692.01	EH Miscellaneous		
	-As-built septic plan and well record copies (each)	1.00	
	-Additional file pages copied (each)	0.35	
205-482.080	-Septic/well records file search - due at time of request.	6.00	
	Mortgage Evaluations		
282.482.01	-Water supply and on-site sewage disposal	225.00	225 Plus lab fees
009-228.051	-Water sample fees - State Laboratory	Set by State	
	-Re-sample fee - State Laboratory	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	190
287-637.000			
287-482.01	-Sewage Evaluation Only	175.00	200
	Construction Evaluations		
282.482.09	-Evaluation before Construction - Field 3019	200	215
	-Evaluation before Construction - Office 3020	100	
	-Evaluation before Construction-Commercial		300

205-633.01	Subdivision/Site Condo/Plat	10/01/24 - 09/30/25	change for 25- 26
	-Tentative evaluation to 50 acres	1500	
	-Tentative evaluation over 50 acres	2000	
	-Preliminary site inspection 1 to 20 lots	1500.00	2000
	-Preliminary site inspection each additional lot	100	
	-Preliminary Plan Review Site Condos/Subs	1000	
	-Preliminary Review Ground Water for Wells in Site Condo/Subdivisions	1000	
	Water Supply**		
286.482.11	Private Water Supplies		
	-Private New and Replacement Well Permit 3052	250	285 Includes 1 bacteria sample
	-Well Enforcement/Fee for 3 rd Inspection	100	105
	-Private Well Penalty Fee	250	
	-Transfer Fee (name change) only upon owner's request	50	
	-Renewal-Expired Well Permit/Application 3060	100	
	-Request for Permit Deviation	100	
287.637.000	Public Water Supplies (Type II and III)		
	-Type II Transient Non-Community Well Permit	550.00	
	-Type II Non-Transient Non-Community Well Permit	675.00	
	-Type II Request for Deviation from Regulations	150.00	
	-Request to Alter Public Water/Act 399	210.00	
	-Type III New and Replacement Well Permit	325.00	
	-Reclassification of Existing Well	260.00	
	-Noncompliance-Water sample collection by county personnel (Does not include Lab Fees)	150	165
	-Non-Community Water Supply - Water Sample Collection by County Personnel (Does not include lab fees)	100.00	115
	**Applications for well permits expire one year from date of application		
205-482.06	Department of Human Services		
	-DHS Partial Inspection - water supply & sewage disposal	225.00	225 Plus lab fees
	-DHS Re-Inspection for Noncompliance within 1 year of original	80.00	90
	-DHS Full Inspection	350	350 Plus lab fees
	-DHS Plan Review Fee	200	250
	-Children's Camps	325.00	325 Plus lab fees
205-482.07	Body Art Establishments		
	-Plan Review Fee (New or Major Alteration)	300	325
	-Annual State License Fee	Set by State	
	-Re-inspection fee after 1 st follow-up	75	90
205-554.000	Campground Inspection Fees		
	-Regular Campground up to 100 Sites	250	260
	-Regular Campground over 100 Sites	300	315
	-Temporary Campground Inspection	175	180
	-Late Fee Per Month on Inspection Invoice	100	
	-State License Fees	Set by State	
	-Re-Inspection		75

		10/01/24 - 09/30/25	
205.482.02	Swimming Pool Inspection Fees		
	-Request for Public Swimming Pool/Spa Inspection	200	210
	-Additional Pool/Spa per site	100	105
	-Late Fee per Month on Inspection Invoice	100	105
	-Reinspection		75
205.482.00	Radon*		
	-Radon Charcoal Detection Kit	10.00	
	-Radon Alpha Track Kit	20.00	
	Refunds		
	-Administration Fee (Applies to Refunds for All Programs)	25.00	
276-454.00	Food Service Fixed Establishments		
	-Food Service License Fee 3,000 square feet or less	600	625
	-Food Service License each additional 1,000 sq. ft. (except schools)	100	105
	- 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	
	- Seasonal Establishments that operate for 9 months or less each year shall pay 65% of a full year license fee.	65% of County Fee	
	- New Owner license fee after November 1 st	50% of County Fee	
	Food Service - Mobile Establishments		
276-454.01	-Food Service License Each Catering Vehicle/Mobile Unit	200	225
	-Commissary License (for a facility not holding an MDA license)	200	225
	-Special Transitory Food Unit (inspection & license fees)	Set by State	
	-The State-wide inspection fee is \$90 each		
	-State-wide license fee for-profit STFU \$140. Non-profit \$109. (updated w/Detroit Consumer Index changes)		
276-454.02	Food Service - Temporary (per license)		
	-Food Service Temporary License	150	160
	-Additional Temporary License Fee If Applied for less than 3 days before Event	50	
276-453.04	Food Plan Review**		
	-Food Service Plan Review first 3,000 square feet	600	625
	-Food Service Plan Review Each Additional 1,000 square feet	100	105
	-Plan review for STFU or renovation/remodel of a currently licensed food service facility	300	325
	-Change of Ownership Fee	200	
	**Plan Review Applications expire 1 year after date of submission		

		10/01/24 - 09/30/25	
	Miscellaneous Food Fees		
	-Late Fee - Fixed establishment (per month)	\$ 100.00	
	-Late Fee - Mobile, STFU	\$ 50.00	
	- ServeSafe Classes (per person)	\$ -	200
	-Follow-up inspection of critical items after the first follow-up	\$ 75.00	
	-Unpaid fines will be assessed in next licensing renewal		
	-Office Conference related to non-compliance issues	\$ 290.00	
	-Informal Hearing Fee	\$ 430.00	
	-Formal Hearing Fee	\$ 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
Waiver	No fee
Class 1	\$100.00
Class 2	\$150.00
Class 3	\$200.00
Class 4	\$250.00

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

150 former class 2
 250 former class 3
 325 former class 4
 0 Site development

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

150 former class 2
 225 former class 3
 680 former class 4
 825 former class 5
 1250 former class 6
 0 Class 1 eliminated
 250

	Public Health Nursing	10/01/23 - 09/30/24
334.637.01	Tuberculosis	
	-TB Skin Test (18 and over)	25.00
	-TB Skin Test (under 18)	25.00
	-Purified Protein Derivative for TB (PPD) dose vials	Market Price
316.637.01	Vaccines	
	-VFC & AVP Vaccines for those eligible through Vaccines for Children Program & Adult Vaccine Program (Administration Fee)	22.00
*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%*
	*Note: 15% is ordering/inventory/billing costs fee	
	-International Travel Educational Session (18+ years)	60.00
	-International Travel Educational Session (Family)	90.00
	Lab Testing (Communicable Disease)	
334.637.01	-Hepatitis B Titer Blood Draw (HbsAB) MDHHS Tested	15.00
321.637.01	-Syphilis Testing MDHHS Tested	15.00
321.637.01	-Hepatitis C Testing (anti-HCV) MDHHS Tested	45.00
321.637.01	-Gonorrhea (non-culture)	45.00
321.637.01	-Chlamydia Testing	45.00
334.637.01	-Rabies Titer Blood Draw MDHHS Tested	15.00
321.637.01	-Court Ordered STD Testing Panel	150.00
	Well Child Clinic Fee	
476.637.01	-Physical Exam, Hgb, Growth & Development (age ≤ 4 years)	80.00
	-Physical Exam, Hgb, Growth & Development (age 5+ years)	80.00
	-Vision Screening	12.00
	-Hearing Screening	12.00
	-Hemoglobin	6.00
	-Lead Screening	25.00
	Health Education	
	-School Programs (Family Life Education, Maturation, etc.) - per hour	45.00
	-Community Bloodborne Pathogens Program - per hour	45.00

175

55

55

	Medicaid Screening	10/01/23 - 09/30/24
476.638.02	-New Clients	80.00
	-Children under 1	80.00
	-Children ages 1-4	80.00
	-Children ages 5-11	80.00
	-Children ages 12-17	80.00
	-Children ages 18-21	80.00
	-Vision screening	12.00
	-Hearing Screening	12.00
	-Hemoglobin Testing (Hgb)	6.00
423.428.02	Maternal Infant Health Program (MSS)	
	-Assessment in Office	90.00
	-Professional Visit in Office	75.00
	-Assessment in Home	115.00
	-Professional Visit in Home	100.00
	-Childbirth Education	40.00
433.638.02	Maternal Infant Health Program (ISS)	
	-Professional Visit in Home	115.00
	-Professional Visit in Office	75.00
	-Professional Visit for Drug Exposed Infant	100.00
	-Parenting Education	50.00

Medical Examiner		01/01/24 - 12/31/24
951.617.00	-Autopsy Record Copying Fee -\$20.00 per request for a copy of the record AND 1) \$1.00 per page for the first 20 pages 2) \$0.50 per page for pages 21-50 3) \$0.20 per page for pages 51 and over	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

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

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, minimal 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.
Residential Waiver	Residential - minor changes less than 225 sq. ft. of disturbance: additions, decks,
Class 1	Earth disturbance is less than 5 acres AND on property with no highly erodible soils, slopes less than 2%, no direct connection to adjacent property or surface water. Has a minimum of 100 feet of dense vegetation between earth disturbance and property boundary and/or surface water. May have less than 100 feet of dense vegetation if property slopes UP to or has berms on banks of surface water.
Class 2	Earth disturbance is less than 5 acres AND is only a portion of the parcel size, with no direct connection to adjacent property, has no steep slopes, no highly erodible soils, and is not within 250 feet of surface water. [for instance, a 4 acre parcel of land having a 1.5 acre disturbance well away from property boundaries and at least 250 ft from surface water or storm drains leading to surface water.]
Class 3	Earth disturbance is over 5 acres but HAS NO direct connection to adjacent property or surface water; Earth disturbance is under 5 acres WITH a direct connection to adjacent property or surface water – majority of the parcel has earth disturbance.
Class 4	Earth disturbance is over 5 acres AND has a direct connection to adjacent property or surface water [immediately adjacent to or a point source discharge to surface water].
Class 5	Property is over 10 acres.

*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.

**LAPEER COUNTY
HEALTH DEPARTMENT
SCHEDULE OF FEES
FOR SERVICES**

10/01/25 - 09/30/26*

***The following are on a Calendar Year (2024):
→Soil Erosion and Sedimentation Control**

Lapeer County Board of Commissioners

Date:

Motion:

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	Environmental Health	10/01/25 - 09/30/26
282-482.03	Septic Systems**	
	-Site Evaluation - residential/commercial 2997	\$ 315.00
	-Site Re-evaluation (After 1 year) 2998	\$ 165.00
	-Sewage Permit - New construction 2999	\$ 365.00
	-Sewage Permit - Existing system repair/replace 3001	\$ 315.00
	-Sewage Permit - Re-issue 3002	\$ 130.00
	-Sewage Permit - Relocation 3003	\$ 180.00
	-Sewage Permit - Major Revision 3035	\$ 130.00
	-Plan Review - Residential Engineered Plans 3038	\$ 260.00
	-Sewage Permit - Septic Tank Only - Residential or 1 tank Commercial 3034	\$ 155.00
	-Sewage Permit - New Commercial 3036	\$ 520.00
	-Sewage Permit - Existing Commercial 3037	\$ 420.00
	-Plan Review - Commercial Engineered Plans 3017	\$ 365.00
	-Sewage Permit - Septic Tank Only - Commercial - Multiple Tanks 3034	\$ 260.00
	-Site Consultation - Miscellaneous visits (all programs)	\$ 105.00
	**Applications for sewage disposal permits expire 1 year from date of application	

282-453.010	Septic System Installers	
	-Sewage Contractor License - New	\$ 225.00
	-Sewage Contractor License - Renewal	\$ 150.00
	-Late Fee (>30 days past due)	\$ 75.00
	Appeals and Variances	
	-Administrative Variance Reviews 3202	\$ 430.00
	-Board of Health Appeals 3201	\$ 600.00
205-692.01	EH Miscellaneous	
	-As-built septic plan and well record copies (each)	\$ 1.00
	-Additional file pages copied (each)	\$ 0.35
205-482.080	-Septic/well records file search - due at time of request.	\$ 6.00
	Mortgage Evaluations	
282.482.01	-Water supply and on-site sewage disposal (Not including lab fees)	\$ 225.00
009-228.051	-Water sample fees - State Laboratory	Set by State
	-Re-sample fee - State Laboratory	Set by State
287-637.000	-Water evaluation only (not including lab fees)	\$ 190.00
287-482.01	-Sewage Evaluation Only	\$ 200.00
	Construction Evaluations	
282.482.09	-Evaluation before Construction - Field - Residential 3019	\$ 215.00
	-Evaluation before Construction - Office 3020	\$ 100.00
	- Evaluation before Construction-Commercial	\$ 300.00

205-633.01	Subdivision/Site Condo/Plat	10/01/25 - 09/30/26
	-Tentative evaluation to 50 acres	\$ 1,500.00
	-Tentative evaluation over 50 acres	\$ 2,000.00
	-Preliminary site inspection 1 to 20 lots	\$ 2,000.00
	-Preliminary site inspection each additional lot	\$ 100.00
	-Preliminary Plan Review Site Condos/Subs	\$ 1,000.00
	-Preliminary Review Ground Water for Wells in Site Condo/Subdivisions	\$ 1,000.00
	Water Supply**	
286.482.11	Private Water Supplies	
	-Private New and Replacement Well Permit 3052 (includes one bacteria Sample)	\$ 285.00
	-Well Enforcement/Fee for 3 rd Inspection	\$ 105.00
	-Private Well Penalty Fee	\$ 250.00
	-Transfer Fee (name change) only upon owner's request	\$ 50.00
	-Renewal-Expired Well Permit/Application 3060	\$ 100.00
	-Request for Permit Deviation	\$ 100.00
287.637.000	Public Water Supplies (Type II and III)	
	-Type II Transient Non-Community Well Permit	\$ 550.00
	-Type II Non-Transient Non-Community Well Permit	\$ 675.00
	-Type II Request for Deviation from Regulations	\$ 150.00
	-Request to Alter Public Water/Act 399	\$ 210.00
	-Type III New and Replacement Well Permit	\$ 325.00
	-Reclassification of Existing Well	\$ 260.00
	-Noncompliance-Water sample collection by county personnel (Does not include Lab Fees)	\$ 165.00
	-Non-Community Water Supply - Water Sample Collection by County Personnel (Does not include lab fees)	\$ 115.00
	**Applications for well permits expire one year from date of application	
205-482.06	Department of Human Services	
	-DHS Partial Inspection - water supply & sewage disposal (Plus lab fees)	\$ 225.00
	-DHS Re-Inspection for Noncompliance within 1 year of original	\$ 90.00
	-DHS Full Inspection (Plus lab fees)	\$ 350.00
	-DHS Plan Review Fee	\$ 250.00
	-Children's Camps	\$ 350.00
205-482.07	Body Art Establishments	
	-Plan Review Fee (New or Major Alteration)	\$ 325.00
	-Annual State License Fee	Set by State
	-Re-inspection fee after 1 st follow-up	\$ 90.00
205-554.000	Campground Inspection Fees	
	-Regular Campground up to 100 Sites	\$ 260.00
	-Regular Campground over 100 Sites	\$ 315.00

	-Temporary Campground Inspection	\$ 180.00
	-Late Fee Per Month on Inspection Invoice	\$ 100.00
	-State License Fees	Set by State
	-Re-inspection	75

		10/01/25 - 09/30/26
205.482.02	Swimming Pool Inspection Fees	
	-Request for Public Swimming Pool/Spa Inspection	210
	-Additional Pool/Spa per site	105
	-Late Fee per Month on Inspection Invoice	105
	-Reinspection	75
205.482.00	Radon*	
	-Radon Charcoal Detection Kit	10.00
	-Radon Alpha Track Kit	20.00
	Refunds	
	-Administration Fee (Applies to Refunds for All Programs)	25.00
276-454.00	Food Service Fixed Establishments	
	-Food Service License Fee 3,000 square feet or less	625
	-Food Service License each additional 1,000 sq. ft. (except schools)	105
	- 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
	- Seasonal Establishments that operate for 9 months or less each year shall pay 65% of a full year license fee.	65% of County Fee
	- New Owner license fee after November 1 st	50% of County Fee
	Food Service - Mobile Establishments	
276-454.01	-Food Service License Each Catering Vehicle/Mobile Unit	225
	-Commissary License (for a facility not holding an MDA license)	225
	-Special Transitory Food Unit (inspection & license fees)	Set by State
	-The State-wide inspection fee is \$90 each	
	-State-wide license fee for-profit STFU \$140. Non-profit \$109. (updated w/Detroit Consumer Index changes)	
276-454.02	Food Service - Temporary (per license)	
	-Food Service Temporary License	160
	-Additional Temporary License Fee if Applied for less than 3 days before Event	50
276-453.04	Food Plan Review**	
	-Food Service Plan Review first 3,000 square feet	625
	-Food Service Plan Review Each Additional 1,000 square feet	105
	-Plan review for STFU or renovation/remodel of a currently licensed food service facility	325
	-Change of Ownership Fee	200
	**Plan Review Applications expire 1 year after date of submission	

		10/01/25 - 09/30/26
	Miscellaneous Food Fees	
	-Late Fee - Fixed establishment (per month)	100.00
	-Late Fee - Mobile, STFU	50.00
	-Follow-up inspection of critical items after the first follow-up	75.00
	-Unpaid fines will be assessed in next licensing renewal	
	-ServSafe Classes (per person)	200
	-Office Conference related to non-compliance issues	290.00
	-Informal Hearing Fee	430.00
	-Formal Hearing Fee	600.00
009.228.050	-All State Surcharge and Education Fees Set by State	

Residential Project & Agricultural Fees:

Class	Annual Fee**
Exemption	No fee
Class 1 - Waiver	No fee
Class 1	\$ 150.00
Class 2	\$ 250.00
Class 3	\$ 325.00

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

Site Development & Commercial Project Fees:

Class	Annual Fee**
Class 1	\$ 150.00
Class 2	\$ 225.00
Class 3	\$ 680.00
Class 4	\$ 825.00
Class 5	\$ 1,250.00
Per 10 acres over 10 acres	\$ 100.00
Sand and gravel pit yearly renewal fee	\$ 250.00

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

	Public Health Nursing	10/01/25 - 09/30/26
334.637.01	Tuberculosis	
	-TB Skin Test (18 and over)	25.00
	-TB Skin Test (under 18)	25.00
	-Purified Protein Derivative for TB (PPD) dose vials	Market Price
316.637.01	Vaccines	
	-VFC & AVP Vaccines for those eligible through Vaccines for Children Program & Adult Vaccine Program (Administration Fee)	22.00
*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%*
	*Note: 15% is ordering/inventory/billing costs fee	
	-International Travel Educational Session (18+ years)	60.00
	-International Travel Educational Session (Family)	90.00
	Lab Testing (Communicable Disease)	
334.637.01	-Hepatitis B Titer Blood Draw (HbsAB) MDHHS Tested	15.00
321.637.01	-Syphilis Testing MDHHS Tested	15.00
321.637.01	-Hepatitis C Testing (anti-HCV) MDHHS Tested	45.00
321.637.01	-Gonorrhea (non-culture)	45.00
321.637.01	-Chlamydia Testing	45.00
334.637.01	-Rabies Titer Blood Draw MDHHS Tested	15.00
321.637.01	-Court Ordered STD Testing Panel	175.00
	Well Child Clinic Fee	
476.637.01	-Physical Exam, Hgb, Growth & Development (age ≤ 4 years)	80.00
	-Physical Exam, Hgb, Growth & Development (age 5+ years)	80.00
	-Vision Screening	12.00
	-Hearing Screening	12.00
	-Hemoglobin	6.00
	-Lead Screening	25.00
	Health Education	
	-School Programs (Family Life Education, Maturation, etc.) - per hour	55.00
	-Community Bloodborne Pathogens Program - per hour	55.00

	Medicaid Screening	10/01/25 - 09/30/26
476.638.02	-New Clients	80.00
	-Children under 1	80.00
	-Children ages 1-4	80.00
	-Children ages 5-11	80.00
	-Children ages 12-17	80.00
	-Children ages 18-21	80.00
	-Vision screening	12.00
	-Hearing Screening	12.00
	-Hemoglobin Testing (Hgb)	6.00
423.428.02	Maternal Infant Health Program (MSS)	
	-Assessment in Office	90.00
	-Professional Visit in Office	75.00
	-Assessment in Home	115.00
	-Professional Visit in Home	100.00
	-Childbirth Education	40.00
433.638.02	Maternal Infant Health Program (ISS)	
	-Professional Visit in Home	115.00
	-Professional Visit in Office	75.00
	-Professional Visit for Drug Exposed Infant	100.00
	-Parenting Education	50.00

Medical Examiner		01/01/25 - 12/31/26
951.617.00	-Autopsy Record Copying Fee -\$20.00 per request for a copy of the record AND 1) \$1.00 per page for the first 20 pages 2) \$0.50 per page for pages 21-50 3) \$0.20 per page for pages 51 and over	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

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



Cost Proposal for
Lapeer County Health Department

Submitted by:



July 14, 2025

Overview

Amalgam welcomes the opportunity to submit a cost proposal to the Lapeer County Health Department for FetchEH Software and data migration services.

FetchEH provides a location-based, data driven approach to managing environmental health information and workflows. This innovative approach helps Environmental Health departments introduce new workflow efficiencies, improve data quality, enhance access to environmental health information, and create opportunities to gain useful insights about Environmental Health programs and their impact to the community.

This cost proposal includes pricing for the FetchEH Software license and Data Migration services. FetchEH software includes the Onsite Wastewater System/Well Water Permitting module and the Food module. The modules support the following program areas:

- Onsite Wastewater, Well Water, Soil Erosion Permitting Module
 - Applications
 - Vacant Land/Site Evaluations
 - Permits
 - Construction Inspections
 - Operations and Maintenance (Point of Sale, Existing Evaluations, Pumping Records, etc.)
 - Well Water Testing
 - Contractors
 - Complaints
 - Fees Schedule/Fee Tracking
- Food Module (Food, Body Art, Pools, and Campgrounds)
 - Applications
 - Plan Review
 - Food Inspections
 - Body Art Inspections
 - Pool Inspections
 - Complaints
 - Fees Schedule/Fee Tracking

Per discussions with Lapeer County Health Department, Amalgam is submitting a cost estimate to migrate existing Environmental Health data into FetchEH. Pricing for FetchEH Licensing and Data Migration is in the following section.

2.0 FetchEH Licensing

FetchEH is provided as Software as a Service (SaaS) using an annual license. The license includes the use of FetchEH software by unlimited users, ongoing technical support, and routine updates to software.

Setup services include configuration of FetchEH Software, integrating local map (GIS) layers, Form and workflow review/setup, and training for Food and Onsite Wastewater, Well and Soil Erosion modules. Setup services are a one-time cost.

FetchEH Annual Licensing:

Setup/Configuration: \$7,000

One Year License: \$8,200 Annually

Two Year License: \$8,000 Annually

Two Year License is payable in two annual payments over license term.

2.1 Data Migration Services

Amalgam will perform data migration tasks for existing Environmental Health data managed in Health Space software. Data to be migrated shall include the following if available and in a format that can be integrated into FetchEH:

- Food
 - Geocode location per Health Space record and import corresponding food data.
 - Establishment Information
 - Inspections
 - Violations
 - Contacts
- Body Art, Pools, and Campgrounds
 - Geocode location per Health Space record and import corresponding data.
 - Establishment Information
 - Inspections
 - Contacts
- Onsite Wastewater, Well and Soil Erosion
 - Geocode location per Health Space record and import corresponding data.
 - Geocode process will focus on last three years of Septic/Well data and active Soil Erosion data (approximately 170 sites)

Amalgam attempts to migrate all data using modern data migration/database software. The data migration process is comprehensive, but there may be data that is not imported into FetchEH for two primary reasons.

Data may not be imported because it can't be successfully geocoded to an address and/or parcel number or other location source in FetchEH. When data can't be successfully geocoded, it will not be represented in FetchEH and will require manual addition via mapping by the client. Amalgam will provide fallout reports to assist in manually entering data into FetchEH.

Data migration may also result in fallout in the form of schema differences. For example, data that is managed in existing Health Space software may not be imported due to database schema differences between Health Space and FetchEH. In these examples, Amalgam will perform data manipulation processes that seek to improve the likelihood of data migration. In some instances, data manipulation is not successful, which may result in data not being migrated into FetchEH. Amalgam will provide correspondence regarding what data was not migrated due to schema related differences.

Amalgam does not import the Fee history due to significant schema differences. Amalgam will import the existing Fee Schedule.

Data Migration:

- Food Data Migration: \$6,000
- Septic, Well and Soil Erosion Data Migration: \$7,000

Pricing presented in this proposal is good through December 31, 2025

3.0 Company

Founded in 2005 and located in Mount Pleasant, Michigan, Amalgam provides geospatial services to clients with a focus on developing workflow specific software on the FetchGIS Platform. Amalgam currently supports more than 60 FetchGIS services, including 28 FetchEH services across Michigan, Ohio, Indiana and Washington.

Amalgam works with a diverse client base that includes local governments, health departments, regional businesses, and large corporations like Dow Chemical. This range of clients provides Amalgam with a unique perspective on developing solutions and software designed to meet a broad range of use cases and expertise levels.

Amalgam's core philosophy is to work with clients to foster a collaborative environment. We believe that this philosophy creates more opportunities to truly create innovative solutions and services that benefit our clients and our business.

3.1 Primary Contacts

David Nichol
Co-founder, Director of Operations
Amalgam LLC

E: david@amalgamonline.com
T: 989.944.5188

Company Address

Amalgam LLC
809 E. Bennett Street
Mt. Pleasant Michigan, 48858

Ken Curry
Co-founder, Director of Business Development
Amalgam LLC

E: ken.curry@amalgamonline.com
T: 989.400.8702

Websites:

Amalgam LLC: <http://amalgamonline.com/>
FetchEH: <http://eh.fetchgis.com/>



7/14/2025 REV

REQUEST FOR ACTION

1B

DATE: 04 September 2025

X REQUEST FOR ACTION

FOR YOUR INFORMATION

REQUEST FOR INFORMATION

TO: BOC

FROM: Jim Henry and Nathan Denney

SUMMARY OF REQUEST / INFORMATION: Request authorization for the Health Department to switch Environmental Health (EH) inspection and permitting software from HSCloud Suite ("Health Space") to FetchEH through Amalgam LLC. The set-up configuration, and data migration one-time fee is \$20,000, and the annual fee is \$8000.

ADDITIONAL INFORMATION: FetchEH annual will be less than the current software provider HSCloud Suite ("Health Space") and is supplementary to the County's recent purchase of FetchGIS Parcel Mapper. FetchEH provides a location-based, data driven approach to managing environmental health information and workflows. This innovative approach will support the Health Department to introduce new workflow efficiencies, improve data quality, enhance access to environmental health information, and create opportunities to gain useful insights for our community.

CONTACT PERSON(S): Jim Henry and Nathan Denney

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Copy of the proposal and invoice

DRAFT MOTION: Motion by _____, supported by _____ to authorize the Health Department's Environmental Health Division to switch inspection and permitting software from HSCloud Suite ("Health Space") to FetchEH by Amalgam, LLC, with the set-up configuration and data migration one-time fee of \$20,000, and the annual fee of \$8,000, to be paid from line item# 221-101-801.030 and 221-351-813.000, at no additional cost to the County's General Fund; and further, to authorize the Chairman to sign the License Agreement, as attached.

ATTACHMENTS YES X NO

LAPEER COUNTY HEALTH DEPARTMENT FetchEH License Agreement

This Fetch Environmental Health (FetchEH) License Agreement is entered into on the date of signature by the Lapeer County Health Department ("the Health Department") located at 1800 Imlay City Rd. Lapeer, MI 48446, and Amalgam LLC, located at 809 E. Bennett Street in Mount Pleasant, MI 48858, and (collectively referred to as the "Parties").

The purpose of this License Agreement is to specify the responsibilities of the parties related to FetchEH software. Amalgam LLC will provide FetchEH software to the Health Department. The FetchEH software will support workflows for Onsite Wastewater System, Well and Soil Erosion Permitting, Food Safety, Body Art, Pools, Campgrounds, Fees, and Complaints. Amalgam will provide support for software setup and configuration, modifying forms and training. Ongoing technical support and software updates are included in this License Agreement.

The FetchEH Software will be hosted by Amalgam and be provided as a Software as a Service (SaaS). In consideration of the mutual promises herein and benefits received, it is hereby agreed by Amalgam LLC and the Health Department:

1. Agreement Terms

Amalgam LLC grants the Health Department an annual, non-exclusive, non-transferable, and non-sub licensable license to FetchEH according to the terms and conditions set out herein. The initial Term of the license agreement is two (2) years starting from the Deployment Date. The license agreement shall automatically be renewed for additional Term of one (1) year after the initial two (2) year Term concludes unless either party gives notice of termination at least 30 days prior to the expiration of the Term or any renewal thereof. Renewal Terms may be extended beyond one year upon agreement by both parties.

2. Payment and Payment Conditions

- Amalgam LLC shall invoice the Health Department \$8,000 on the Deployment Date of the FetchEH Software. Two additional invoices of \$8,000 each shall be sent annually on the anniversary of the Deployment Date for a total of \$16,000 over two (2) years.
- Amalgam LLC shall invoice the Health Department \$7,000 for Setup/Configuration tasks on the Deployment Date.
- Amalgam LLC shall invoice the Health Department \$6,000 for Food Data Migration tasks and \$7,000 for Septic, Well, and Soil Erosion Data Migration Tasks (see Attachment A).
- The Health Department agrees to pay Amalgam LLC \$16,000 for a two (2) year license of FetchEH Software, payable in two (2) \$8,000 annual payments.

- The Health Department agrees to pay Amalgam LLC \$7,000 for one-time Setup/Configuration tasks.
- The Health Department agrees to pay Amalgam LLC \$6,000 for Food Data Migration tasks and \$7,000 for Septic, Well, and Soil Erosion Data Migration Tasks.
- The Health Department will issue payment based on the invoices. Checks will be issued within thirty days (30) days of receipt of invoice. Checks will be made payable to Amalgam LLC and will be mailed to Amalgam LLC, 809 E. Bennett St., Mt. Pleasant, Michigan 48858.
- The Health Department FetchEH Software shall be terminated if payments are not received within the terms, after providing a ten (10) day notice via email to the Health Department.
- The FetchEH License fee and any other fees are up-front non-refundable fees.

3. Amalgam Services

Amalgam LLC shall provide the Health Department with the services, products and supplies as included herein and warrants to the Health Department that the services and products provided under this Agreement shall be of the kind and quality that meet generally accepted standards.

These services shall include those described in the following attachments which are hereby incorporated into this Agreement:

Attachment A – Lapeer County Health Department FetchEH Data Migration.

4. Schedule

The FetchEH software **Deployment Date** occurs when the software is configured and made available via a unique website URL. Configuration of FetchEH software shall be completed within six (6) weeks of the execution of this Agreement. Note that delays in sourcing local GIS data will extend the **Deployment Date**.

Tasks occurring after the **Deployment Date** include Data Migration, Form and Workflow revisions, Training, and continued support services. Completion of these tasks is highly dependent on the availability of the Health Department.

5. Delivery

Amalgam LLC shall provide access to the FetchEH Software through a unique website URL (link) in an email or other correspondence.

6. Change of Service Fee Due to Revisions

Any revisions to the Agreement by the Health Department, after the execution of this Contract could result in an increase in Service fees. In the event the Health Department wishes to revise the original Service, the Health Department shall submit the revised proposal to Amalgam LLC in writing. Amalgam LLC shall then have ten (10) business days to provide the Health Department with an updated Service fee or time and materials cost, if applicable. If the updated Service fee is acceptable to the Health Department, then the Health Department shall sign the updated proposal, which shall become an amendment to



this Agreement. In the event, the Health Department does not accept the updated fee, then Amalgam LLC shall continue to perform under this original, un-amended, Agreement.

7. Representations General.

Each Party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound

Compliance with Laws. Each Party represents and warrants that no consent, approval, or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including copyright, privacy and communications decency laws.

Acceptable Use. The Health Department is solely responsible for the content of any postings, data, or transmissions using the FetchEH Software, or any other use of the FetchEH Software by the Health Department or by any person or entity the Health Department permits to access the FetchEH Software. The Health Department represents and warrants that it will: (a) not use the FetchEH Software in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties' similar use or Licensed Materials; (b) not violate or tamper with the security of any Amalgam LLC computer equipment or program; If Amalgam LLC has reasonable grounds to believe that the Health Department is utilizing the FetchEH Software for any such illegal or disruptive purpose Amalgam LLC may suspend the FetchEH Software immediately with or without notice to the Health Department. Amalgam LLC may terminate the Agreement if the Health Department in fact fails to adhere to the foregoing acceptable use standards.

Disclaimer Amalgam LLC makes no warranties of any kind, express or implied, with respect to the FetchEH Software, any related service or software. Amalgam LLC hereby expressly disclaims any implied warranty of merchantability, fitness for a particular purpose, or implied warranties arising from a course of dealing or course of performance. No oral or written information given by Amalgam LLC, its employees, licensors, or the like will create a warranty.

8. Limited Liability

Under no circumstances will Amalgam LLC or anyone else involved in administering, distributing, or providing the FetchEH, be liable for any indirect, incidental, special, or consequential damages that result from the use of or inability to use the FetchEH software.

9. Amalgam LLC Responsibility

Amalgam LLC will provide FetchEH Software for the Health Department that is configured to support Onsite Wastewater System and Well Permitting, Food Safety, Body Art, Pools, Campgrounds, Fees, and Complaints. The FetchEH Software will support a location-based approach to managing environmental health data, including tools for data authoring/collection and options for generating insights, reports, and map visualizations.

Amalgam LLC will deploy and host the FetchEH Software in a safe and secure environment. Amalgam LLC shall provide the Health Department with access to administrative tools using the Fetch Portal. All FetchEH Software is managed using Microsoft Azure Cloud Services.

Amalgam LLC will provide training, technical support and maintenance for services and applications including updates to the FetchGIS Platform and FetchEH Software.

10. Customer Responsibility

The Health Department represents that it shall be responsible for providing all necessary data, materials, or information which Amalgam LLC will need to provide the FetchEH Software. The Health Department acknowledges that Amalgam LLC is not responsible for, nor shall it be held liable for any data, materials, or information, which the Health Department has supplied to it, which are not accurate or are false, which Amalgam LLC has relied upon for implementing the FetchEH Software.

The Health Department shall use the FetchEH Software only for lawful purposes. To the extent deemed necessary by the Health Department, the Health Department shall implement security procedures necessary to limit access to the FetchEH Software to the Health Department authorized users and shall maintain a procedure external to the FetchEH Software for reconstruction of lost or altered files, data, or programs.

11. Confidential Information

For purposes of this Agreement "Confidential Information" shall mean information including, without limitation, all Amalgam LLC computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information marked "Confidential", or if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to The Health Department under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving Party; (ii) was rightfully known or becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party; (iii) is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing Party; and (v) the receiving Party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving Party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure.



12. Indemnification

The Health Department shall indemnify and hold harmless to the furthest extent of the law Amalgam LLC against any and all claims, actions, suits, damages, judgments, charges, costs, or expenses, including legal fees, based upon materials or information supplied by the Health Department to Amalgam LLC to be used in the FetchEH Software, including, but not limited to, if such materials or information were the intellectual property of a third party and the Health Department did not possess the right to them; said materials were the privileged information of a third party and the Health Department did not have the legal right to possess said information; or such information was slanderous or misleading.

13. Licenses

Amalgam LLC hereby grants to the Health Department a personal, nonexclusive, nontransferable license during the term of this Agreement to use, in object code form, all software and related documentation provided by Amalgam LLC ("Licensed Material"), which may be furnished to the Health Department under this Agreement. The Health Department agrees to use commercially reasonable efforts to ensure that its employees and users of all Licensed Material hereunder comply with the terms and conditions set out in this Agreement. The Health Department also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent to the Licensed Material. All Licensed Material furnished to the Health Department under this Agreement shall be used by the Health Department only for the Health Department business purposes, shall not be reproduced, or copied in whole or in part, and shall not be removed from the United States.

14. Customer Data

The Health Department retains ownership over all data provided to Amalgam LLC and all data that is created by the Health Department in the FetchEH Software. All Health Department data is to be strictly held as confidential. Amalgam LLC will delete and destroy all copies of data once the Agreement is terminated with or without default. The Health Department has the option to receive a backup of data prior to deletion. All right, title, and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to Amalgam LLC.

15. Termination of Agreement

This Agreement Term is for three (3) years. To terminate the Agreement, the Health Department can discontinue renewal of the Agreement once the initial Term has expired.

This Agreement may be terminated immediately upon written notice by either Party if the other Party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors.

16. Other Agreements

This Agreement constitutes the entire agreement between the parties concerning FetchEH as a Software as a Service (SaaS), and all prior FetchEH discussions, agreements and understanding, whether verbal or in writing, and are hereby merged into this Agreement.

17. General Provisions and Force Majeure

- (a) This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the parties and shall be binding on the parties when accepted by the Health Department. No modification, termination, or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing signed by an authorized officer of the relevant Party(ies). No provision of any purchase order or other document issued by the Health Department, which purports to alter, vary, modify, or add to the provisions of this Agreement, shall be binding upon Amalgam LLC or effective for any purpose, unless accepted by Amalgam LLC in writing. It is further expressly understood and agreed that there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, Amalgam LLC's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.
- (b) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either Party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
- (c) If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (d) No delay or failure of Amalgam LLC or the Health Department in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by Amalgam LLC or the Health Department of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.
- (e) Either party shall have the right, at its own discretion and at any given time during the Term of this Agreement, to assign the Agreement to an Affiliate. Amalgam LLC may assign this License Agreement to any successor of Amalgam LLC. The Health Department may assign this License Agreement to any successor of the Health Department, provided, however, that the successor is not a competitor of the business and affairs of Amalgam LLC.
- (f) All terms of this License Agreement that by their nature extend beyond its termination remain in effect until fulfilled and apply to respective successors and assigns.
- (g) In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds fourteen (14) days from the receipt of notice of the Force

Majeure Event, the Party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement.

- (h) This Agreement shall be governed by and construed under the laws of the State of Michigan applicable to contracts made in and wholly to be performed in the State of Michigan without regard to conflicts of law.
- (i) Amalgam LLC shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance for the duration of this Agreement and will provide a copy of the policy limits and certificates of insurance upon request of the Health Department.

18. Contact

The contact person for Amalgam LLC is Ken Curry, Co-founder, Amalgam LLC, 809 E. Bennett St., Mount Pleasant, Michigan 48858, telephone (989) 400-8702. The contact person for the Lapeer County Health Department is Nathan Denney, Environmental Health Director, located at 1800 Imlay City Rd. Lapeer, MI 48446, telephone 810-245-5791.

19. Binding

The signatories affirm that they have authority to bind their respective parties to this Agreement.

**AMALGAM LLC, a Michigan Limited
Liability Company****LAPEER COUNTY HEALTH DEPARTMENT**By: 

Ken Curry, Co-founder

Amalgam LLC

By: _____

NAME AND TITLE

Lapeer County Health Department

Date: August 26, 2025

Date: _____



Amalgam LLC
809 E. Bennett
Mt. Pleasant, MI 48858

Attachment A – Lapeer County Health Department FetchEH Data Migration

1. Scope of Work Overview

Amalgam will perform data migration tasks for existing Environmental Health data managed in Health Space. Amalgam will work closely with the Health Department to identify the data that is to be migrated into FetchEH from Health Space.

Data migration will include evaluating existing Food, Body Art Campground and Pool data, and Septic, Well and Soil Erosion data from the previous three years, determining issues, addressing issues and executing data import into FetchEH. Amalgam LLC will import data that can reasonably be imported without extensive data manipulation to resolve differences in FetchEH data schemes and Health Space data schemes. Amalgam LLC will seek to import as much data as possible with the understanding that not all data managed in Health Space may be in a format that is compatible with FetchEH.

2. Payment and Payment Conditions

- Amalgam LLC shall invoice the Health Department \$6,000 for Food Data Migration services and \$7,000 for Septic, Well and Soil Erosion Data Migration services.
- The Health Department agrees to pay Amalgam LLC \$6,000 for Food Data Migration services, and \$7,000 for Septic, Well and Soil Erosion Data Migration services.

3. Schedule

Data migration services will be completed in no more than eight (8) weeks upon initiating the data migration tasks. Data migration tasks shall start when Amalgam receives the data export from the Health Department.

4. Amalgam LLC Responsibility

Amalgam LLC will perform data migration tasks to import Food, Body Art, Campground, Pool data, and Septic, Well and Soil Erosion data from Health Space to FetchEH. Amalgam LLC will import data that can reasonably be imported without extensive data manipulation to resolve differences in FetchEH data schemes and Health Space data schemes.

Amalgam will attempt to import Establishment information and Inspection Information for Food facilities. Violation data may be captured; however, the corrected status and repeat counts may not be imported due to schematic differences and auto calculations in FetchEH software.

Amalgam will import a Fee Schedule if provided by the Health Department but does not import Fee databases due to differences in how Fees are managed in each software.

5. Customer Responsibility

The Health Department represents that it shall be responsible for providing all necessary data, materials, or information which Amalgam LLC will need to provide data migration services. The Health Department acknowledges that Amalgam LLC is not responsible for, nor shall it be held liable for any data, materials, or information, which the Health



Amalgam LLC
809 E. Bennett
Mt. Pleasant, MI 48858

Department has supplied to it, which are not accurate or are false, which Amalgam LLC has relied upon for implementing the FetchEH Software.

2

REQUEST FOR ACTION

DATE: August 25, 2025

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Karly Creguer, MSU Extension

SUMMARY OF REQUEST / INFORMATION: Request approval of the annual renewal Memorandum of Agreement (MOA) w/ MSU Extension for FY 2026.

ADDITIONAL INFORMATION: Our FY25 MOA was for a 9-month fiscal year (Jan 1 - Sept 30, 2025) while the county transitions to a new fiscal year format. The attached FY26 MOA is for 12 months (Oct 1, 2025 - Sept 31, 2026), which is why it is much higher than last years' contract, plus it includes a 3% increase.

FY2024 (Jan 1 - Dec 31, 2024) -	\$133,223
FY2025 (Jan 1 - Sept 30, 2025) -	\$103,140
FY2026 (Oct 1, 2025 - Sept 30, 2026) -	\$141,944

CONTACT PERSON(S): Karly Creguer, District 10 Director

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by _____, supported by _____, to approve the annual Memorandum of Agreement with MSU Extension in the amount of \$141,944 for fiscal year 2026; and further, to authorize the Chair/Vice-Chairman to sign the agreement.

ATTACHMENTS YES X NO _____

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into on _____ by and between Lapeer County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION (MSUE").

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation's land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan's economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community, Food & Environment

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. **1.0** FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").

6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
 - a. Sufficient office space to house Extension staff.
 - b. Utilities, including telephone and telephone service sufficient to meet the needs of Personnel utilizing MSUE office space.
 - c. High-speed Internet service sufficient to meet the needs to Personnel utilizing the MSUE office space.
 - d. Access to space for delivering Extension programs.
 - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessibile.
3. Clerical support for staff for the MSUE office as agreed upon between the County and MSUE District Director that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

1.0 FTE County employed Clerical Staff

Optional:

4. Funding for additional Extension educators at **0 FTE**
5. Funding for additional 4-H program capacity at **1.0 FTE**
6. Funding for additional paraprofessional(s) at **0 FTE**
7. Total Annual Assessment in the amount of **\$141,944**

Payments due and payable under the terms of this agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, Michigan 48824

C. Staffing and Financial Summary:

A. Base Assessment (includes 1.0 FTE 4-H Program Coordination)	\$76,902
--	----------

ADDITIONAL PERSONNEL

B. 0 FTE Clerical Support Staff to be employed by MSU	\$0
C. 0 FTE Educator (Program Area:)	\$0
D. 1.0 FTE Additional 4-H Program Coordination	\$65,042
E. 0 FTE Additional paraprofessional staff	\$0

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2026:	\$141,944
--	------------------

I. Term and Termination

The obligations of the parties under this Agreement will commence on October 1, 2025, the first day of the County budget year 2026, and shall terminate on September 30, 2026, the last day of such County budget year 2026. Either party to this Agreement may terminate the Agreement, with or without cause, with 60 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to County of Lapeer, Attn: Doreen Clark, 255 Clay Street, Suite 301, Lapeer, MI 48446, if to the County.

II. General Terms

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.
2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.

6. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

By: _____

Evonne Pedawi
Contract & Grant Administration
Its: Executive Director

Date: _____

LAPEER COUNTY

By: _____

Print name: _____

Its: _____

(title)

Date: _____

Appendix A
Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever-changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media platforms. We view communication with our constituents through Facebook, Twitter, Instagram, YouTube, and other emerging social media to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Director. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:
NetRange35.8.0.0 - 35.9.255.255 CIDR35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

Office 365 – Details on what to open are at <https://docs.microsoft.com/en-us/microsoft-365/enterprise/urls-and-ip-address-ranges?view=o365-worldwide>
search.msu.edu
35.9.160.36 (1935,443) authentication)
45.60.149.216
35.9.247.31 (zoom.msu.edu)
d2l.msu.edu (80 and 443) (D2L – Desire to Learn @ Brightspace.com)
108.161.147.0/24, 199.231.78.0/24, 64.62.142.12/32, 209.206.48.0/20 (external) Meraki Cloud communication
199.231.78.148/32, 64.156.192.245/32 (external) Meraki VPN registry

The following applications are necessary on all computers – MS Office (preferably O365, MSUE provides MS licensing), Adobe Acrobat, Zoom, SAP client, VPN client, Antivirus. (Most recent version of Chrome, Firefox, or Edge)

Other notable web server/sites IP addresses:

canr.msu.edu – 52.5.24.1
msue.anr.msu.edu – 52.5.24.1
events.anr.msu.edu/web3.anr.msu.edu – 45.60.11.113
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
master Gardener (External) – 128.120.155.54
extension.org (External) – 54.69.217.186 msu.zoom.us (External)

Questions may be directed to anr.support@msu.edu where they will be routed to the best person to assist you.

REQUEST FOR ACTION

3

DATE: 09/04/2025

 X REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Road Commission

SUMMARY OF REQUEST / INFORMATION:

Disbursement of the 2025 County Bridge funds

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Kathleen Cunningham, (810) 245-4953

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Yes

DRAFT MOTION:

Motion by _____, supported by _____, Approve the 2025 disbursement of the County Bridge funds in the amount of \$ 353,461.41 from general ledger line 101-990-995-105

ATTACHMENTS YES X NO



2025 Bridge Fund Transfer- Lapeer County Road Commission

2025 County Taxable Value	4,285,322,397
2024 Capture Taxable Value	<u>-222,547,585</u>
Total	4,062,774,812
	<u>X .0001</u>
Total	=406,277.48
13% Capital	<u>-52,816.07</u>

Road Commission Bridge Fund Allocation Amount = **\$353,461.41**

Prepared by:
Dana M. Miller
Lapeer County Treasurer

4

REQUEST FOR ACTION

DATE: 7/17/2025

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Treasurer, Dana M. Miller

SUMMARY OF REQUEST / INFORMATION: Request to approve the Assessing Tax System annual service/support fee per contract coverage dates of 08/01/2025-08/01/2026

ADDITIONAL INFORMATION: Annual Renewal, which is budgeted.

CONTACT PERSON(S): Dana M. Miller

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Invoice and Voucher

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board to authorize the County Treasurer to pay the annual service/support fee to BS&A for the Assessing System per the contract coverage dates of August 1st, 2025 through September 30th, 2025, in the amount of \$630.22 to be paid from line item #532-253-850.200, and the period of October 1st 2025 through April 30th, 2026, in the amount of \$5041.78, to be paid from line item #532-000-123.000.

ATTACHMENTS YES X NO

**Treasurer's Department
Invoice Voucher Form**

☒ REMITTANCE ☐ RETURN/DEPT * ☐ WILL PICK UP *

Vendor #: 4736

Vendor Name: BS&A Software

Invoice #: 162256

New or Change 14965 Abbey Lane

Invoice Date: 7/17/2025

of Address: Bath, MI 48808

Amount: \$ 5,672.00

Account Number	Amount	Description (45)
532-253-850-200	\$ 630.22	Assessing System
	\$ -	annual service/support fee per
	\$ -	contract coverage dates of
	\$ -	08/01/2025-09/30/2025
532-000-123.000	\$ 5,041.78	Assessing System
	\$ -	annual service/support fee per
	\$ -	contract coverage dates of
	\$ -	10/01/2025-04/30/2026 prepay
	\$ -	
	\$ -	
Explanation box:		
* Requires Department Heads signed explanation: X		

Signature certifies that there are budgeted funds available to cover this invoice, that the account number provided is accurate and proper for this type of expenditure, that no part of this invoice has been paid previously, and the product or service has

Originator: AC

Dept. Head: DMM

Audited by: _____

Audited by: _____

Voucher print date: 7/22/2025

14965 Abbey Lane
Bath, MI 48808

Invoice Number: 162256
Invoice Date: Jul 17, 2025
Page: 1

Bill To:

LAPEER COUNTY
255 CLAY ST SUITE 303
LAPEER, MI 48446
LAPEER

Quantity	Description	Unit Price	Amount
1.00	Assessing System - annual service/support fee per contract for the coverage dates of August 1st, 2025-August 1st, 2026	5,672.00	5,672.00

Subtotal	5,672.00
Sales Tax	
Total Invoice Amount	5,672.00
Payment/Credit Applied	
TOTAL	5,672.00

Check/Credit Memo No:

5

DATE: September 4, 2025

XREQUEST FOR ACTION

____FOR YOUR INFORMATION

____REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Lapeer County Sheriff's Office

SUMMARY OF REQUEST / INFORMATION: To approve the addendum to the current contract between the Lapeer County Sheriff's Office (LCSO) and Combined Public Communications (CPC).

BACKGROUND INFORMATION: CPC will provide all necessary equipment for the upcoming changes. CPC is going to a 1 device system, an advanced chipper instead of the current 2 units, chipper and tablet. All other aspects of the contract remain the same. Contract language has been approved by Corporate Counsel.

CONTACT PERSON(S): Sheriff Scott McKenna / LT. Steve Beebe

SUPPORTING DOCUMENTS: Copy of the contract

DRAFT MOTION:

Motion by _____, supported by _____, to approve Addendum A to the current Inmate Telecommunications General Service agreement between the County of Lapeer, Lapeer County Sheriff's Office and Combined Public Communications (CPC) to move to single device system and an advanced chipper, at no additoinal cost to the county; and further, to authorize the Chair/Vice Chair to sign said Addendum to the agreement.

ATTACHMENTS YES__x__ NO__ __



Combined Public Communications, LLC
Inmate Telecommunications General Service Agreement
Addendum A - revised

WHEREAS, this addendum relates to the Inmate Telecommunications General Service Agreement originally entered into by Combined Public Communications, LLC (hereafter "CPC"), and the Lapeer County Sheriff's Department (hereafter "Customer") with its principal place of business at 3231 John Conley Drive, Lapeer, MI 48446 with a commencement date of November 3, 2022.

WHEREAS, Customer and CPC wish to amend the agreement.

NOW THEREFORE, the parties to this Agreement do agree as follows:

Agreement Term:

The initial sixty (60) month Agreement Term will be extended an additional twelve (12) months. CPC is providing the Customer with a document scanning service based on the fact that both parties have agreed to this extension of the initial agreement term.

Unless written notice is delivered to either party at least ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement, this Agreement shall renew upon the same terms and conditions as described in the Original Agreement, unless otherwise stated in subsequent sections of this addendum.

Commission Overview:

The following applies to all commissioned products listed in this Addendum and all prior written Agreements merged herein. If the Customer's current average daily population (ADP) count of seventy-five (75) decreases by fifteen (15%) percent or more over a three (3) month period, CPC reserves the right to renegotiate this commission upon thirty (30) days advanced notice to Customer.

AXXS Inmate Education and Entertainment (IEE) Rates & Commission

CPC will provide, install, and maintain an inmate education and entertainment (IEE) solution with an initial installation of 1:1 handheld devices. This solution will utilize the current charging methods previously provided to the Customer.

A four dollar (\$4.00) per inmate per month access fee will be implemented for use of paid services only. Free services can continue to be utilized by inmates without incurring this access fee.

The handheld devices can function as an all-in-one device, if the Customer so chooses. In addition to being configured with AXXS IEE, the handheld can include access to CPC View Video Visitation, Email, Calling, and Inmate Text Messaging. Please select services with Option 1 below to be included on the AXXS ONE Max handheld device. This solution will replace the Chirpers and tablets the Customer is currently using.

Feature	Rate	Commission
AXXS IEE Solution Non-online reading material & courses, entertainment, etc	\$ <u>0.05</u> /minute**	20% all IEE revenue*
AXXS Handheld Calling	See current calling rates + \$ <u>0.05</u> /minute** handheld device rate	See ITS commission + 20% all IEE revenue*



*such commission is net of licensing and network costs, excludes applicable taxes/fees/surcharges and free content usage.

☒ Option 1: Customer agrees to utilize AXXS inmate education and entertainment (IEE).

Please select additional services to be included with AXXS IEE on the AXXS ONE Max handheld device:

- ☐ AXXS Handheld Calling
- ☒ Inmate Secure Text Messaging
(see *Inmate Secure Text Messaging* section for rates and labor reimbursement details)
- ☒ CPC View Video Visitation
(see *CPC View Video Visitation* section for rates and commission details)
- ☒ Inmate Email
(see *CPC View Email* section for rates and commission details)

☐ Option 2: Customer is not interested in utilizing AXXS IEE.

**This rate applies to all paid AXXS inmate education and entertainment (IEE) services and does not include additional costs for premium services. CPC maintains the ability to adjust the rate per minute for AXXS handheld devices.

It is the responsibility of the Customer to provide microphone-enabled earphones for inmates on an ongoing basis and have them available at time of installation.

☐ Option 1: Customer agrees to order and purchase microphone-enabled earphones from CPC in bulk.

☒ Option 2: Customer agrees to provide microphone-enabled earphones through their Commissary or other provider. CPC will provide technical requirements for earphones.

CPC has the ability to recover and reclaim unused handheld devices at CPC's discretion.

Inmate Secure Text Messaging Rates, Funding & Labor Reimbursement¹:

CPC will continue to provide the Inmate Messaging System, which was originally in the Inmate Messaging Service Agreement signed on May 6, 2022. Upon signing of this Addendum, the terms and conditions associated with the Inmate Messaging System will now be addressed in this Addendum and the Inmate Messaging System Agreement will become void. Vendor will continue to pay Customer labor reimbursement in the amount of two cents (\$0.02) from every completed Chirp. To the extent that chirps are used from chargebacks, total chirp count will be adjusted for purposes of calculating the labor reimbursement.

Inmate Messaging Service implementation, activation and usage is based on sixty percent (60%) of the inmate population utilizing the Inmate Chirping Service daily. Inmates must have the ability to utilize this service for a minimum of twelve (12) hours a day, seven (7) days a week. If less than sixty percent (60%) of inmate population is utilizing the chirpers, or inmates are unable to have access to the service for a minimum of twelve (12) hours a day, seven (7) days a week, the Inmate Communication Services Vendor reserves the right to adjust the proposed ITS commission percentages. Please reference the Commission Overview section of this Agreement for details.

¹ U.S. Patent Nos. 10,082,835 and 10,085,126, used under license from Hank Technology LLC. or U.S. Patent No. 11,330,436 B1, used under license from Prodigy Solutions, Inc.



CPC View Optional Service:

Blurred background is an optional service available on AXXS ONE Max with View.

- X Option 1: Customer acknowledges wanting blurred background on both the inmate and Friends & Family side.
- _____ Option 2: Customer acknowledges wanting blurred background on only the inmate side _____ or only the Friends & Family side _____.
- _____ Option 3: Customer acknowledges NOT wanting blurred background implemented on either side of video visitation.

Remote Video Visitation Storage

CPC will store remote video visits for ninety (90) days.

CPC Responsibilities

CPC will provide and install the View System on the AXXS ONE Maxi and associated operational hardware, provide ongoing service, support and maintenance throughout the term of the Agreement.

Customer Responsibilities:

It is the Customer's responsibility to stop, block, or reprimand behavior for videos, emails, email attachments, or any other communication passed on the View System that is considered to be inappropriate by the Customer.

CPC Equipment:

The Offering and all associated equipment installed under this Agreement shall remain the sole and exclusive property of CPC. Customer will promptly report to CPC misuse, destruction, or vandalism of all systems and associated equipment related to the Offering. Customer will not use the Offering for Customer's business purposes nor list or advertise in any manner the telephone numbers of the Offering without the prior written consent of CPC.

CPC will provide, install, and maintain the educational and entertainment solution, associated operational hardware, charging stations and transport containers (a tub and/or cart for the handheld devices). Additionally, CPC will provide ongoing service, support, and maintenance of the handheld device platform. CPC will review handheld device usage ninety (90) days after installation and determine if the initial number of handheld devices should be increased based on usage. If CPC determines additional handheld devices are required, CPC reserves the right to determine the number of additional handheld devices and will provide those at no cost to the County. Additionally, and at no cost to County, CPC will provide up to twenty five percent (25%) of the initial number of deployed handheld devices per year to cover normal wear and tear as determined by CPC.

If additional devices are requested above and beyond the initial number determined by CPC for reasons other than usage, those will be provided at a rate of two hundred and ninety dollars (\$290.00) per AXXS ONE Max device. If an inmate damages an AXXS ONE Max device, CPC will invoice the County corresponding amount per device listed above from the following month's commissions for recovery of those costs and will provide the County an invoice in which they can choose to place that debt on the inmate's trust account.

CPC will retain ownership of all tablets, handheld devices and associated hardware and software. CPC shall have the discretion to select brand, type, and other specifications of the handheld devices, including the specific services and applications available on the handheld devices and may replace, upgrade, or substitute the handheld devices any time during the agreement.



Customer will provide a secure area for a tub and/or cart to store and charge handheld devices, as well as electric (AC) to charge devices, at no charge to CPC. Additionally, Customer will provide the labor to check the handheld devices in/out and keep the handheld devices charged. Customer shall exercise reasonable care to prevent damage or destruction of handheld devices. Customer shall notify CPC of any misuse, destruction, damage, loss, or vandalism to the handheld devices as soon as practicable. Customer or its agents shall not (a) alter, modify, repair, enhance or modify the handheld devices or any software thereon (b) connect the handheld devices to any software or products not provided and approved by CPC, or (c) allow any third party to do any of the above.

Disclaimer of Warranties

The handheld devices are provided "AS IS" without warrant of any kind. Customer understands that all information used and obtained in connection with the AXXS Handheld Device applications is provided "AS IS". Customer acknowledges that content is subject to availability and is subject to change at CPC's discretion.

CPC does not warrant or guarantee the correctness, completeness, legality, merchantability, or fitness for a particular purpose of the selected content. CPC does not warrant that handheld device services will meet all Customer requirements or be error free. For issues or defects such as common "bugs" or similar problems, along with feature requests, a case is created and sent to CPC's development team. The case is placed on a list for CPC's programmers who deploy fixes and upgrades based on priority.

Although CPC makes its best effort to secure all AXXS Handheld Devices by utilizing device, application and network level security, it does not warrant or guarantee network access security will be maintained in locations that utilize unsecure wireless networks or broadcast open SSID's as part of the customer's owned, preexisting, or future network infrastructure as well as facility staff personal communication devices capable of broadcasting an unsecure SSID (hotspot). Additionally, CPC advises the customer that all such networks be secured through encrypted authentication for all internal wireless networks that reside within the customer's facility prior to installation of any handheld devices.

The customer is solely responsible for maintaining network security for owned, preexisting, or future wireless networks as well as facility staff personal communication devices capable of broadcasting an unsecure SSID (hotspot). Any open wireless network breach, whether it is maintained or not by the customer, on an AXXS Handheld Device cannot be used to claim a material breach of the entire or any part of the current CPC services agreement(s) as it resides outside of CPC's direct control and CPC's internally maintained network infrastructure required to provide services.

CPC expressly warrants that, for the duration of this Agreement:

- a. **Service Availability.** CPC's hosted services and on-premises network infrastructure will be available at least 99% of each calendar month (excluding scheduled maintenance notified to the County at least three (3) business days in advance).
- b. **CJIS Compliance.** CPC will maintain all applicable Criminal Justice Information Services (CJIS) Security Policy controls and certifications for its handheld devices, network, and back-end systems.

CPC's security practices closely align with the practices of this compliance.

- Information Security
- Access Control
- Auditing and Accountability
- Physical Security
- Training
- Incident Response
- Personnel Security



- c. Data Encryption. All audio and video captured by CPC's handheld devices are encrypted in transit using industry-standard algorithms. Audio data at rest uses technology specific file formatting with industry-standard encrypted access keys.
- d. All audio and video files are transported via SFTP (Secure File Transfer Protocol) which is industry standard encryption. We use industry standard user and folder permissions to protect the files
- e. Security Patch SLA. CPC will deploy security patches addressing critical vulnerabilities to all affected devices and systems within thirty (30) days of public disclosure or vendor release, whichever is sooner.

Warranties Limitations

Except for the warranties set forth in the section above CPC disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose. In particular:

- a. Scope of Coverage. The express warranties in Section X.1 apply solely to hardware, software, network infrastructure, and services that CPC designs, provisions, or directly manages.
- b. External Environment Exclusion.** CPC does not warrant the security or performance of any third-party or facility-provided systems, including without limitation:
 - i. Third-party Wi-Fi networks, guest SSIDs, or other wireless infrastructure not owned or managed by CPC;
 - ii. Personal mobile hotspots or consumer devices brought onto the premises by County staff, visitors, or contractors;
 - iii. Networking or security equipment installed by entities other than CPC; or
 - iv. User behavior or configuration changes outside of the CPC-controlled environment.

Regulatory Changes:

In the event that new and/or revised government regulations prevent CPC from providing commission or services to the Customer, CPC will have the right to renegotiate this Agreement with the Customer. CPC reserves the right to change rates, commission, financial compensation & fees upon thirty days' written notice to Customer if such changes arise from any of the following: any (a) rule, regulation, or other action by any government or regulatory entity resulting in increased costs to CPC (b) change in taxes, (c) a change in other communication rates within facility.

In the event that new and/or revised rule, regulation, or other action by any government or regulatory entity arises, Customer may request that rates may be amended to a non-commission option during the term of agreement. If requested by customer, CPC and customer will negotiate in good faith regarding reduction to rates if customer agrees to no longer receive commission or other financial compensation. CPC can accommodate if the Customer requests to transition to a model where services are paid for by the Customer or taxpayer funded.

In the event that any of the aforementioned changes occur and renegotiation of the contract is necessary, the existing term of the contract will remain in force for the entire term of this contract.

Indemnity:

CPC agrees to indemnify and hold harmless the Customer from all reasonable damages resulting from claims made by third parties against the Customer arising after the date of this Addendum that results from CPC's breach of the Agreement or CPC's negligent mishandling of an inmate's data that results in verified identity theft or an unlawful invasion of an inmate's privacy, as determined by a court of competent jurisdiction in a final, non-appealable order.



This written addendum shall constitute understanding of the parties and all prior agreements and understandings are merged herein. The Original Agreement and this Addendum shall not be modified, changed or altered in any respect except in writing signed by CPC and Customer.

This Addendum entered into on the _____ day of _____, _____.

Lapeer County Sheriff's Office

Combined Public Communications, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

6

REQUEST FOR ACTION

DATE: 8/15/25

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Steve Kress, Juvenile Court Administrator

SUMMARY OF REQUEST / INFORMATION:

Request issuance of a credit card to Steve Kress, Juvenile Court Administrator, for uses outlined in the Lapeer County Standard Operating Policies and Procedures. Uses include purchasing items for programming purposes, court related travel/trainings, and postage. All county procedures and processes will be adhered to in regard to maintaining this account.

ADDITIONAL INFORMATION:

Maureen Salayko, Trial Court Administrator, has reviewed and supported this action.

CONTACT PERSON(S):

Steve Kress, Juvenile Court Administrator

BACKGROUND INFORMATION:

None

SUPPORTING DOCUMENTS:

None

DRAFT MOTION:

Motion by _____, supported by _____, to authorize the County Treasurer to request the issuance of a credit card to Steve Kress, Juvenile Court Administrator, for uses such as travel/trainings, postage purchases, or program purchases as described in the adopted Lapeer County Standard Operating Policies and Procedures/Credit Card Policy.

ATTACHMENTS YES____ NO__X__

7A

DATE: September 3, 2025

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, PLC, for labor related legal services through August 31, 2025.

BACKGROUND INFORMATION:

ADDITIONAL INFORMATION:

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

SUPPORTING DOCUMENTS: Legal Summary for Invoice #16234

DRAFT MOTION:

Motion by _____, supported by _____, to authorize payment to Shifman Fournier, PLC, in the amount of \$709.50 for labor related legal services rendered through August 31, 2025, 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

September 2, 2025

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 August 31, 2025. Kindly process for payment.

Invoice No. 16234

Lapeer County –	
General	\$
Sheriff's Department	\$ 214.50
CMH	\$
FOC	\$
District Court	\$
Health Department/AFSCME	\$
911 MAPE	\$
911 POAM	\$
Non-Union	\$ 495.00

TOTAL DUE	\$ 709.50
------------------	------------------

Please make check payable to Shifman Fournier, PLC

7B

DATE: August 25, 2025

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 July 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 #6164

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board to authorize the payment to The Kelly Firm of invoice #6164 for the month of July, 2025 in the amount of \$5,145.00, for corporation counsel legal services, to be paid from line item #101-239-801.020.

ATTACHMENTS YES X NO _____



The Kelly Firm PLC
512 E. 11 Mile Rd.
Royal Oak, MI 48067

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

Statement Date: 07/31/2025
Account No. 1045.000
Statement No: 6164
Page No. 1

	Fees	Expenses	Advances	
GENERAL LEGAL	3,867.50	0.00	0.00	\$3,867.50
SHERIFF'S DEPARTMENT	87.50	0.00	0.00	\$87.50
FOIA	1,190.00	0.00	0.00	\$1,190.00
	<u>5,145.00</u>	<u>0.00</u>	<u>0.00</u>	<u>\$5,145.00</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.

7C

DATE: AUGUST 27, 2025

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: BOARD OF COMMISSIONERS –COMMITTEE OF THE WHOLE

FROM: DOREEN CLARK, OFFICE MANAGER

SUMMARY OF REQUEST / INFORMATION: Request to authorize the FY 2025/2026 annual payment to Lapeer Development Corporation for professional services in the amount of \$10,000, which is budgeted in 2026.

ADDITIONAL INFORMATION: We paid the FY 2024/2025 invoice in January of 2025, but now that we are changing to the new FY on October 1st this year, we are requesting payment of the FY 2025/2026 in October so it is paid in the year it is invoiced.

CONTACT PERSON(S): Moses Sanzo/Doreen Clark

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Invoice #2901 from LDC

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board to authorize payment to the Lapeer Development Corporation for professional economic services for fiscal year 2025/2026, at a cost not to exceed \$10,000.00, to be paid from line item 101-237-959.000 and disbursed in October.

ATTACHMENTS YES XXX NO _____

INVOICE

Lapeer Development Corporation
449 McCormick Dr
Lapeer, MI 48446

laura@lapeerdevelopment.com
+1 (810) 667-0080
www.lapeerdevelopment.com



Bill to

Lapeer County
255 Clay St
Lapeer, MI 48446

Ship to

Lapeer County
255 Clay St
Lapeer, MI 48446

Invoice details

Invoice no.: 2901
Terms: Net 30
Invoice date: 08/19/2025
Due date: 09/18/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Lapeer County Prof. Services	25/26 Professional Services	1	\$10,000.00	\$10,000.00

Total

\$10,000.00

Ways to pay



You can mail your payments to:
449 McCormick Drive
Lapeer, MI 48446

Note to customer

We appreciate your support!

[View and pay](#)

7D

DATE: September 3, 2025

XX **REQUEST FOR ACTION**

_____ **FOR YOUR INFORMATION**

_____ **REQUEST FOR INFORMATION**

TO: BOARD OF COMMISSIONERS – COMMITTEE OF THE WHOLE

FROM: ADMINISTRATION/FINANCE OFFICE

SUMMARY OF REQUEST / INFORMATION: Request to give the County Controller/Administrator and/or Interim Chief Financial Officer the authority to approve Budget Amendments, Appropriation Transfers, for Fiscal Year 2025.

ADDITIONAL INFORMATION: We request this annually in order to help keep the process moving along as they come in before the end of the year.

CONTACT PERSON(S): Moses Sanzo/Jacky Bennett

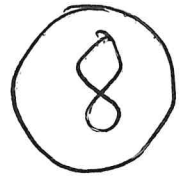
BACKGROUND INFORMATION: Authority Given Annually

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board to give the County Administrator/Controller and/or Interim Chief Financial Officer the authority to act and approve all budget amendments and appropriation transfers for fiscal year 2025.

ATTACHMENTS YES _____ NO XXX



DATE: September 4, 2025

 X REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: COW

FROM: Moses Sanzo, County Administrator/Controller
Natasha Kugler, HR Director

SUMMARY OF REQUEST / INFORMATION: The County has had the same Insurance Benefits Broker for over 37-years and the Board recently authorized us to issue an RFP for brokerage services. This Request for approval seeks formal authorization to proceed with the appointment of Marsh & McLennan Agency LLC (MMA-Troy) as our new insurance broker. Following an internal review and evaluation process, Marsh & McLennan Agency LLC (MMA-Troy) has been selected based on their qualifications, capabilities, and value-added services. The appointment will take effect upon approval, with broker onboarding and transition support already planned.

ADDITIONAL INFORMATION: Marsh & McLennan Agency LLC (MMA-Troy) demonstrated clear advantages during the review process, including:

- Proven track record in our industry
- Strong relationships with key insurers
- Comprehensive servicing model tailored to our needs
- Ability to deliver cost efficiencies and improved coverage options

CONTACT PERSON(S): Moses Sanzo, County Administrator
Natasha Kugler, HR Director

BACKGROUND INFORMATION: In light of recent assessments of our current insurance brokerage arrangements, it was determined that a change in broker representation would better align with our County's evolving needs and service expectations.

A review process was conducted to identify a broker that offers:

- Broader market access
- Specialized industry knowledge
- Competitive commission structure
- Enhanced service and claims support and reporting
- Strategic risk management advisory and services

Based on these criteria, Marsh & McLennan Agency LLC (MMA-Troy) was selected as the preferred candidate. There are no direct costs associated with this change. Marsh & McLennan Agency LLC (MMA-Troy) will be compensated through standard commissions included in the insurance premiums. Initial assessments suggest potential for premium reductions and improved coverage terms.

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by _____, supported by _____, pursuant to the August 28, 2025 Regular Board Meeting giving the Committee of the Whole the authority to act on this matter, to accept the bid and officially appoint Marsh & McLennan Agency LLC as Lapeer County's insurance broker of record, and that the HR Director be appointed as the Plan Administrator and process the Agent of Record (AOR) letter authorizing the change; and further, that notification be sent to the current broker, Doug Stacks of Financial Technologies, of this transition.

ATTACHMENTS: YES _____ or NO X

LAPEER COUNTY MICHIGAN**GENERAL APPROPRIATION ACT****RESOLUTION TO AMEND & ADOPT THE BIENNIAL BUDGET
FOR**

**OCTOBER 1, 2025 TO SEPTEMBER 30, 2026 (AMEND)
AND
OCTOBER 1, 2026 TO SEPTEMBER 30, 2027 (ADOPT)
ON
SEPTEMBER 11, 2025**

- WHEREAS,** In 2003, the County Board of Commissioners directed that a biennial budget process be established in an effort to improve the efficiency of the complex budget process, reduce time in the respective departments necessary for budget preparation, and to enhance fiscal planning and stability; and,
- WHEREAS,** Section 16 of the "Uniform Budgeting and Accounting Act" requires that an appropriation act be adopted by this County Board of Commissioners in order to implement the operating budgets of the County of Lapeer for FY 2026 and FY 2027; and,
- WHEREAS,** The Lapeer County Board of Commissioners is the statutorily designated "legislative body" for the County Budget function under the Uniform Budgeting and Accounting Act (MCL 141.421); and,
- WHEREAS,** All County Elected Officials, Judges and appointed Department Heads were afforded the opportunity to appear before the County Board of Commissioners to discuss their budget request; and,
- WHEREAS,** The Board of Commissioners has taken into consideration the fact that certain mandatory functions of County government or operations must be budgeted at serviceable levels in order to provide statutory and constitutionally required services and programs, and that other essential and non-mandatory services are budgeted to meet operational and community needs; and,
- WHEREAS,** Fifty percent (50%) of the proceeds of the Convention Facilities/Liquor Tax revenue received from the State are used for the specific purpose of substance abuse prevention programs in the County; and,
- WHEREAS,** A public notice was published in a newspaper of general circulation on June 01, 2025, and a public hearing was held on June 12, 2025, consistent with the "Truth in Taxation Act," to consider increasing the operating tax millage rate by .38 mills for FY 2025; and,
- WHEREAS,** The Board of Commissioners at a meeting on June 12, 2025, adopted the following tax rates to be levied for the 2025 tax year 2025/2026 budget year for a County levy of 3.5733 and extra voted millage as summarized below based on the 2025 Taxable Value \$4,285,322,397 for a total millage rate of :

<u>Purpose</u>	<u>Millage</u>	<u>Revenue</u>
<u>General Government</u>	3.5733	\$ 15,312,743.00
Total Allocated Millage	3.5733	\$ 15,312,743.00

Lapeer County General Appropriations Act Resolution, September 11, 2025

Senior Citizen (voted through 2026)	.3859	\$ 1,653,705.00
Medical Care Facility Operating (voted through 2027)	.3149	\$ 1,349,448.00
Law Enforcement (voted through 2027)	1.4290	\$ 6,123,725.00
Veterans (voted through 2029)	.1837	\$ 787,213.00
EMS (voted through 2030)	1.1736	\$ 5,029,254.00
Total extra voted Millage	3.4871	\$ 14,943,345.00
Total Millage	7.0604	\$ 30,256,088.00

WHEREAS, The revenue projections in the 2026/2027 Budget are reduced to reflect the estimated amount of captured revenue by Tax Increment Finance Authorities and Downtown Development Authorities in local jurisdictions as summarized below:

FY 2026	<u>Est. Millage Revenue</u>	<u>Est. Captured Revenue</u>	<u>Est. Net Revenue</u>
General Government	\$ 15,772,125.00	\$ 843,771.00	\$ 14,928,354.00
Law Enforcement	\$ 6,376,368.00	\$ 52,000.00	\$ 6,324,368.00
Veterans	\$ 702,885.00	\$ - 0 -	\$ 702,885.00
Medical Care Facility	\$ 1,238,417.00	\$ -0-	\$ 1,238,417.00
Senior Services	\$ 1,721,931.00	\$ 4,132.00	\$ 1,717,799.00
Total	\$ 25,811,726.00	\$ 899,903.00	\$ 24,911,823.00

FY 2027	<u>Est. Millage Revenue</u>	<u>Est. Captured Revenue</u>	<u>Est. Net Revenue</u>
General Government	\$ 16,245,288.00	\$ 869,083.00	\$ 15,376,205.00
Law Enforcement	\$ 6,567,659.00	\$ 52,000.00	\$ 6,515,659.00
Veterans	\$ 723,972.00	\$ - 0 -	\$ 723,972.00
Medical Care Facility	\$ 1,275,570.00	\$ - 0 -	\$ 1,275,570.00
Senior Services	\$ 1,773,589.00	\$ 4,132.00	\$ 1,769,457.00
Total	\$ 26,586,078.00	\$ 925,215.00	\$ 25,660,863.00

WHEREAS, The voters have supported "special millages" (e.g. for Senior Services, Veterans, Law Enforcement/ Public Safety, EMS and Medical Care Facility) that various Public Acts allow local units of government to supersede by partially "capturing" revenue that may consequently not be available for the extra voted program as noted above; and,

WHEREAS, A Committed Delinquent Tax Fund Balance is established for self-funding of \$5,000,000.00, and a transfer from the Delinquent Tax Revolving Fund of \$2,000,000.00 for FY 2026 and \$2,000,000.00 for FY 2027 to the General Fund is hereby authorized; and,

WHEREAS, State Revenue Sharing in the amount of \$2,252,000.00 is anticipated for FY 2026, and the amount for FY 2027 is estimated at \$2,252,000.00; and,

WHEREAS, Adult-Use Marijuana payments in the amount of \$350,000 is anticipated for FY 2026, and the amount for FY 2027 is estimated at \$350,000; and,

WHEREAS, Pursuant to MCL 141.412, section 2, a notice regarding the proposed budget was published in a newspaper of general circulation on August 3, 2025, and was placed on display in the County Clerk's office and the county's website from August 11 through August 28, 2025, and a public hearing was conducted on August 28, 2025; and,

THEREFORE, BE IT RESOLVED, that the FY 2026 and FY 2027 Lapeer County Budgets as summarized below are hereby adopted on a fund and activity basis for the General Fund and the fund level for all other funds, subject to all statutory and County policies regarding the expenditure of funds and the conditions set forth in this Resolution:

	<u>2026 Amended Budget</u>	<u>2027 Budget</u>
General Fund	\$ 26,206,752.00	\$ 26,657,502.00
Special Revenue Funds	\$ 93,414,440.00	\$ 91,411,731.00
Debt Service Funds	\$ 790,749.00	\$ 771,250.00
TOTALS	<u>\$120,411,941.00</u>	<u>\$118,840,483.00</u>

BE IT FURTHER RESOLVED, that an Assigned fund balance (GF) is established in the amount of \$500,000.00 for FY 2026 and \$500,000.00 for FY 2027; and,

BE IT FURTHER RESOLVED, that the Board of Commissioners direct the Controller/Administrator to present necessary changes to the 2027 budget to the Board prior to the beginning of fiscal year 2027 for final adoption; and,

BE IT FURTHER RESOLVED, that Elected Officials, Judges and appointed Department Heads are advised that certain line item transfers with the respective budgets will not be authorized; and,

BE IT FURTHER RESOLVED, that all persons responsible for the Administration of this budget be duly advised of the contents of Public Act 621 of 1978, as amended, and their respective appropriations and responsibilities to not authorize or participate in the expenditures of funds except as authorized by this General Appropriations Act; and,

BE IT FURTHER RESOLVED, that to ensure compliance with the Uniform Budgeting Act, all Officials and employees of Lapeer County shall follow Claim Processing and Purchasing Procedures and the Personnel Policies as adopted and amended by the Board of Commissioners and that the budgeted funds are appropriated contingent upon compliance with the County's adopted "Financial Goals, Policies, and Practices"; and,

BE IT FURTHER RESOLVED, that the approved employee positions on the Position Control Maintenance File shall limit the number of employees who shall be employed, and no funds are appropriated for any position or employee not on the "Approved Position Control Maintenance File." Further, there may be a need to increase or decrease various positions within the Budget and/or impose a hiring freeze and/or reduction in staff due to unforeseen financial changes; therefore, the "Approved Position Control List" may be changed from time to time by the Board and/or the Board may impose a hiring freeze. The County Elected Officials, Judges and the County Department Heads shall comply with changes affected by the Board, if any, relative to the approved positions and the number of employees stated in the Position Control List; and,

BE IT FURTHER RESOLVED, that this budget does not authorize any other compensation adjustment(s) without expressed authority of the Board of Commissioners; and,

BE IT FURTHER RESOLVED, that certain positions authorized in this budget, which are supported in part by grants or other sources of outside funding, are only approved contingent upon the County receiving the budgeted revenues. The Elected Official, Judge, and/or Department Head responsible for program administration shall immediately notify the Controller/Administrator in the event outside funding is not received or the County is notified that such funding has been discontinued or reduced; and,

BE IT FURTHER RESOLVED, that since the County revenues and expenditures may vary from those contemplated, the Board of Commissioners may adjust the budget during the fiscal year as deemed necessary; and

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to automatically reduce a department budget each time a reduction is made in federal, state, or local funds. The affected Elected Official, Judge or Department Head shall promptly take the necessary corrective action to reduce expenditures as a result; and,

BE IT FURTHER RESOLVED, that the County Controller/Administrator is hereby authorized to make budgetary transfers within the various funds and to authorize expenditures in accordance with the budgetary procedures established by the Board of Commissioners; and,

BE IT FURTHER RESOLVED, that the Board of Commissioners authorize, that as long as the balance in the Budget Stabilization Fund is under the amount allowed by Michigan Public Act 30 of 1978, that the fund be allowed to accrue interest earning without a separate Board motion; and,

BE IT FURTHER RESOLVED, that all County Departments include indirect cost as determined by the most recent Cost Allocation Plan in all applications for federal and state grants and further; where indirect costs are not included in the approved grant budget, a memorandum explaining the reason for not including them in the grant must be submitted with the Request for Action to approve the grant; and,

BE IT FURTHER RESOLVED, that all grant submissions to the Board of Commissioners shall clearly indicate the minimum required match and if any requirements exist in the grant that require the County to continue the program when the grant concludes; and,

BE IT FURTHER RESOLVED, that in order to ensure compliance with all board policies and procedures, and pursuant to Motion #55-21, the Board has authorized the County Controller/Administrator to approve initial submissions of grant application requests, without prior Board approval, however, all grant acceptance requests must be processed and approved by the Board of Commissioners prior to accepting any and all grants; and,

BE IT FURTHER RESOLVED, that to ensure compliance with all Board policy and procedures, that all contracts will be brought before the Board of Commissioners at a regularly scheduled meeting for authorization, and only the Board of Commissioners as the governing body can enter into a contract for the County, or any of its Departments; and,

BE IT FURTHER RESOLVED, that pursuant to the Uniform Budgeting Act, the Board of Commissioners designates the County Controller/Administrator as the Chief Administrative Officer and Budget Officer pursuant to MCLA 141.421 et. Seq., with the authority to administer such duties in connection with said budget, and as may be from time to time, delegated to the Office of Controller by this Board; and,

BE IT FURTHER RESOLVED, that the County Treasurer and/or County Controller/Administrator are authorized to borrow between funds within the common (general) bank account of the County within the guidelines as established by the Board of Commissioners.

Lapeer County General Appropriations Act Resolution, September 11, 2025

Scott McMahan
District #1

Gary Howell, Chairman
District #2

Kevin Knisely
District #3

Brad Haggadone, Vice Chairman
District #4

Ian Kempf
District #5

Greg Wise
District #6

Bryan Zender
District #7

I hereby certify that the foregoing Resolution was unanimously adopted by a vote at the meeting of the Board of Commissioners of the County of Lapeer, State of Michigan, on this 11th day of September, 2025.

Theresa M. Spencer, County Clerk
Clerk of the Board